

**MINUTES OF THE WELLINGTON TOWN COUNCIL ENVIRONMENT COMMITTEE HELD AT THE UNITED REFORMED CHURCH HALL, WEDNESDAY 21 JANUARY 2026 AT 7.00 PM**

**Present:** Councillor C Booth (Chair)  
Councillors J Lloyd, M McGuffie, S Pringle-Kosikowsky and G Williams.

**In attendance:** Dave Farrow – Town Clerk/CEO  
Darren Hill – Open Spaces Manager  
Wasif Choudhury – Democratic Services and Finance Officer  
Councillor J Thorne  
Councillor K Wheatley  
Steven Saunders – Footpath Volunteer Coordinator  
One member of the press  
One member of the public

**414. APOLOGIES**

Apologies were received from Councillor M Lithgow.

**415. DECLARATIONS OF INTEREST**

There were no declarations of interest.

**416. MINUTES**

It was **RESOLVED** to approve and sign the minutes of the meeting held on 19 November 2025.

**417. QUESTIONS AND COMMENTS FROM MEMBERS OF THE PUBLIC**

None.

**418. FOOTPATH UPDATE**

Steve Saunders confirmed that the volunteer group is currently on their winter break and in the interim they are planning to service their machinery.

**419. OPEN SPACES MANAGER REPORT**

The report had been circulated in advance of the meeting which was noted.

At this juncture, Councillor K Wheatley entered the meeting.

Councillor J Thorne noted his concerns at the location of the CCTV cameras in the Wellington Park. The Open Spaces Manager confirmed that the CCTV cameras can be moved and alternative locations can be reviewed.

**420. OPEN SPACES MATTERS FOR CONSIDERATION**

The Open Spaces Manager confirmed that the previous quote from R W Gale to tarmac the playing field path is still the most economical which was noted. As previously agreed, R W Gale will be contacted to start this work which will be funded from the 2025-26 budget.

**421. GREEN CORRIDOR WATERWAYS AND BASINS PONDS**

The paper circulated with the agenda was considered.

After much discussion, it was **AGREED** that the Chief Executive should progress work on assessing risks and costs related to the transfer of these waterways to Wellington Town Council and to report back to a future Committee meeting with a proposal about how to proceed.

**422. MEMORIAL PLAQUES**

It was **AGREED** that the Open Spaces Manager will review examples of heritage parks in other locations for memorial plaques and present these at a future Committee meeting.

**423. CROWN ESTATE LAND**

The Chief Executive provided a verbal update on the purchase process which was noted.

**424. CLIMATE CHANGE STRATEGY**

The Chief Executive provided a verbal update which was noted.

**425. TREE STRATEGY**

The Open Spaces Manager provided a verbal update which was noted and confirmed that there were 25 trees which were not planted due to a lack of agreement with Highways Somerset on their location. An agreement has since been formalised on acceptable locations and these will be planted in the next planting season.

**426. MEETING START TIME**

It was **RESOLVED** to approve amending the start time of Environment Committee meetings to 6:30pm going forward.

**There being no further business the meeting closed at 20:03pm**

Sign.....

Date.....



Title	Open Space Managers Report March 2026
Meeting	Environment Meeting
Date of meeting	18/03/26
Action Required	Noting
Report Author and email address	Darren Hill Open Spaces Manager darren@wellingtontowncouncil.co.uk

1. Introduction

1.1 This is an update on the Open Spaces Team have been working hard to complete the winter works which includes some clearance at Jurston Lane and other locations within Wellington. The team has also started to cut grass areas and weeding, in addition to the scheduled works they have also started to power washing street signs in Wellington.

1.2The team has worked as a three-man team since Christmas, Sheldon has now left, we advertised for her replacement, and we were very lucky with the number and the quality of the applicant who have applied, we will be interviewing tomorrow.

The footpath by the football club will be starting o the 7<sup>th</sup> of April and hopefully completed on the 10<sup>th</sup> of April. RW Gale have been delayed by the weather at the start of the year, and this has pushed everything along.

