

# LYNDHURST PARISH COUNCIL

## ALLOTMENT TERMS AND CONDITIONS

### 1. APPLICATION

- 1.1 These rules and conditions are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all allotment Tenants and members of Groups to whom Group tenancies have been granted.
- 1.2 Where allotment tenancies are granted to groups, those with permission to keep livestock and beekeepers there are additional rules and conditions issued by the Council (**see sections 18, 19 and 20**).
- 1.3 In addition all Tenants and members of Groups to whom tenancies have been granted must observe and comply with any additional or alternative rules or regulations which the Council may make from time to time, and which will be displayed on noticeboards and/or sent with rent invoices or at any other time. Any decision made by the Council is final.

### 2. TERMS AND INTERPRETATION

- 2.1 In these Rules and Conditions the words used are to have the following meaning:-

ALLOTMENT	A plot of land let by the Council for the cultivation of herb, flower, fruit and vegetable crops and recreational gardening.
STARTER PLOT	A smaller than usual sized allotment plot with additional limitations in use.
THE COUNCIL	Lyndhurst Parish Council
CONTRACTOR	Company or individual appointed by the Council to administer the allotment service at any time.
SITE	An allotment site provided by the Council
RENT	The annual rent payable for the tenancy of an allotment
RENEWAL NOTICE	Any notice of renewed rental charges
TRACK	The common roadways within the site for vehicular and pedestrian access to allotments
TENANT	A person or Group who holds an agreement for the tenancy of an allotment
TENANCY AGREEMENT	A legally binding written document which records the terms and conditions of letting a particular allotment to an individual Tenant or Group
OVERSEER	A Tenant with limited delegated duties who acts as an intermediary between other Tenants and the Council.
GROUP	A group of people numbering more than two.

### **3. ASSIGNMENT, SUBLETTING AND CO-WORKING**

- 3.1 An individual tenancy of an allotment is personal to the Tenant named in the agreement. In the case of Group tenancies the tenancy belongs to the Group itself, not the individual named signatory of the tenancy.
- 3.2 The tenant may not assign, sublet or part with possession or control of all or any part of the allotment.
- 3.3 The Tenant may share the cultivation with another party by registering a named Co-worker. Co-workers must sign a Co-worker agreement (**APPENDIX 2**) countersigned by the Tenant and sent to the Council. Spouses, persons from the same household and civil partners do not need to complete the Co-worker agreement. No Tenant having the tenancies of more than two plots may be allowed to have a Co-worker; numbers of plots should be reduced first, allowing the Tenant to cultivate on his or her own before being allowed assistance.
- 3.4 Co-workers will have authority to tend the allotment plot on his or her own.
- 3.5 Co-workers are obliged to abide by the Allotment Terms and Conditions. Any breaches of the Allotment Terms and Conditions will result in a review of the Tenancy. The Tenant therefore is responsible for the Co-worker's actions at all times and both would have to vacate the plot if the tenancy was terminated.
- 3.6 Co-workers or Tenants may end a Co-working agreement at any time, however only the Tenant can relinquish the plot. The Council must then be informed in writing in either case.
- 3.7 Should the Tenant decide to relinquish the plot, consideration will be given to the named Co-workers having first refusal of taking over the Tenancy, but only if they have been a recognized co-worker for two years and providing that no Cultivation Reminders have been issued for that plot during that two year period. Current waiting list size shall also be considered before any decision regarding the Co-worker's future tenancy is made.
- 3.8 It is the responsibility of the Tenant to inform the Council if it is proposed that the Tenancy of the plot is to be transferred to a named Co-worker, however any proposal to transfer a tenancy to a Co-worker shall ultimately be at the discretion of the Council (See 3.7 above).

### **4. CULTIVATION AND USE**

#### **Personal Use**

- 4.1 Tenants must use their allotment for their own personal use and must not carry out any business or sell produce from their allotment, unless sold for the benefit of a registered charity. This includes Group tenancies.

#### **Permitted Use**

- 4.2 The allotment is rented to the Tenant for the purpose of recreational gardening and/or the cultivation of herbs, vegetables, fruit and flowers for his/her own consumption and that of his/her family, in a manner that does not/is not in the opinion of any authorised Officer on behalf of the Council likely to cause nuisance, annoyance or injury to neighbouring Tenants. Tenants may not use their allotment as a place of residence or sleep overnight.

#### **Cultivation**

- 4.3 Allotments must be kept clean, free from weeds, maintained in a good state of fertility and cultivation and in good condition throughout the year. The whole plot, including any uncultivated areas, must be

kept safe and tidy at all times. Tenants whose plots are, in the opinion of an authorised Officer on behalf of the Council, not in a satisfactory condition for the time of year shall be contacted by letter. Failure to comply with the letter will ultimately result in the Council terminating the tenancy.

### **Hedges and Fences**

- 4.4 Where a hedge forms a formal perimeter boundary to the site, Tenants must not assume responsibility for the maintenance.
- 4.5 Land/paths between allotment plots and any tracks must be kept free of weeds and obstructions by all neighbouring Tenants.
- 4.6 No Tenant may erect a fence or any method of enclosure, whether temporary or permanent, around their plot.

### **Trees**

- 4.7 Tenants shall not plant any trees or shrubs (save for fruit trees, of which there is a limit of two per tenant, and bushes) without the express and prior consent of the Council. Permission will not be given for planting Leylandii.
- 4.8 Fruit trees and bushes must be planted and maintained so that they do not interfere with the comfort or enjoyment or management of other Tenants, or owners and occupiers of properties adjoining or neighbouring upon the allotment plot or the allotment site of which the plot forms part. All new trees must be on dwarf rooting stock.
- 4.9 Tenants must not, without the written consent of the Council, cut or prune any timber or other tree which form part of the overall allotment site landscape.
- 4.10 The Council may at any time cut or prune any hedge or tree forming part of the overall site landscape.

### **Inspection and Access**

- 4.11 The allotment (and any shed, greenhouse or polytunnel on it) may be inspected by an authorised Officer or member of the Council or the Police at any time and Tenants must give whatever access is required of them, with or without notice.

### **Instructions given by Officers on behalf of the Council**

- 4.12 Tenants must comply with any reasonable directions given by an authorised Council Officer or external contractor acting on behalf of the Council in relation to any allotment.

### **Ponds**

- 4.13 As from 1<sup>st</sup> October 2011 ponds will not be allowed in the allotment gardens. Existing ponds should be removed in a timely manner by negotiation with the Clerk to the Council.

## **5. RENT**

- 5.1 Tenants must pay the invoiced rent within 28 days of the due date on their renewal letter.
- 5.2 The rent year runs from 1<sup>st</sup> October to 30 September. Tenants taking up an allotment part-way through the rent year will pay a proportion of the rent based on 1/12<sup>th</sup> of the annual rental for each complete month remaining.
- 5.3 Tenants may voluntarily relinquish their allotment before October, or have their tenancy terminated for breach of the tenancy agreement before the year end but no rebate will be payable.

- 5.4 Rent may be increased annually to coincide with the beginning of each new allotment year provided that the Council takes reasonable steps to give at least 12 months' notice. This notice may be in writing to individual Tenants and/or displayed prominently at notice boards and gates. Failure to give written notice to any individual Tenant, or failure on the Tenant's part to read any information left on the notice boards or gates will not invalidate that or any other Tenant's rent increase.

## **6. WATER, BONFIRES, COMPOSTING AND OTHER RESTRICTIONS**

### **Water**

- 6.1 The Council will provide water points for the use of allotment Tenants. Tenants will ensure that such water points are not contaminated by pesticide (including fertilizer and weed killer) or any other contaminant. Water points will be shut off during winter months, the precise timings of which will vary. Any use of pumps or sprinklers from these water points is prohibited.
- 6.2 From 1<sup>st</sup> October 2011 baths will not be allowed as a means of water harvesting in the allotment gardens. Owners of baths should contact the Clerk to the Council to arrange for their collection and they will be replaced with water butts at the Council's expense.

### **Bonfires**

- 6.3 No bonfires will be allowed (except with written permission from the Parish Council) between 1 May and 30 September. The Tenant must exercise due consideration for other allotment holders and neighbouring properties when having bonfires and these should only be lit in extreme circumstances. When a bonfire is lit, under no circumstances should it be left unattended until it has fully burnt out, or has been suitably and safely extinguished by the Tenant.
- 6.4 Nuisance caused by bonfires could result in prosecution under the Environmental Protection Act 1990. In addition, Tenants who light a fire within 15.24m/15ft of the centre of a highway may be guilty of an offence under the Highways Act 1980.

