



APPENDIX A

CHURCHTOWN ALLOTMENT COLONIES BY SALTASH TOWN COUNCIL

An AGREEMENT made the day of BETWEEN SALTASH TOWN COUNCIL (hereinafter called "the Town Council") by the hand of Sinead Burrows, its Clerk and duly authorised Agent of the one part and **TBC** (hereinafter called "the beekeeper") of the other part.

This agreement lays out the responsibilities and reasonable expectations of both parties with regards to keeping of hives on the Churchtown Allotment Beehives space.

WHEREBY:

1. The Town Council agrees to let, and the beekeeper agrees to take on a yearly tenancy at the Churchtown Allotment Beehive numbered **TBC** on the Town Council's allotment site off Churchtown Cemetery at an annual rental as determined by the Town Council on the first April each year.
2. The beekeeper hereby agrees with the Town Council as follows:-
 - (1) The rental cost is agreed annually by the Town Council. The rental period is 1 April to 31 March. Annual rental is payable by the 15 April.
 - (2) To use the land for Beehives and for no other purpose and in particular not to keep any animals or birds thereon so as to be prejudicial to health or a nuisance.
 - (3) Beehive plot holders are to use their best endeavours to keep the beehive section of Churchtown allotment gardens in a good state of cultivation and fertility and good condition and to keep any pathway or cart track included therein or abutting thereon reasonably free from weeds and to keep any of the said pathways or tracks sufficiently clear to permit access to the allotment gardens whilst pushing a wheelbarrow.
 - (4) To take all reasonable steps to not cause or permit any nuisance or annoyance to the occupiers of any adjoining or neighbouring land of the Town Council or obstruct or encroach on any path or roadway set out by the Town Council for the use of the tenants of the allotment gardens.

- (5) Not to under let assign or part with the possession of the gardens or any part of them without the written consent of the Town Council.
- (6) Not without the written consent of the Town Council to cut or prune any timber or other trees or take or carry away any mineral gravel sand earth or clay.
- (7) To maintain the hives in a position of health all year round and care for the bees welfare.
- (8) To provide and maintain regularly a small pond no more than 18 inches deep and 2 foot wide located between allotment plot 12 and the fence that then fronts onto the beehive section. This is only to provide a source of water for the bees through the year.
- (9) To provide and install appropriate signage warning users of the pond location.
- (10) To take all reasonable steps possible to ensure the bees do not become a nuisance to anyone. This includes keeping docile bees with low aggression and low swarming tendencies.
- (11) To visit the hives regularly during the swarm season (April to August). Usually this will be on a 6-7 (or 9-day basis if keeping clipped queens). There may be occasions such as holidays when they will be left for 16-17 days but provisions to ensure swarming does not occur during such periods will be implemented beforehand (this may include banking of queen in a cage within brood chamber, initiating re-queening prior to going on leave, leaving a single queen cell to hatch, or affixing an anti-swarm device to the hive entrance) Alternatively arrange for another beekeeper to check the hives whilst the owner is away.
- (12) To keep the apiary clean and tidy and tools stored away where they shall not cause obstruction, nuisance or safety hazard. To not obstruct staff and or workmen from carrying out their maintenance duties. Tools to be contained inside a sealed crate or other container/shed.
- (13) To ensure safe disposal of smoker ashes to avoid risk of fires.
- (14) Upon reasonable notice (minimum of 48 hours) to close the hives, restricting the bees flights to allow authorised persons access for essential maintenance.
- (15) Ensure they are sufficiently covered by liability insurance for their beekeeping activities. Copies of insurance documents are required to be provided to the Town Council prior to undertaking tenancy.
- (16) Provide a copy of their bee basic and Husbandry certificates as evidence that they are a basic-qualified and proficient beekeeper.
- (17) To ensure hives are registered with the National Bee Unit.
<http://www.nationalbeeunit.com/>

