

1 CONSENT

Bees shall not be kept on any allotment until the allotment tenant has submitted a request in writing to keep bees on his or her plot to the Council, and that request has been agreed in writing. The Council reserves the right to issue 14 days notice for the removal of hives. Beekeepers making such application are expected to be experienced, or to have close guidance from an experienced beekeeper. The beekeeper is expected to have read the available publication(s) from the British Bee-Keepers Association regarding 'Allotment Beekeeping' and these will be taken as representing acceptable practice.

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

Hives should be sited as far as possible from any public road or path or jointly-used road or paths within the allotment site, and must be agreed in advance on site with the Council. The site must have high fences, fine mesh or maintained hedges of up to 2 metres to encourage the bees to fly high over neighbouring plots. Prior consent from the Council must be obtained for any change in the number of hives kept on site. It must be borne in mind that it is normal for the number of hives to increase and decrease as a part of colony management during the year. The limit on the number of hives will apply to production colonies of full size.

4 CONSULTATION

The beekeeper should inform, both verbally and by a prominently displayed notice on the plot, notifying neighbouring allotment gardeners of the request to keep bees on the allotment, and prominently display such a notice for a minimum period of 28 days in the growing season and 56 days outside of the growing season, indicating that a request to keep bees had been submitted to the Council.

Where an objection is made to the Council and substantiated, on grounds of allergy (defined as clinical anaphylactic symptoms, not severe swelling following a sting) or other medical reasons, the Council may refuse permission to place bees on the site.

5 STAND BY

The beekeeper must provide the Council with details (name, address, telephone number) of adequate stand-by arrangements to deal with emergencies such as swarming during any absence or unavailability of the beekeeper. These details must also always be prominently displayed by notice on or near the beekeeper's allotment plot.

6 COMPLAINTS

The Council will investigate any complaints and in particular those with health and nuisance elements and in consequence may subsequently withdraw the permission by issue of 14 days notice for the removal of all hives.

7 INSURANCE

The beekeeper is required to hold a current insurance policy, which provides specifically for Beekeeping risks and includes for five (5) million pounds Public Liability Insurance cover. The Beekeeper must annually provide the Council with copies of the renewed insurance certificate.

We would prefer beekeepers to be members of a beekeeping association which is itself a member of the British Beekeepers Association, (BBKA), which will include such insurance cover; or at least be a member of a local beekeeping group, when separate cover will need to be arranged.. Proof of adequate insurance cover at renewal will be required each year.

8 DISEASES

The beekeeper is encouraged to 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 , APHA, York Biotech Campus, Sand Hutton, York YO41 1LZ (Telephone 0300 3030094 or email nbu@apha.gov.uk), who will arrange for an inspector to assess the bees.

9 NOTICES

The beekeeper may erect notices warning of the presence of bees but must agree the size, wording and locations with the Council.

10 SALE OF HONEY

The beekeeper must not offer for sale any honey, wax, or other bee products on the Allotment Site or Garden, or display notices that such products are available for sale.

11 WITHDRAWAL OF CONSENT

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

- ⊕ the permit holder contravenes any of the above conditions or
- ⊕ the permit holder contravenes any conditions within the Allotment Tenancy Agreement
- ⊕ substantiated information regarding unsatisfactory consequences of the beekeeping activity is received that requires a review of the arrangements or
- ⊕ a new allotment tenant takes a nearby plot then provides medical evidence that they are allergic (as in 4 above) to bee stings

Any costs resulting from withdrawal of consent shall be borne by the allotment holder.

British Beekeeping

Details of County and Local Beekeeping Associations may be obtained from: The National Beekeeping Centre, National Agricultural Centre, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2LG. Telephone: 0300 020 0649

12 AGREEMENT

I hereby accept and agree to abide by the additional Conditions of Tenancy laid down by the Council for the keeping of honey bees

Allotment site: _____ Plot No.: _____

Name (*please print*):

a. Signed:

**Initial maximum number
of beehives allowed = 2**

b. Dated:

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

Signed for the Council:

Dated: