

POLICY: BEE-KEEPING POLICY : ALLOTMENTS

PURPOSE: Melbourn Parish Council ('the Council') provides allotments for rent to Tenants under a standard Allotment Rental Agreement (Appendix 1). This policy sets out the terms upon which Tenants may keep bees on their allotment plots.

SCOPE: Tenants are obliged to comply with the terms of this policy for the duration of their allotment rental. Failure to do so will result in permission to keep bees on their allotment plot being withdrawn and a review of their allotment rental agreement.

POLICY:

1. Bee keepers must be members of a local bee keeping association operating under the British Bee Keeping Association (BBKA) and provide proof of membership when submitting their application and annually thereafter.
2. As a minimum, bee keepers must have undertaken beginners training with a local bee keeping association and preferably have achieved the BBKA's Basic Assessment in Beekeeping.
3. The bee keeper must provide a copy of their public liability insurance annually (usually included with BBKA membership) in respect of their bee keeping activities to the Council.
4. All hives must be registered with the National Bee Unit.
5. Bee keepers must inspect the bees at least weekly during the swarming season, which can be between April and September and advise other tenants about this inspection procedure to ensure they are aware of great number of bees flying during the inspections.
6. The bee keeper must satisfy the Council that they have adequate arrangements in place to ensure that the bees are looked after in their absence and to ensure that any problems caused by their bees will be resolved.
7. A suitable sign or notice must be placed on the plot with the bee keeper's name and contact details in case of emergencies.
8. Bee keepers must be able to demonstrate that they have alternative site arrangements in place in the event that they are asked, by the Council, to remove the bee hives from their plot.
9. The Council may ask for the hives to be removed if a new Tenant requests it for

Melbourn Parish Council: 30 High Street Melbourn SG8 6DZ

a valid reason, such as an allergy to bee stings. In the event of an objection by another allotment holder, both parties should be encouraged to discuss any concerns in an attempt to properly understand any risks and allay such concerns.

10. If the Council asks for hives to be removed, the bee keeper must do so within 4 weeks of such request. The Council's decision on the removal of hives is final.
11. Before first introduction of bees to a site, all Tenants should be canvassed for valid objections (as noted in 9 above). Once bees have been introduced to the site, the responsibility will fall to Tenants to make the Council aware of any valid objections.
12. Hives must be positioned to avoid bees flying towards paths or roads. Screening, such as netting or fencing, must be provided around the hives to direct the bees' flight path above head height.
13. Tenants are only normally permitted to keep a maximum of two hives on their plot. However, this may be temporarily increased by adding nucs as part of swarm prevention. Note: Tenants must not exceed the limit as set out in their insurance.
14. In the event of the terms of this agreement not being complied with, the Council reserves the right to arrange for the removal of bees and bee keeping equipment from the allotment. The Council will not be liable for any loss of, or damage to, bees and bee keeping equipment and may seek reimbursement from the Tenant of any costs incurred.



Document Approval:

(Chair to Melbourn Parish Council)

Date of Parish Council Meeting: 20 May 2019

Document Review Policy: 1 Year from last approval

APPENDIX 1

MELBOURN PARISH COUNCIL ALLOTMENT RENTAL AGREEMENT Revised on 28 June 2021

AN AGREEMENT made this _____ day of _____
_____ between _____

MELBOURN PARISH COUNCIL (hereinafter called the Council) of the one part and
(hereinafter called the Tenant) of the other
part.

WHEREBY the Council agrees to let and the Tenant agrees to take on a yearly
tenancy from _____ the Allotment Garden numbered _____
in the register of Allotments provided by the Council at the yearly rental of
£ _____ payable yearly in advance and reviewed annually.

The TENANCY is subject to the regulations endorsed on this agreement and also the
following conditions:

1. The rent is due from 1st October each year or at the date of the tenancy is granted and is payable to Melbourn Parish Council, The Parish Office, Melbourn Community Hub, 30 High Street, Melbourn, Cambridgeshire, SG8 6DZ.
2. The Tenant shall provide evidence of Insurance of the plot either through membership of the St George's Allotment Association or through individual Public Liability cover presented to the Clerk.
3. The Tenant shall keep the Allotment Garden clean, in a good state of cultivation and fertility and in good condition.
4. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden or obstruct any path set out by the Council for the use of the occupiers of the Allotment Gardens.
5. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written permission of the Council.
6. The Tenant shall not without the written consent of the Council cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.
7. The Tenant shall keep every hedge, path and roadway that forms part of the boundary of his Allotment Garden properly cut and trimmed and keep all ditches properly cleansed.
8. In the event that the allotment, or the boundary of the allotment, becomes overgrown and restricts or impedes access to neighbouring plots, the Parish Council will request the allotment holder to take steps to clear the area. If the area is not cleared, the Parish Council shall arrange for the area to be cut back, trimmed or rotovated and any costs for the work shall be the responsibility of the allotment holder.
9. The Tenant shall not use any barbed wire for a fence adjoining any path set out by the Council for the use of the occupants of the Allotment Garden.
10. Use of any asbestos type materials on the allotment gardens is strictly prohibited. The Council has made efforts to remove all such material from the area and Tenants should notify the Council immediately if they find materials that they suspect to be asbestos on their plot. The Council reserves the right to enter onto any plot for the purpose of removing such material.
11. The Council gives permission for the erection of sheds on the allotments, providing they conform to the specifications overleaf.
12. The Tenant shall, as regards the Allotment Garden, observe and perform all conditions and covenants contained in this lease.