### **Rubbish and Composting**

- 6.5 Most green waste can be composted. All vegetative matter from the maintenance of individual plots must be composted on that plot in properly constructed rodent-proof containers.
- 6.6 Refuse and waste from outside the plot must not be brought into the allotment site for disposal, the exception being manure which may be brought onto site in reasonable quantities providing it is stored in a manner which does not infringe on tracks, paths or neighbouring plots. Abuse of the system will be considered to be fly-tipping and may result in prosecution.
- 6.7 Certain items are not allowed to be brought onto the site at any times, such as carpet, tyres, plastic sheeting, concrete and asbestos.
- 6.8 Tenants are expected to compost or re-use all matter arising from the cultivation of their allotment plot. Any matter that is not compostable or re-useable must be properly disposed of by the Tenant.
- 6.9 Tenants must not deposit any unwanted material in any communal areas.
- 6.10 Concrete products are not permissible. Paving slabs will only be allowed with prior permission from the Council.

### **Barbed Wire/Razor Wire**

- 6.11 Tenants shall not bring, use or allow the use of barbed or razor wire anywhere on the allotment site.

### **Removal of Materials**

- 6.12 Tenants shall not remove, take, sell, carry away or transfer to another part of the site, mineral, sand, gravel, earth or clay from the allotment, except with the express written permission of the Council.

### **Causing Nuisance**

- 6.13 Tenants, including Group members, shall not discriminate, harass, bully or victimize any other Tenant, Authorised Visitor, Officer acting on behalf of the Council or owner/occupier of adjoining land or property on the ground of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation sexuality, medical condition, disability or disadvantage by any condition.
- 6.14 Tenants, including Group members, shall not enter onto any other allotment garden, interfere with crops, or take produce without that Tenant's express permission.
- 6.15 Tenants, including Group members shall not obstruct or encroach by cultivation or construction on any path or drive set out by the Council for the use of the occupiers of the allotment site.
- 6.16 Tenants, Group members, family members or Authorised Visitors behaving inappropriately to any other Tenant, Group member, Authorised Visitor or Officer acting on behalf of the Council will render the Tenant or Group in breach of this agreement and action may be taken to terminate the Tenancy. Future applications to the Council for an allotment tenancy either by the Tenant or any other person involved in inappropriate behaviour on an allotment site at any time are unlikely to be approved.

### **Duty of Care**

- 6.17 Tenants, even when not on site, have a duty of care to others on the allotment site or adjacent to it. This includes visitors, trespassers, other Tenants and themselves and wildlife. This is particularly relevant in relation to:
- The timing and usage of mechanical equipment such as strimmers and rotovators, and the means to power them such as petrol, oil or gas.
  - The prevention of obstruction of paths and tracks and construction of any features on the site.
  - The safe application and storage of pesticides (including weed killers and fertilizers), where manufacturer's recommended application and storage methods, rates and precautions must be adhered to and containers disposed of safely.

- 6.18 Asbestos is prohibited. If asbestos is discovered Tenants must inform an authorised Officer of the Council immediately.

### **6.19 Illegal or Immoral Activity**

- 6.20 The allotment or any structure on the allotment shall not be used for any illegal, immoral or anti social purpose or activity.

- 6.21 Plants grown which may produce illegal substances are strictly prohibited.

### **Flammable Material**

- 6.22 Petrol, oil, fuel or other flammable liquids must be stored safely in appropriate containers and in the small amounts relevant to small scale use on an allotment site.

## **Site Security**

- 6.23 All Tenants and authorised persons must ensure gates are shut on entry and departure to deter access by unauthorized persons or animals. This applies even if the gate is found open upon arrival/departure.

## **Parking/Speed Limits/Vehicles**

- 6.24 Tenants shall not park any vehicle on any track within the allotment site or elsewhere on the allotment site so as to cause a blockage, other than for short-term loading/unloading. Obstruction of paths and tracks is not permitted.
- 6.25 Speed of vehicles on allotment tracks is restricted to 5 mph. Anyone observed exceeding this limit will not be allowed to bring their vehicle onto the site.
- 6.26 Vehicle size is restricted to cars, with or without small trailers, and light commercial vehicles. Permission must be sought from the Council to bring larger vehicles onto site on an occasional basis.

