



BEE KEEPING AGREEMENT

AN AGREEMENT made the -----day of January, Two Thousand and twenty three, BETWEEN THE TOWN COUNCIL OF GREAT AYCLIFFE in the County of Durham (in this Agreement called 'the Council') of the one part and -----(in this Agreement called 'the Tenant') of the other part.

WHEREBY IT IS AGREED as follows:-

1. The Council will let and the Tenant will hire from the -----2023 to the 31st December 2023 and thereafter yearly the Bee Keeping Plot at ----- numbered ----- on the Council's plan.
2. The rent shall be ----- reviewable on an annual basis and shall be payable in advance in January of each year. The first instalment of ----- or a proportionate part thereof shall be paid on the signing of this Agreement. Non-resident fees will be applied to tenants moving outside of the Parish boundary, but not exceeding 1 mile from the Parish boundary, at the next due date.
3. The tenant agrees:-
 - a) NOT TO UNDERLET, ASSIGN OR PART WITH THE POSSESSION OF THE BEE KEEPING PLOT OR ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF THE COUNCIL.
 - b) To use the Plot only for the purpose of keeping bees.
 - c) Bee keepers must be members of a local beekeeping association operating under the British Bee Keeping Association and provide proof of membership when submitting their application.
 - d) As a minimum, bee keepers must have undertaken beginners training with a local bee keeping association.
 - e) The bee keeper must provide a copy of their public liability insurance in respect of their bee keeping activities to the Council's Allotment Officer.
 - f) All hives must be registered with the National Bee Unit.
 - g) Bee keepers must inspect the bees regularly during the swarming season, which can be between April and September and advise other tenants about this procedure to ensure they are aware of the danger.
 - h) The bee keeper must satisfy the allotments officer 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.
 - i) A suitable sign or notice must be placed on the plot with the bee keepers name and contact details in case of emergencies.
 - j) 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.

- k) Hives must be positioned to avoid bees flying towards paths or roads. Screening must be provided around the hives to direct the bees' flight path above head height.
- l) Tenants are only permitted to keep a maximum of two hives on their plot.
- m) Not to use the plot for the purposes of trade or business.
- n) At all times to keep the plot tidy and in a good state of repair. To inform the Council if the Tenant is unable to maintain all or any part of the plot.
- o) Not to cause any nuisance or annoyance to the Council or its other tenants or neighbouring householders or obstruct or encroach onto any path set out by the Council for the use of the occupiers of the site.

That any cause or dispute between the Tenant and any other occupier of another plot on the site shall be referred to The Council whose decision shall be final.

- p) Not to use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the site nor for a fence adjoining public open space or private property.
- q) That the Council shall have the right to refuse admittance to any person other than the Tenant or a member of his/her family to the site unless accompanied by the Tenant or a member of his/her family.
- r) Not to bring or cause to be brought into the allotment site, of which the bee keeping plot forms part, a dog unless it be held on a leash.
- s) Not to plant on any part of the bee keeping plot.
- t) Not without the written consent of the Council to erect any building or other structure on the plot.
- u) To carry out all reasonable directions which may be given by the Council by its appropriate officers to preserve the plot from deterioration.
- v) To ensure that all gates to the site and individual plots are kept locked shut when not in use.
- w) To park motor vehicles in approved parking areas where so provided and to operate motor vehicles at an appropriate speed to ensure the safety and tranquillity of the site for users of all ages.
- x) The Council reserves the right, by their officers, servants or agents, to enter on the plot, and to inspect the state and condition of the plot.
- y) That the Tenant shall surrender the plot at the determination of the tenancy hereby created in such condition as shall be in compliance with the rules and agreements herein contained. Tenants who have allowed their plot to deteriorate through neglect may be made liable to pay compensation for dilapidation on quitting their plot or on the determination of the agreement.
- z) That the Tenant shall notify The Council to any change of address or contact details.

4. **Termination**

The Tenancy of the beekeeping plot hereby granted shall terminate:-

- (a) On the death of the Tenant.
- (b) By the Council giving the Tenant twelve months previous notice in writing.
- (c) By re-entry by the Council at any time after giving one month’s previous notice in writing to the Tenant:-
 - (i) If the rent or any part thereof is in arrears for not less than forty days.
 - (ii) If any of the stipulations or rules herein contained in the agreement shall not have been performed by the Tenant, provided that at least three months have elapsed since the commencement of the tenancy.
 - (iii) If the Tenant becomes resident more than one mile outside of the parish boundary.

Any notice shall be served on the Tenant either personally or by leaving it at the Tenant’s known place of abode or by letter sent by ordinary post addressed to the tenant there or by fixing the same in some conspicuous manner on the beekeeping plot.

- 5. The Council or any person authorised by them may at any time enter the plot for the purpose of laying, constructing, repairing or maintaining any pipes, mains, cables or other services over, under or across the land but in so doing shall make fair compensation to the Tenant for any loss or damage.
- 6. On cancellation or determination of the tenancy all equipment and structures must be removed from the plot by the appropriate determination date. Alternately an agreement may be reached with the incoming tenant where appropriate.

General Data Protection Regulation

The information on this form will be held and used for administrative purposes e.g. contact in the event of a problem, chase up outstanding payments etc. This is a condition of the tenancy. Under the provisions of GDPR, your personal data will be treated in a secure and confidential manner and will not be kept for longer than necessary. If you have any questions about the personal information that we hold about you or wish to exercise your relevant rights under the GDPR, please contact The Data Information Officer, at The Council Offices, School Aycliffe Lane, Newton Aycliffe DL5 6QF, or by email at info@great-aycliffe.gov.uk. You can view our full privacy notice at www.great-aycliffe.gov.uk/council-democracy/data-protection

I hereby accept and agree to abide by the conditions laid down by Great Aycliffe Town Council for the keeping of bees. I understand that failure to do so may result in the termination of this Tenancy Agreement.

AS WITNESS the hands of the parties.

For and on behalf of **GREAT AYCLIFFE TOWN COUNCIL**

POSITION

.....
Administration Assistant

Your contact details:

Name Site & Plot

Signed Date

Email address

Mobile contact number

Work contact number

Additional contact details of someone competent in dealing with bees:

Additional contact name

Additional contact number

Contact details of local Beekeepers Association:

Association name

Association contact number

For office use only	
<input type="checkbox"/> Insurance Certificate	<input type="checkbox"/> Membership of British Bee Keeping Association