Melbourn Parish Council: 30 High Street Melbourn SG8 6DZ

- 13. Any member of the Parish Council (whose names are available in the Parish Office) or any employee of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden.
- 14. The tenancy of the Allotment Garden shall terminate on the yearly rent day after the death of the Tenant. It may also be terminated by the Council after one month's notice :
 - (a) If the rent is in arrears for more than 14 days OR
 - (b) If the Tenant is not duly observing the conditions of his or her tenancy after two warnings by the Council.
- 15. On expiry of the tenancy, the Tenant shall leave the allotment, including the boundary and pathways, in good order. If the area is not cleared, the Parish Council shall arrange for the area to be cut back, trimmed or rotovated and any costs for the work shall be the responsibility of the outgoing Tenant.
- 16. The Council accepts no responsibility for loss or damage to implements, crops or vehicles.
- 17. The Council has an absolute prohibition on the keeping of livestock with the exception of bees subject to the Parish Council's Allotment Bee Keeping Policy (Document 4.25) or domestic fowls of any sort on the allotment gardens.

The Parish Clerk _____

Tenant _____

~~MELBOURN PARISH COUNCIL~~

~~ALLOTMENT RENTAL AGREEMENT~~

~~Revised on 16 May 2019~~

~~AN AGREEMENT made this _____ day of _____ between~~

~~MELBOURN PARISH COUNCIL (hereinafter called the Council) of the one part and
(hereinafter called the Tenant) of the other part.~~

~~WHEREBY the Council agrees to let and the Tenant agrees to take on a yearly tenancy from _____ the Allotment Garden numbered _____ in the register of Allotments provided by the Council and measuring approximately 250 square yards at the yearly rental of £25.00 payable yearly in advance and reviewed annually.~~

~~The TENANCY is subject to the regulations endorsed on this agreement and also the following conditions:~~

- ~~1. The rent is due from 1st October each year or at the date of the tenancy is granted and is payable to Melbourn Parish Council, The Parish Office, Melbourn Community Hub, 30 High Street, Melbourn, Cambridgeshire, SG8 6DZ.~~
- ~~2. The Tenant shall provide evidence of Insurance of the plot either through membership of the St George's Allotment Association or through individual Public Liability cover presented to the Clerk.~~
- ~~3. The Tenant shall keep the Allotment Garden clean, in a good state of cultivation and fertility and in good condition.~~
- ~~4. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden or obstruct any path set out by the Council for the use of the occupiers of the Allotment Gardens.~~
- ~~5. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written permission of the Council.~~

Melbourn Parish Council: 30 High Street Melbourn SG8 6DZ

- ~~6. The Tenant shall not without the written consent of the Council cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.~~
- ~~7. The Tenant shall keep every hedge, path and roadway that forms part of the boundary of his Allotment Garden properly cut and trimmed and keep all ditches properly cleansed.~~
- ~~8. In the event that the allotment, or the boundary of the allotment, becomes overgrown and restricts or impedes access to neighbouring plots, the Parish Council will request the allotment holder to take steps to clear the area. If the area is not cleared, the Parish Council shall arrange for the area to be cut back, trimmed or rotovated and any costs for the work shall be the responsibility of the allotment holder.~~
- ~~9. The Tenant shall not use any barbed wire for a fence adjoining any path set out by the Council for the use of the occupants of the Allotment Garden.~~
- ~~10. Use of any asbestos type materials on the allotment gardens is strictly prohibited. The Council has made efforts to remove all such material from the area and Tenants should notify the Council immediately if they find materials that they suspect to be asbestos on their plot. The Council reserves the right to enter onto any plot for the purpose of removing such material.~~
- ~~11. The Council gives permission for the erection of sheds on the allotments, providing they conform to the specifications overleaf.~~
- ~~12. The Tenant shall, as regards the Allotment Garden, observe and perform all conditions and covenants contained in this lease.~~
- ~~13. Any member of the Parish Council (whose names are available in the Parish Office) or any employee of the Council shall be entitled at any time when directed by the Council to enter and inspect the Allotment Garden.~~
- ~~14. The tenancy of the Allotment Garden shall terminate on the yearly rent day after the death of the Tenant. It may also be terminated by the Council after one month's notice :
(a) If the rent is in arrears for more than 14 days OR
(b) If the Tenant is not duly observing the conditions of his or her tenancy after two warnings by the Council.~~
- ~~15. The Council accepts no responsibility for loss or damage to implements, crops or vehicles.~~
- ~~16. The Council has an absolute prohibition on the keeping of livestock or domestic fowls of any sort on the allotment gardens.~~

The Parish Clerk _____

Tenant _____