## **7. LIVESTOCK, PEST CONTROL, DOGS AND BEES**

- 7.1 Before bringing any livestock onto the allotments Tenants must seek permission from the Parish Council. This applies to all tenants regardless of whether or not they have existing livestock on their plot.

### **Pest Control**

- 7.2 It is the responsibility of all Tenants to report any rodent activity to the Clerk to the Council.

### **Dogs**

- 7.3 Dogs must not be brought onto any part of the allotment site.

### **Bees**

- 7.4 See Section 20.

### **Chickens**

- 7.5 See Section 19.

### **General**

- 7.6 All decisions made by the Council with consideration of environmental and/or public health will be considered as final.

## **8. AUTHORISED/UNAUTHORISED PERSONS**

- 8.1 Only the Tenant, or a person accompanied by the Tenant is allowed on the site.
- 8.2 Any Officer or Councillor authorized by the Council may order any person on the site in breach of these rules to leave immediately.
- 8.3 Action will be taken against any Tenant who the Council reasonably believes is responsible for allowing unauthorized persons on the allotment site.

## **9. FOOTPATHS**

- 9.1 Shared paths between two allotments must be maintained, kept cut and clipped up to the nearest half width by each adjoining Tenant. All paths must be kept clear of obstructions at all times.
- 9.2 Shared paths between paths must be clearly defined and at least 0.6m/2ft wide.

## **10. SHEDS, GREENHOUSES, POLYTUNNELS AND OTHER STRUCTURES**

- 10.1 Tenants may erect one shed and one greenhouse or polytunnel on their plot. These structures require prior permission from the Council and must comply with the Council's written specifications. Greenhouses will only be allowed if polycarbonate is used instead of glass. Sheds must be no larger 1.85m x 1.25m/6ft x 4ft and greenhouses/polytunnels must be no larger than 1.85m x 2.45m/6ft x 8ft. They must be laid in such a way as to prevent rat infestation and, if in doubt, the Clerk to the Council should be consulted for instructions. No other structures may be placed on any allotment.
- 10.2 Any structure on an allotment must be in accordance with the Council's specifications, maintained in a safe state of repair, in a reasonable condition and otherwise to the satisfaction of any Officer/Councillor authorized by the Council. If the Council is not satisfied with the state of the structure the Tenant must either repair it to the Council's satisfaction or remove it within one month of instruction to do so. If the structure is not removed after one month, the Council may remove it and charge the Tenant the full cost of removal and disposal.
- 10.3 No structure erected on an allotment shall be made from hazardous materials such as asbestos.
- 10.4 All structures must be adequately secured to the ground to prevent uplift.
- 10.5 Departing Tenants shall remove any items or derelict structures from their plot before the end of their tenancy. The Council will remove any such material not removed by the Tenant. The full cost of disposal shall be charged to the outgoing Tenant.
- 10.6 Departing Tenants may transfer ownership of any structure to the incoming Tenant.
- 10.7 Structures may only be used in conjunction with the proper cultivation of the allotment. No trade or business may be carried out from any structure on any allotment.
- 10.8 Tenants shall not themselves nor permit others to sleep overnight or otherwise take up residence either temporarily or permanently in any structure on any allotment site.
- 10.9 Motor vehicles and trailers may not be parked overnight nor kept on any allotment.
- 10.10 The tenant shall not store any items on their allotment other than those to be used in the cultivation of their plot.

## **11. NOTICE BOARDS AND ADVERTISEMENTS**

- 11.1 Notices relating to the allotment site or to allotment matters generally will be displayed on notice boards/gates where provided. Responsibility for referring to notice boards regularly lies with the Tenant.
- 11.2 Other notices may be allowed on the allotment site notice boards at the discretion of the Clerk.

## **12. CHANGE OF CIRCUMSTANCES AND NOTICES**

- 12.1 Tenants must immediately inform the Council in writing of any change of address or status.