The CCTV was agreed by Council and delegated to the officers to deal with, the CCTV has been in installed in the wrong spots, the contactor had a baby on the day of installation and so the team miss understood where they were to be put and the spray paint markings had disappeared. We have painted them and they will be moved by the time of the environment meeting. The CCTV is not hardwired and as such is classed as a temporary structure and is fine with the Green Flag.

The Coles family allowed used to use their land to the Welcome to Wellington sign and install a planter, we offered by way of thanks to allow a sign to be installed.

Carly Press made this sign for free and installed it. Its is black and white and not fully visible unless walking.

The drains at Burchill's Hill have been reported to Somerset Council Highways. Hopefully this will reduce the flooding risk in the future.

Thank you to Cllr Mike McGuffie for his help regarding the Lidl hedgerow. There have been various emails between me and Simon Fox, which Cllr McGuffie has been sighted on, Mike has been very helpful with the details to take back to Simon Fox with planning information. We will update you further once we have it.

Health and Safety update, the repairs to the play equipment in the REC, has now been completed and everything is operational. The Surf-rocker was removed as a replacement part was not able no longer available.

All the works raised by WT Consultancy with the Risk Assessment of the Green Corridor have now been completed, apart from the completion of the new timber bridge in the corner of Great Mead which will be by the end of March, we are also working on removing all the barbed wire fencing.

The hanging basket and bedding plants have been ordered. Janet and I are looking to bring back the Garden competitions, this will include many of the local businesses.

The accessible swing has been repair, however, very sadly it's been vandalised last week. I am looking in other options for this repair.

I have also started a draft document for the WTC Inclusive Play Policy; this will be shared with you we will look to start delivering on this over the next year.

On 14 April we will be holding a two-hour community engagement workshop to launch our participation in the Watermark Town Award 2026. The session, delivered jointly by the Town Council and Wessex Water, will introduce the award, explain why the town is taking part this year, and begin building a network of local groups and residents who want to get involved.

The workshop includes interactive activities to map local assets, identify key community priorities, and explore three themed areas: Water, Waste, and Sustainability. Participants will rotate between activity tables to share ideas, discuss opportunities, and highlight where action is most needed. The session will also capture any "hot topic" questions for follow-up.

By the end of the event, we aim to:

- Identify interested groups and individuals who want to join the campaign over 2026
- Gather initial ideas for projects and engagement activities
- Begin building momentum and visibility for the Watermark Town Award across the community

## 2. Background

2.1

2.2 etc

- Detail all relevant background information including previous decisions that will enable the Council/committee to have a full understanding of what they are being asked to consider,
- Reference any documents attached as appendices

## 3. Links to Council Vision and Place Plan

## 4. Financial Implications

Detail any costs associated with the decision and which budget they will be taken from. Where quotes have been received add as appendices. Needs sign off by DSFM

## 5. Risks

Set out any risks associated with the proposal and how they are going to be mitigated.

## 6. Considerations

For noting.

## 7. Background Papers

There may be documents that are too large to attach as appendices but that you feel that councillors may find useful. If so detail them here with hyperlinks.

**BASINS ALLOMENTS ADVISORY BOARD MINUTES**  
**Council Chamber, Wellington Town Council, 28 Fore Street, Wellington TA21**  
**8AQ**

**Monday 23<sup>rd</sup> February 2026 at 6.00pm**

**Advisory Board Present:**

Cllr Janet Lloyd (Chair)– Town Council (JL)

Cllr Catherine Govier-Wiggins – Town Council (CGW)

Mary Bradford – Plots 24 & 25 (MB)

David Lee – Plot 71 (DL)

Annette Kirk- Town Council Facilities Manager (AK)

**Tenants:**

David Capell – Plot 17 (DC)

**1. WELCOME**

The Chair, Cllr Janet Lloyd welcomed everyone to the meeting.

**2. APOLOGIES**

Michael Broom (Tenant Plot 74 & 75)

**3. TO APPROVE THE WORKING MINUTES FROM THE PREVIOUS MEETING**  
**RESOLVED** to approve meeting minutes dated 24<sup>th</sup> November 2025

**4. PLOTS AVAILABLE AND WAITING LIST**

- 8 People on waiting list.
- Plot 24 available. We have someone interested in taking this on.

**5. PLOT INSPECTIONS**

Plot 54 – The Chair removed the item from the Agenda.

**6. MAINTENANCE AND REPAIRS**

- a) Main Entrance Gate – The advisory board agreed not to replace the whole of the mesh sheet but to look at repairing the area which is damaged. AK to investigate this.

**7. COMMUNITY ACCESSIBLE PLOT**

AK read the report provided by Michael Broom, detail as follows:

- All raised beds are in place including the central bed of timber sleepers.
- Weed suppressing membrane installed on metal raised beds with nominal fill to retain it.
- The large low raised bed has been excavated to remove stone fill down to soil level to provide suitable depth of growing medium.
- The first bag of soil improver has been used up and the second bag has been partly used.
- Selection of paving slabs are on site with sand bedding to be delivered.
  - i. Completed paving on the pond side of shed.
  - ii. Half paving completed in front of shed.

- iii. Help is needed to move slabs from the front of the plot to the rear.
- Topsoil from the site needs to be sifted through to remove weeds etc before filling of the raised beds. Note- the soil contains a lot of stone and may only be suitable for the lower levels of the beds with a stone free soil needed for the upper layers. Sieving of the soil will need it to be a lot drier than at present.
- Manure needed to help fill the beds.
- Boundary fencing on the access path and the adjacent plot not yet considered.
- Shed roof not started - waiting for roofing contractor to advise materials/cost.

## **8. ALLOTMENTS RULES AND GUIDANCE.**

- a) The members discussed this at length, and made a few changes.

**RECOMMENDATION** to Environment Committee to approve the “The Basins Allotment Rules and Guidance 2026.

- b) Members agreed to amend the tenancy agreement Schedule 1- Conditions of Use: Clause 5.2 Water/Hoses/Fires is amended to read:

“To support the Town Council’s commitment to becoming carbon neutral by 2030, the lighting of fires on the allotment garden is strictly prohibited.”

**RECOMMENDATION** to Environment Committee to approve the amendment of the current tenancy agreement Schedule 1 -Conditions of Use: Clause 5.2 Water/Hoses/Fires to read:

“To support the Town Council’s commitment to becoming carbon neutral by 2030, the lighting of fires on the allotment garden is strictly prohibited.”

## **9. AOB**

- MB asked that we contact the people who are interested in having a raised bed on the Accessible Plot. It was agreed that we would make every effort to start renting the raised beds from 1<sup>st</sup> April 2026.
- The Advisory Board would like to thank Michael Broom for all his hardwork on the accessible plot.

## **10. DATE OF NEXT MEETING: Monday 13<sup>th</sup> April 2026 at 6pm**

**Meeting Closed at 7pm**

**BASINS ALLOMENTS ADVISORY BOARD MINUTES**  
**Council Chamber, Wellington Town Council, 28 Fore Street, Wellington TA21**  
**8AQ**

**Wednesday 11<sup>th</sup> March 2026 at 5.30pm**

**Advisory Board Present:**

Cllr Janet Lloyd (Chair)– Town Council (JL)  
Mary Bradford – Plots 24 & 25 (MBD)  
Michael Broom – Plots 74 & 75 (MB)  
David Lee – Plot 77 (DL)  
Annette Kirk- Town Council Facilities Manager (AK)

**1. WELCOME**

The Chair, Cllr Janet Lloyd welcomed everyone to the meeting.

**2. APOLOGIES**

Councillor C Govier-Wiggins

**3. TO APPROVE THE WORKING MINUTES FROM THE PREVIOUS MEETING**

**RESOLVED** to amend the minutes dated 23<sup>rd</sup> February 2026, minute number 8b: to re-instate in the tenancy agreement Schedule 1 – Conditions of us: Clause 5.2. Water/Hoses/Fires to read as follows:

Fires are allowed for the burning of materials from the Allotment Garden only i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 15.00 and 19.00 and 15.00 and dusk in winter. All fires must be always attended and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste. Accelerants should not be used.

**4. COMMUNITY ACCESSIBLE PLOT**

The advisory board discussed at length and agreed the following:

- i. The raised beds will be available for people with mobility issues.
- ii. Maximum of two raised beds per household.
- iii. No deposit on the raised beds.
- iv. The Rent will include the Town Council taking on the responsibility of the communal pathways, paved areas, water containers, shed, raised beds.  
Rent fees for raised beds:
  - a. Raised beds: A, B, C, E & M = £15.00 per annum
  - b. Raised bed: D = £20.00 per annum
  - c. Raised beds: F, G, H = £17.50 per annum
  - d. Raised beds: I, J, K, L = £10.00 per annum.
  - e. No concessions
- v. Accessible Plot Rules – to be put on the shed and allotment site notice board



- vi. It was decided that a tenancy policy was not needed at present. We would review this again once all the raised beds were rented and to see how the plot was being managed.
- vii. Marketing of the raised beds: It was agreed that an email would first be sent to all current allotment tenants to ask whether they had any mobility issues and whether they might prefer to give up their full plot and take on a raised bed. After two weeks, if any raised beds remained available, a post would then be shared on the Town Council's social media platforms. If interest exceeded availability, a waiting list would be created.
- viii. It was agreed that once all the beds were ready then they could be rented out.
- ix. Shed: Shed roof materials have now been purchased. Roofing contractor advised, waiting for date to complete repairs.
- x. Stock fencing and posts have now been purchased for boundary fence.

**RECOMMENDATION** to Environment Committee to approve the following:

- a) Rent Charges to include the Town Council being responsible for communal pathways, paved areas, water containers, shed, raised beds, boundary fences:
  - i. Raised beds: A, B, C, E & M = £15.00 per annum
  - ii. Raised bed: D = £20.00 per annum
  - iii. Raised beds: F, G,H = £17.50 per annum
  - iv. Raised beds: I, J, K,L = £10.00 per annum.
- b) Accessible Plot Tenancy agreement.
- c) Accessible Plot Rules

## **5. AOB**

- The Advisory Board would like to thank Michael Broom for all his hard work on the accessible plot.
- Facilities Manager suggested to the Advisory Board that work should start on levelling Tracks 1 and 2.
- Main Gate Padlock Code – it was agreed that the padlock code would change at the start of the new allotment year 30<sup>th</sup> September 2026.

## **6. DATE OF NEXT MEETING: Meeting moved from 13<sup>th</sup> April 2026 to Monday 21<sup>st</sup> April 2026 at 6pm**

**Meeting Closed at 6.35pm**



**28-30 Fore Street, Wellington TA21 8AQ**  
**Email: [info@wellingtontowncouncil.co.uk](mailto:info@wellingtontowncouncil.co.uk)**  
**Phone: 01823 662855**

## **The Basins Allotment Site - Rules & Guidance 2026**

Everything you need to know when renting an allotment from Wellington Town Council (WTC).

The Allotment Acts 1908-1950 and your Tenancy Agreement give the terms and conditions of your allotment Tenancy. The sites are owned & managed by WTC (Wellington Town Council) and as such, we do require tenants to adhere to our Rules and Guidance for the benefit of all tenants. The Rules and Guidance are in place to ensure that tenants maintain their plots with best practice, to ensure that neighbouring tenants are not inconvenienced as far as is possible.

Under Schedule 1 “Terms and conditions” of your tenancy agreement, the council has the right to enforce additional rules which fall outside your tenancy agreement itself. These rules have been developed in consultation with the Basins Allotments Advisory Board and the Council, to try to strike a balance between allowing tenants the freedom to garden their plot in the way that they chose to, whilst ensuring that this does not infringe on other allotment holders.

Therefore, the following, is a list of rules which WTC expect its allotment holders to comply with. Reports of non-compliance will be investigated and assessed on a case-by-case basis. Non-compliance will lead to immediate termination of tenancy agreement, in other cases warning letters will be sent out. If two warnings are issued, then WTC will serve a ‘Notice to Quit’ to terminate tenancy with immediate effect.

Allotments are often busy places with many allotment holders all sharing the site and working in close proximity to each other. People differ in the way that they manage their allotment, and this may not be the same way that you may manage your own. We therefore ask all allotment holders to tolerate each other and work together but equally report any concerns as soon as possible to ensure that it can be investigated in the line with our procedures.

Should a complaint arise – the following are the types of evidence we will seek to use (although this is not an exhaustive list).

- Witness statements
- Validity of complaints received.
- Physical evidence on site
- Police statements
- Photographs etc.
- Written evidence/statements. \* Please note - any complaints from other plot holders making an allegation of non-compliance can only be accepted as written statements submitted to the Town Clerk.



# WELLINGTON TOWN COUNCIL

Serving Wellington & Rockwell Green

In the case of non-cultivation there will be two warnings given. If your plot is not brought up to an acceptable standard within the set time frame, then a notice to quit will be served.

If you do bring your plot up to an acceptable standard within the time frame but then let it fail again within three months of it being at an acceptable standard one warning and a notice to quit will be served.

Failure on the Town Council's part to not enforce any of these rules, cannot be interpreted as a waiver of that rule, nor does it in any way prevent the Town Council's ability to enforce that rule again in the future.

- The Town Council has the power to make rules in order to regulate and manage the letting and use of individual allotments on its allotment sites.
- The Tenant is bound by the Town Council's Rules and Conditions and by any relevant legislation being in effect at the time.
- Changes to these rules apply to all Council Allotment tenancies and the revised Rules replace those previously in force.
- These Rules apply in general to all the Council's allotment sites. Any specific variations will be notified to the Tenant to whom it applies.
- These Rules may be amended from time to time and a copy of these will be made available as defined under 'Notification.'
- Failure to comply with the Rules or conditions of tenancy will result in action being taken to terminate the tenancy.
- The Council accepts no responsibility for loss by accident, fire, theft, or damage on any Allotment. Tenants are advised not to store any items of value on the allotment.
- Any costs incurred by the Council in undertaking works in default of a Notice or clearing away any material at the termination of the tenancy will be recharged to the Tenant.
- At the commencement of the tenancy the Tenant shall assume responsibility for all items on the Allotment. The Council reserves the right to alter, amend or suspend these rules in relation to a specific Tenancy.

## **Terms and Conditions**

### **1. Allotment Use and Storage**

- 1.1. Tenants must use their Allotment and any structures on it for their own personal use and must not conduct any business thereon or sell produce from it.
- 1.2. The Tenant may use the Allotment only for those horticulture purposes that the Council deems appropriate.
- 1.3. Only materials for use on the Allotment may be stored there, such as beanpoles, cloches, polytunnels, pots, and netting for seasonal use.
- 1.4. Storage of other items is not permitted.



- 1.5. The following items are not intended for the purposes of allotment gardening and not permitted on the allotment.: Storage of asbestos, carpets, tyres, large areas concrete, bulky plastics, play equipment, items of large furniture (excluding limited seating for a rest area), glass panes/windows, building rubble or other waste materials, batteries/electrical items (excluding garden tools) hazardous substances, or waste, large metal items.
- 1.6. Allotments must be kept in a clean and tidy manner with no waste evident and structures utilised either for storage of tools and materials or for cultivation purposes.

## **2. Cultivation and Weed Control**

- 2.1. The Allotment is let on the condition that it is maintained in a state of proper cultivation and must be maintained in such a manner that 75% of the area is in a state of active cultivation unless by agreement with the Authorised Officer.
- 2.2. Maximum of 25% of the allotment area is allowed for flower production, grass paths, or seating areas.
- 2.3. Ornamental flowers and shrubs that support biodiversity such as those that attract bees and butterflies are permitted.
- 2.4. It is the tenant's responsibility to keep the allotment free of weeds, grasses (other than on pathways) and overgrowth that may cause a nuisance to adjoining tenants. Any growth must be commensurate with an allotment space or under adequate control.
- 2.5. No monoculture cropping on allotment plots.
- 2.6. The council promotes usage of allotment plots to aid biodiversity and habitat. Such usage must be in line with proper cultivation and in keeping the allotment plot in a tidy manner.

