

HOST AGREEMENT - TERMS AND CONDITIONS

The parties agree that the following terms and conditions apply to the *Keepin-A-Hive* (Program).

1. Program Management

- 1.1. Council is responsible for managing the Program.
- 1.2. The Host will provide assistance to identify new hosts for a beehive within the Cumberland Council Local Government Area.

2. Access to Site

- 2.1. The Host upon request must provide Council with safe access to the Site to conduct an inspection and assessment.
- 2.2. The parties will agree to a mutually convenient time for inspection.

3. Equipment

- 3.1. Council will provide the Host with all equipment necessary to participate in the Program. The equipment may include a beehive, stand, insulation cover and wooden exterior box.
- 3.2. Council will make beehive splitting equipment available to loan the Host. The Host must ensure that the beehive splitting equipment is returned clean and in original working order when borrowed from Council or other hosts.
- 3.3. All equipment provided to the Host remains the property of Council. The Host must immediately return all equipment to Council upon request by Council. If the equipment is not returned within the timeframe specified by Council, Council may require the Host to pay for the cost of replacing the equipment.

4. Training

- 4.1. Council will provide training and capacity building opportunities to enable the Host to participate in the Program.
- 4.2. The Host must attend a training session before the beehive is located on the Site.
- 4.3. If required by Council, the Host must attend further training, workshops or events.
- 4.4. The Host will participate in evaluation methods to assist Council to improve service delivery.

5. Care and maintenance

- 5.1. The Host is responsible for the care and maintenance of the beehive, equipment and provide adequate flowering plants.
- 5.2. While the beehive is on site the Host must not use any insecticide, synthetic chemical (i.e. inorganic fertilisers) or herbicides (i.e. glyphosate such as RoundUp) as such use can have detrimental effects on the bees.
- 5.3. The beehive must remain in the shade for 10 months

of the year and is moved only 1 metre during the winter months to capture morning sun.

5.4. The Host is responsible for ensuring the hive is maintained by one of the following precautions during extreme temperature conditions (39 degrees and above)

(a) Drape a wet towel over your hive, place one end of the towel in the bucket of water. The water will draw up through the towel.

(b) Periodically lightly spray the outside of your hive with a hose.

(c) Lock your hive up the night before and move your hive into an air conditioned room if you have one. To save the colony of bees from the heat the hive, can be moved, during the day. Some foraging bees will be lost but you will save the hive.

5.5. The Host is responsible for notifying surrounding neighbours that native bees are at the Site and in the Host's care.

5.6. The Host (and persons on the Site) must not touch, interfere with, or disturb the beehive. Interfering with, inspecting or opening the beehive without the intention of performing a split may result in this Agreement being terminated by Council.

5.7. The Host must participate in the splitting activity every 12-18 months (or when required) from the date the beehive was first placed on the Site. Splitting the beehive in half allows a new beehive to be available for a new host.

5.8. The Host must report any issues with the beehive to Council within 7 days of the problem being noticed.

5.9. If the beehive dies, a replacement beehive may not be provided by Council.

6. Privately Owned Hives

6.1. Subject to Council's approval, the Host may join the Program with a privately owned beehive.

6.2. If the privately owned beehive dies within the first six months after the first split, Council will replace the hive at no cost to the Host at the next annual hive splitting event.

6.3. If the Host wishes to donate a split beehive to the Program, the Host must attend the training / workshops organised by Council and provide all reasonable assistance to the new host of the donated beehive.

7. Insurance and Risk

7.1. The Host participates in the Program at its own risk.

7.2. The Host is responsible for maintaining adequate insurance cover for the Site.

7.3. The Host acknowledges that the native bees provided by Council do not sting but may bite.

7.4. The Host agrees that Council is not responsible for and releases Council from liability in respect of the death of, injury to, loss of or damage to any property or person in or about the Site. The Host must indemnify Council from all liabilities, actions, claims, demands, losses and expenses arising from the Host's participation in the Program.

8. Marketing

8.1. The Host acknowledges and agrees that Council may take photographs or videos of the Site. Council may use such photographs and videos for marketing, education and promotional purposes.

8.2. Council may publish maps or other resources to illustrate the location of native beehives within the City of Parramatta local government area. The Host acknowledges and agrees that the Site may be included in such maps and resources.

9. Absent from Site

9.1. The Host must notify Council in writing if the Host intends to be absent from the Site for 4 weeks or more. Council may request the Host to make arrangements for the care of the beehive.

10. Relocation

10.1. The Host must not relocate the beehive from the Site without Council's approval.

10.2. The Host must give Council at least 4 weeks' written notice if the Host will be moving properties.

10.3. If the Host is moving to another property within the Cumberland Council local government area, the Host may seek approval from Council to relocate the beehive to the new property. Council will conduct a site assessment to ensure the beehive will be viable at the new property.

10.4. Any warranty or guarantee will be void once the beehive is relocated.

10.5. This Agreement will terminate immediately if Council refused to grant approval of the beehive relocation or if the Host is moving to a property outside the Cumberland Council local government area.

11. Privacy

11.1. The parties agree that any personal information used, collected, held, stored or disclosed during the course of this Agreement must comply with applicable privacy laws.

12. Discontinuation of Program

12.1. Council may, at its absolute discretion, discontinue the Program without notice. This Agreement will immediately terminate if the Program is discontinued by Council.

12.2. Council is not liable for any costs resulting from the discontinuation of the Program.

13. Termination

13.1. Council may terminate this Agreement by written notice to the Host if the Host breaches a term of this Contract and fails to remedy the breach within 5 business days following a notice to do so by Council.

13.2. Either party may terminate this Agreement by giving at least 4 weeks' written notice to the other party.

13.3. If this Agreement is terminated, the Host must return all equipment to Council within 3 business days.

14. Variation

14.1. Any variation to this Agreement must be in writing signed by both parties.

15. Costs

15.1. Each party will bear their own costs incurred in negotiating, executing and implementing this Agreement.

Signed on behalf of Cumberland Council (ABN 22 798 563 329) by its authorised officer in the presence of:

Signature of witness

Name of witness

Address of witness

Signed by the Host in the presence of:

Signature of witness

Name of witness

Address of witness

Signature of officer

Name of officer

Position of officer

Signature of Host

Name of Host

Cumberland Council

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