12.2 Notices to be served by Council on the Tenant and signed on behalf of the Council by the Clerk may be:

- (a) Sent to the Tenant's address in the Tenancy Agreement (or notified to the Council under these rules) by first or second class post, prepared registered letter, recorded delivery or hand delivered;  
or
- (b) Served on the Tenant personally; or
- (c) Placed on the plot

12.3 Notices served under sub-paragraph 12.2 will be treated as properly served even if not received.

12.4 Any correspondence to the Parish Council should be sent to Mrs M Weston, Clerk and RFO, Lyndhurst Parish Council, Woodlands, Fritham, Lyndhurst, Hampshire SO43 7HJ/email [lyndhurstpc@woodlands.mail1.co.uk](mailto:lyndhurstpc@woodlands.mail1.co.uk)

### **13. TERMINATION BY THE COUNCIL**

13.1 The Council may terminate any allotment Tenancy in any of the following ways:

- (a) By giving twelve months' notice in writing from the Council, expiring at any time.
- (b) At any time after three calendar months written notice by the Council that the allotment is required for a purpose other than agriculture to which it has been appropriated under any statutory provisions.
- (c) By giving 40 days' written notice to quit if:
  - (i) The rent is in arrears for 28 days or more whether formally demanded or not; or
  - (ii) The Tenant or any Co-worker is in breach of any of these rules or of their tenancy agreement. However, any breach of rules related to the cultivation of the allotment can only be grounds for notice to be given if at least three months have elapsed since the commencement of the Tenancy; or

13.2 On the death of the named Tenant, the Tenancy will cease automatically. However, the Tenancy may be transferred to a family member or a named Co-worker, at the discretion of the Council, should either of those people wish to continue the Tenancy.

13.3 At the termination of the Tenancy the outgoing Tenant shall leave the allotment plot in the state and condition as described in Section 4.3 and 10.2 above, provided the plot was initially rented to the outgoing Tenant in same condition. Should the condition be significantly lower than the standard described, due to neglect or misuse, the Council reserve the right to charge the outgoing Tenant for the cost of works to bring the plot up to the standard required.

### **14. TERMINATION BY THE TENANT**

14.1 The Tenant may terminate the tenancy at any time by giving 28 days' notice in writing to the Council. If a Tenant decides to stop cultivating an allotment part way through a year, they must notify the Council so that the allotment may be let to a new Tenant without delay.

### **15. COUNCIL'S RESPONSIBILITIES**

15.1 Lyndhurst Parish Council, either directly or through external contractors or Council Appointed Overseers, acknowledges the following responsibilities:

## **Administration**

- 15.2 Keep waiting lists, letting plots, rent collection, terminations, enforcement of rules, conducting cultivation, pond and livestock audits and inspections, liaising with Overseers, individual Tenants and others.

## **Repairs and Maintenance**

- 15.3 Repairs to site perimeter fences, gates and water installations, maintenance of tracks (including their grass cutting) and vacant plot management. Maintenance of perimeter hedges and ditches both inside and outside of the allotment site.

## **Infrastructure**

- 15.4 Provision and maintenance of notice boards, gates, tracks, water infrastructure and fences where necessary.

## **Liability**

- 15.5 The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on the allotments. Tenants are advised not to store any items of value on the allotment and to insure and mark any items kept at the allotment. Tenants shall report any incidents of theft and vandalism to the Police and the Clerk acting on behalf of the Council.

## **16. THE ROLE OF THE OVERSEER**

- 16.1 Overseer(s) may be appointed to act as intermediaries between Tenants and the Council and/or the Council's Grounds Maintenance Contractor. An Overseer's duties will include communication of information and organizational tasks. It is in every Tenant's interest to get to know who their overseer is, if one is appointed.
- 16.2 If appointed, the Overseer's duties, name and contact details will be displayed on the site Notice Board.

## **17. STARTER PLOTS**

The following conditions will apply, except to existing Tenants on existing starter plots:

- 17.1 No Tenant may have the Tenancy of more than one starter plot. If the Tenant decides that they enjoy cultivating an Allotment, they may move to a larger plot when one becomes available.
- 17.2 No greenhouse or polytunnel may be erected on a starter plot.
- 17.3 No chickens or other livestock may be kept on starter plots.

In addition, the following conditions will apply to all tenants on starter plots:

- 17.4 No bees may be kept on starter plots.
- 17.5 Allotment Terms and Conditions must be upheld by Tenants of starter plots.

## **18. ADDITIONAL RULES AND CONDITIONS FOR GROUP TENANCIES**

- 18.1 Prospective Group Tenants must provide a copy of their Mission Statement or Constitution when applying for the granting of the Tenancy. This will be kept with their application form.
- 18.2 Group Tenancies will be granted at the discretion of the Clerk acting on behalf of the Council.
- 18.3 Group Tenancies will not be automatically renewed annually, but will be subject to annual review by the Clerk acting on behalf of the Council following a meeting with current members of the Group.
- 18.4 All Group members wishing to visit the allotment shall be named as Co-workers and their details provided to the Council (**APPENDIX 2**) in accordance with the Co-worker scheme.
- 18.5 The maximum number of persons present on any allotment plot at any time shall not exceed eight. This includes children of Group members.
- 18.6 Breach of any of the Allotment Terms and Conditions and any Additional Rules and Conditions for Group Tenancies by any individual Group member shall result in the review of the Group tenancy for the Council.
- 18.7 People previously excluded from any allotment by the Council shall not be allowed on any allotment whether part of a Group or not.
- 18.8 Group Tenancies are subject to any reasonable additional conditions imposed by the Council from time to time.

## **19. ADDITIONAL RULES AND CONDITIONS FOR THOSE WITH PERMISSION TO KEEP FOWL**

- 19.1 The Council reserves the right to change or enhance these additional rules and conditions without notice.
- 19.2 Existing permission to keep fowl shall be regarded as specific to an identified plot and shall be personal to the existing named Tenant. It cannot be transferred with the Tenancy of the allotment.
- 19.3 Tenants with prior permission to keep fowl on any particular plot may be permitted to continue to keep them subject to them not exceeding six in number per tenancy agreement.
- 19.4 If numbers are found at any time to exceed those currently allowed the surplus will be removed upon expiry of twenty eight days written notice to the Tenant to remove (Notice to be given or delivered or sent to the last known address).
- 19.5 All fowl shall be kept in proper accommodation designed for that purpose.
- 19.6 The fowl must be maintained in conditions acceptable to the Council, the RSPCA and Environmental Health Officers, who will be invited to inspect chickens kept on allotments should it become necessary. Any decisions made by the Council, the RSPCA or Environmental Health Officers on matters associated with keeping chickens will be final.
- 19.7 Keepers of livestock should make themselves acquainted with accepted standards of chicken maintenance, including the Code of Recommendations of the Welfare of Livestock issued by the

Ministry of Agriculture, Fisheries and Food, in particular leaflet 703 (amended 1989) "Domestic Fowls".

- 19.8 No more than 20% of any allotment plot shall be used for keeping livestock.
- 19.9 Livestock food must be kept in rodent proof containers.
- 19.10 All incidents of rodent infestation must be reported to the Council.
- 19.11 Additionally, permission must be sought before cockerels are brought into the allotments.
- 19.12 Any Tenant found to be in breach of any of these Additional Terms and Conditions shall have their permission to keep livestock withdrawn, upon twenty eight days written notice by the Council. Any livestock found on the Tenant's plot after this date will be removed by the Council, without further notice, and no compensation shall be payable by the Council.

## **20. ADDITIONAL TERMS AND CONDITIONS FOR BEEKEEPING**

- 20.1 The Council reserves the right to change or enhance these additional rules and conditions without notice.
- 20.2 Allotment holders do not have a statutory right to keep bees on allotments.
- 20.3 Allotment Tenants are not permitted to profit from the sale of any excess of produce from their allotment, including honey.
- 20.4 Hives shall be considered solely at the discretion of the Council. If an application for beekeeping is granted, the Council shall specify the breed/type of bee allowed on any plot. Species of bees which in the opinion of an appropriate Officer of the Council are thought likely to be aggressive will not be authorized under any circumstances.
- 20.5 A limited number of hives may be allowed at any one time, dependent on proposed location and existing hives. The number of hives on any plot shall not under any circumstances exceed the number specified and authorized by the Council.
- 20.6 If any hives are found on a site where no permission has been sought and granted, the tenancy will be reviewed immediately with a view to terminating the agreement in accordance with Section 13. In addition, the Council shall be entitled to remove the bees and hives forthwith and the Tenant shall reimburse the Council in full the total cost of removal. No compensation whatsoever shall be payable to the Tenant for the loss of the hives and bees.
- 20.7 Failure to adhere to these Terms and Conditions, or any future set of Terms and Conditions for keeping bees on allotments will result in an immediate review of the Tenancy agreement, with a view to terminating the agreement in accordance with Section 13.
- 20.8 An allotment Tenant seeking permission to keep bees shall be a member of the British Bee Keeper Association (BBKA), or an affiliated local association. This membership must be renewed annually for the length of time hives are on the plot. The onus is on the beekeeper to voluntarily provided the proof of membership on a yearly basis.
- 20.9 A contact telephone number **MUST** be left on notice boards in case of swarms or other emergencies.

- 20.10 Bees are susceptible to a number of infectious diseases, some of which are notifiable to DEFRA. Beekeepers must comply with this requirement and with all subsequent requests from any government body.
- 20.11 If the Council has cause to investigate complaints of poor management of beehives or maltreatment of bees, all costs incurred by the Council or other official body during subsequent investigations shall be met in full by the Tenant within 28 days.
- 20.12 Beekeepers are expected to seek to resolve any complaints from other Tenants about their beehives in an appropriate manner. Any complaint that remains unresolved shall be referred to the Council for arbitration.

### **Bee Husbandry**

- 20.13 Allotment Tenants have a duty as part of the General Terms and Conditions not to cause a nuisance to others. Tenants with permission to keep bees on an allotment plot must take all reasonable measures to minimize potential nuisance.
- 20.14 Hives shall be placed with an entrance so that the flight path shall not cause inconvenience to any other plots or paths/tracks, buildings and gates and ideally should be located towards the centre of the plot (unless the plot is on a site boundary).
- 20.15 Beekeepers shall ensure that bees are encouraged to rise in excess of six feet before leaving the plot by use of willow screening or similar, for which prior permission must be obtained from the Council. Beekeepers shall ensure that the flight path of low flying bees is not directly across other plots.
- 20.16 Beekeepers shall have sufficient knowledge and experience to know how to deal safely with swarming, which is a natural phenomenon.
- 20.17 Hives shall be inspected by the beekeeper a minimum of once per week during the swarming season (April to July), but appropriate attention shall be paid throughout the year. If swarming does occur nearby Tenants shall be reassured that the swarm will settle within an hour or so.
- 20.18 The allotment Tenant shall ensure that a suitable alternative and knowledgeable beekeeper is available to inspect the hives at least weekly during the crucial swarming period if the Tenant is for any reason unable to inspect hives themselves.
- 20.19 Beekeepers shall be aware of the correct first aid treatment for stings and should offer advice to any other Tenant.
- 20.20 Hives shall not be worked when there are Tenants working on nearby plots.
- 20.21 Beekeepers shall provide a source of water on their plot, which may be replenished from the communal taps.

# LYNDHURST PARISH COUNCIL

## APPENDIX 1

### ACCEPTANCE OF TERMS AND CONDITIONS

Tenant's Name \_\_\_\_\_

State whether individual Tenant or Group Tenant \_\_\_\_\_

Plot Number \_\_\_\_\_

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I have read the Parish Council Terms and Conditions for the year 1<sup>st</sup> October 2011 to 30 September 2012 and agree to abide by them.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signed on behalf of the Parish Council \_\_\_\_\_ Date \_\_\_\_\_

The Council can terminate this agreement at any time by informing the tenant in writing if the Terms and Conditions are not adhered to.

This form must be returned to Mrs M Weston, Clerk to Lyndhurst Parish Council, Woodlands, Fritham, Lyndhurst, Hampshire, SO43 7HJ.

# LYNDHURST PARISH COUNCIL

## APPENDIX 2 – CO-WORKER AGREEMENT

Plot Number \_\_\_\_\_ Tenant's Name \_\_\_\_\_

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### Co-worker's details

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Post Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email \_\_\_\_\_

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### Co-Worker

I have been given a copy of Lyndhurst Parish Council's Allotment Terms and Conditions and I agree to abide by them.

Signed \_\_\_\_\_ Date \_\_\_\_\_

### Tenant

I agree that the person named above will be a Co-Worker on my plot

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

### Council

Signed \_\_\_\_\_ Date \_\_\_\_\_

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For office use only: All details verified:

Signed \_\_\_\_\_ Date \_\_\_\_\_

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NB: Either the Co-worker or the Tenant can terminate this agreement at any time by informing the Council and any other party in writing.