

# BEE-KEEPING AGREEMENT AND CONDITIONS

## (For the installation of beehives on Daventry Town Council allotment sites)

### 1 CONSENT

Applications can only be considered from Daventry Town Council allotment tenants.

Bees shall not be kept on any allotment until the allotment tenant has submitted a request in writing to keep bees on his/her plot to the Town Council, and that request has been agreed in writing.

The Council reserves the right to issue 14 days' notice for the removal of hives.

The allotment/bee-keeping tenant must

- i) have read the available publication(s) from the British Bee-Keepers Association regarding 'Allotment Beekeeping and agree that these will be taken as representing acceptable practice.
- ii) provide a reference or training certificate from a Bee-keeping Association to confirm that applicant is trained in apiculture.
- iii) provide confirmation of continuing membership of a Bee-keeping Association, that includes insurance.
- iv) provide a plan or map of the allotment site, indicating the proposed location of hives.
- v) Ensure that arrangements are made to control swarming.

### 2 DUTY OF CARE

The beekeeper owes a Duty of Care to

- The public, in the vicinity of the hives
- Other allotment gardeners working nearby
- Intruders even though it is clear that their intention was to disturb the colony

### 3 SITING AND NUMBER OF HIVES

Prior consent from the Council must be obtained for any change in the number of hives. (It must be noted that it is normal for the number of hives to increase and decrease as a part of colony management during any year.

A maximum limit of permanent hives, per allotment site, will be set by the Town Council. This number may only be exceeded, temporarily, for the purpose of swarm control. The limit on the number of hives will apply to production colonies of full size.

Siting of hives must be agreed in advance with the Council. Hives may only be kept on the boundary of the site. For plots without access to the site boundary the Council will endeavor to find a suitable boundary site to accommodate hives. Plots not adjoining the boundary may **not** be used for keeping bees.

Hives should be sited as far as possible from any public road or path, or jointly used road or paths within the allotment site.

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A fence or mesh at least 6-foot-high should surround the apiary to ensure the bees are diverted upward before dispersing in flight. The fence will protect other plot holders from bees congregating in large numbers and protect the hives from inadvertent visitors.

### 4 CONSULTATION

The beekeeper, in consultation with the Chief Officer, should inform neighbouring allotment gardeners, of the request to keep bees. This should be by a notice on both the plot and allotment site noticeboard.

Where an objection is made to the Council, the Council will consider all relevant detail and may refuse permission to keep bees in that location.

### 5. BEEKEEPERS ABSENCE COVER

The beekeeper must provide the Council with details of an experienced beekeeper who will care for the bees in their absence and/or deal with emergencies, such as swarming. These details must also be displayed on a notice by the apiary. (Size and site of notice to be agreed by the Council).

### 6. COMPLAINTS

The Council will investigate any complaints, and if found to be a health and/or nuisance, to either the bees or persons, the Council may withdraw permission by issue of 14 days' notice for the removal of hives.

### 7. INSURANCE

The beekeeper is required to submit, annually to the Council, a copy of his/her Public Liability insurance cover (£5m) to include beekeeping risks. Note membership of a beekeeping association (which is also a member of the British Beekeepers Association) will include insurance or assist you in obtaining adequate insurance cover.

### 8. DISEASES

The beekeeper should register all hives with the National Bee Unit 'Beebase' (part of DEFRA). If the beekeeper suspects the bees are diseased, they must inform the:

National Bee Unit  
Foss house  
Kings Pool  
1-2 Peasholme Green  
York  
YO1 7PX

Tel: 01904 455186

### 9. SALE OF HONEY

Honey or other hive products shall not be advertised for sale on the allotments site.

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### 10. WITHDRAWAL OF CONSENT

The Council may withdraw permission, giving 14 days' notice to remove hives if

- The beekeeper contravenes any condition set out above
- The beekeeper contravenes any condition of the Allotment Tenancy Agreement
- Substantiated information, regarding unsatisfactory consequences of the beekeeping activity is received that requires a review of the arrangements or

Any costs resulting from withdrawal of consent shall be borne by the beekeeper/allotment tenant

From advice given by: The National Beekeeping Centre, Tel: 02476 696679

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## AGREEMENT

**I hereby accept and agree to abide by the additional conditions of Tenancy, specified by Daventry Town Council:**

Name:

Allotment Site:

Allotment Plot Number:

Number of hives (Initial max permitted = 2):

Tel:

Mobile:

Email

Details of Membership of a beekeeping association (enclose proof of training).

Arrangements in the event of beekeeper's absence:

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Name of back-up beekeeper:

Tel:

Mobile:

Email:

The Council hereby accepts the signatory, as a beekeeper, upon adherence to the Conditions set out above.

Signed  
Beekeeper Tenant  
Date:

Signed  
Chief Officer  
Date: