

# CANBERRA ORGANIC GROWERS SOCIETY

## Template Agreement for the Placement and Management of Beehives

**This Agreement** is made between:

- **The Convenor of** \_\_\_\_\_ **Community Garden (the Garden):**
- **The Beekeeper:** \_\_\_\_\_
- **Date:** \_\_\_\_\_

### 1. Purpose

The purpose of this agreement is to allow the Beekeeper to place and maintain beehives at the Garden and to outline responsibilities on both sides for safety, maintenance, and communication. Both parties agree to work cooperatively to support healthy beekeeping practices within the Garden for the benefit of pollination, education, and community engagement.

### 2. Hive Location & Number

- Hives will be located at: \_\_\_\_\_
- Maximum number of hives permitted \*: \_\_\_\_\_
- Any relocation must be approved by the Garden Committee.

*\*The maximum for a COGS Garden is 4. If more than one beekeeper, the total number of hives for the garden is still limited to 4. Smaller gardens may wish to have a smaller maximum.*

### 3. Beekeeper Responsibilities

- Become a member and maintain membership of COGS.
- Have undertaken basic training in beekeeping, such as that conducted by the ACT Beekeepers Association or similar qualification.
- Maintain hives in a healthy, safe condition.
- Regularly inspect the hives and take steps to minimise the likelihood of swarms.
- Manage pests and diseases in accordance with the ACT Government biosecurity regulations.

- Ensure hives are securely placed, in a way to minimise their impact on, and not be accessible to, the public or and garden members.
- Provide signage indicating the presence of bees that also provides contact information for the beekeeper.
- Maintain the surrounding vegetation to allow safe hive access and maintain an appropriate water source for the bees.
- Communicate with the Garden Convenor about hive activities and to advise them in advance of any major activity regarding the hives.
- Immediately notify the Garden Convenor of any issues affecting safety.

#### 4. Garden Responsibilities

- Provide a suitable location for the hives, considering advice from the beekeeper and an independent expert, and bearing in mind public safety.
- If needed, the provision of appropriate fencing with sharing of costs to be negotiated between the Garden and the beekeeper.
- Allow reasonable access to the hives for regular inspection and maintenance.
- Inform garden members about the presence of hives and any beekeeper visits which will involve major activity regarding the hives.
- Notify the Beekeeper of any planned works or garden maintenance activities that might affect the bees or bee hives.

#### 5. Safety & Risk Management

- The Beekeeper must hold current public liability insurance and provide a certificate of currency.
- COGS will maintain its own insurance as required.
- Both parties will agree on procedures in the event of stings, allergic reactions, and the presence of swarms or other issues of concern.
- The Garden will provide at least two current EpiPens for bee stings, one suitable children, and the other adults. These will be included in the garden's First Aid Kit.
- Any incidents or concerns for either party to this agreement will be communicated promptly to the other party.
- The Garden and the Beekeeper will provide their emergency contact details to each other.

## 6. Honey & Hive Products

- Honey and hive products remain the property of the Beekeeper. The Beekeeper may agree to share some of their harvest with members of the Garden.
- The Beekeeper is allowed to sell honey and hive products, only for the purpose of maintaining the hives.
- The Beekeeper is not allowed to operate the hives as, or part of, a commercial business nor to sell the honey or hive products for a commercial purpose.

## 7. Term & Termination

- Agreement duration: \_\_\_\_\_
- Either party may terminate with 7 days' written notice or a negotiated timeframe.
- Hives must be removed within 3 days of termination, or sooner if there are safety concerns.

## 8. Signatures

**Community Garden Representative Name:** \_\_\_\_\_

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

**Beekeeper Name:** \_\_\_\_\_

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

ACT or NSW DPI Registration ID: \_\_\_\_\_