- (18) To have a contingency plan that can be executed should hives become diseased and a destruction is required. Not to be undertaken on Town Council land.
- (19) To keep any hedge that forms part of the allotment gardens properly cut and trimmed, all ditches properly cleansed and to use their best endeavours to protect any hedge, fence or gate and any noticeboard which has been or may be at any time erected by the Town Council upon the Churchtown Allotments.
- (20) Not to erect any building on the beehive section unless it lies strictly within the planning conditions laid out by Cornwall Council and the specification of conformity as determined by the Town Council.
- (21) Not to use barbed wire for a fence adjoining any path set out by the Town Council for the use of occupiers of Churchtown allotments.
- (22) No corrugated iron or asbestos sheets of any nature to be used or brought on to the site.
- (23) Not to deposit or allow other persons to deposit on the allotment gardens any refuse or any decaying matter or place any matter in the hedges or ditches situate in or surrounding the allotment gardens or adjoining land.
- (24) Not to bring any dog into the beehive section.
- (25) Not to keep animals or any livestock of any kind upon the beehive section.
- (26) Not to erect any notice or advertisement on the beehive section without the consent of the Town Council.
- (27) To permit any officer or Agent of the Town Council to enter and inspect the apiary.
- (28) To indemnify and keep indemnified the Town Council from and against any liability in respect of any action, claim, demands, costs and any liability whatsoever by reason of or arising from the act of neglect or default of the beekeeper including failure to comply with their obligations under the tenancy agreement.
- (29) To ensure that the maximum number of nine colonies on the Churchtown allotment land in the beehive section is always adhered to.

A TENANCY may be terminated in any of the following manners:-

1. By re-entry by the Town Council at any time giving three months previous notice in writing to the beekeeper on account of the beehive gardens being required (e.g. grave space required).

(i) For any purpose for which it has been appropriated under any statutory provision.

(ii) For building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

2. By re-entry by the Town Council at any time after giving one month's previous notice in writing to the beekeeper.

(i) If the rent or any part thereof is in arrear for not less than 7 days.

(ii) If it appears to the Town Council that there has been a breach of the conditions and agreements on the part of the beekeeper herein contained provided that if such breach be of the conditions or rules affecting the cultivation of the land at least three months have elapsed since the commencement of the tenancy.

(iii) If the car parking facility for Beehive and Allotment holders is not utilised and parking continues to takes place in Churchtown Cemetery car park / turning circle.

Appendix A to this agreement – related minute number 9/22/23 of the Services Committee meeting dated 21 April 2022

AS WITNESS the hands of the parties hereto the day and year first before written.

Signed
Sinead Burrows
Town Clerk/RFO

Signed

I have read the terms and conditions, and I agree to rent a Beehive plot at an annual rental as determined by the Town Council on 1 April each year.

Date

Full Name

Signed

Address
.....

Telephone No.

E-mail address:

Saltash Town Council,
The Guildhall, 12 Lower Fore Street, Saltash, PL12 6JX
Tel. 01752 844846

E-mail: enquiries@saltash.gov.uk

www.saltash.gov.uk

Appendix A - related Minute Number 9/22/23 of the Services Committee meeting dated 21 April 2022

To receive a report relating to Churchtown Allotment beehives and consider any actions and associated expenditure.

The Acting Town Clerk informed those present that the recommendation contained within the officer's report is not the view of the Town Council.

The Acting Town Clerk advised that alternative options for the Town Council have been identified and therefore should be further discussed and debated at this evening's meeting.

The Acting Town Clerk informed Members that no formal agreement, insurance or risk assessment is currently in place. Therefore, Members were asked to be mindful that a formal agreement would need to be in place together with adequate insurance cover and a risk assessment.

The Chairman invited a member of the public to speak on behalf of the allotment holders and beekeepers.

Members thanked members of the public for attending this evening's meeting to discuss and debate the best possible resolution. Members recognise the importance of bees and beekeeping for the environment, ecology and educational benefits they provide for the community.

It was proposed by Councillor Peggs, seconded by Councillor Foster and RESOLVED to delegate to the Acting Town Clerk to:

1. Ensure there is only a maximum of nine beehives on Town Council land located behind Churchtown allotments
2. Appoint the Town Council's solicitor to work up a formal agreement between the beekeepers and the Town Council, at a cost to the Town Council within budget allocating to budget code 6418 professional fees
3. Invoice rental charges at a cost of £50 per beekeeper per annum
4. Ensure the three beekeepers continue to maintain Saltash Town Council area of land where the beehives are situated

5. Ensure the three beekeepers provide a copy of their insurance certificate for Town Council records
6. Work up a risk assessment to include the beehives to be shut down for a period as required to allow for any Town Council maintenance works and tree surveys to be carried out safely.

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