## **3. Waste Materials and Pollutants**

- 3.1. Carpet may not be brought onto site or used in any way on an allotment. Any carpet found on an allotment will need to be removed immediately.
- 3.2. Tyres cannot be brought onto site or used in any way on an allotment.
- 3.3. The use of concrete for shed bases, glass houses or for paving, or any solid brick and cement structures is not permitted (dry laid slabs are permitted).
- 3.4. Waste material, including green waste, may not be brought onto the allotment site.
- 3.5. Compostable material originating from the allotment must be stored for use in a composter or purpose-built enclosure.
- 3.6. The Tenant must not allow any decaying matter to remain on the allotment Garden which may cause a nuisance or annoyance.
- 3.7. The tenant is responsible for their own waste and must dispose of accordingly.
- 3.8. Bringing waste from home to the allotment is strictly prohibited and can lead to immediate tenancy termination.



- 3.9. Materials must only be brought onto allotment plots for immediate or near-term use.
- 3.10. Do not fly tip any materials or rubbish from your plot, or from off site, anywhere else on the allotment site, this includes onto vacant plots, or spaces on the site (including hedges).

#### **4. Structures, Paths, and Fences**

- 4.1. The written permission of the Council is required before any structure may be placed on an allotment.
- 4.2. Any structure on the allotment must be temporary and must be maintained in safe condition.
- 4.3. Upkeep of any structures must be ongoing and should not be allowed to deteriorate.
- 4.4. Tenants taking on an allotment with existing structures will need to adhere to the ongoing upkeep of those structures.
- 4.5. Structures shall be made from non-hazardous materials and shall be in keeping with the general environment.
- 4.6. If the Council is not satisfied with the condition of the structure, the tenant must either repair it to the Council's satisfaction or remove the structure within one month of an instruction to do so.
- 4.7. The Council or Allotment associations subject to an Allotment Management Agreement with the Council may limit the size of structures specific to their site.
- 4.8. Structures must be adequately secured (including guttering etc.), and water storage units must be fit for purpose and of a standard size (or smaller).
- 4.9. Structures must be kept within the boundary of the Allotment and must not be constructed over underground utilities (e.g., water supply pipes).
- 4.10. Solid fences adjacent to neighbours Allotments should not exceed one metre in height and wire and trellis fences should not exceed 1.5 meters in height.
- 4.11. The use of barbed (type) wire is prohibited.
- 4.12. No materials, plant or structures are to be attached to Council fencing, gates, or property.

#### **5. Structures at the termination of the Tenancy**

- 5.1. The Council accepts no responsibility for structures left on the allotment upon the termination of the tenancy.
- 5.2. Any such structures should be removed by the outgoing tenant unless it is left by agreement in writing with the Authorised Officer for the benefit of the incoming tenant or others on the site.

#### **6. Paths & Principal Paths**

- 6.1. Principal Paths must not be obstructed or parked on by vehicles.



## **7. Water, Bonfires and Other Restrictions**

- 7.1. To support the Town Council's commitment to becoming carbon neutral by 2030, the lighting of fires on the allotment garden is strictly prohibited.
- 7.2. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste. Accelerants should not be used.
- 7.3. All potentially hazardous materials should be removed from the allotment site and disposed of at the relevant civic amenity site.
- 7.4. Tenants may not remove soil or similar materials from the site.

## **8. Trees, Hedges, and Invasive Plants**

- 8.1. The planting of trees on the Allotment is restricted to those on dwarfing rootstocks.
- 8.2. Where trees planted prior to rule changes to dwarf rootstock only, these must be managed and maintained in line with the advice of the Authorised Officer so as not to become overgrown, excessively sizeable or to shade out adjacent plots or prevent cultivation in line with the non-cultivation rules.
- 8.3. Tenants must not, without consent of the Authorised Officer, cut or prune any trees outside their own Allotment.
- 8.4. Large or invasive plants including (but not confined to) bamboo, willow and forms of hazel may not be grown on the allotment.
- 8.4. Tenants are responsible for maintaining any hedge or fence on their Allotment. Hedges abutting the Allotment should be trimmed so as not to obstruct pedestrian or vehicular access or restrict the use of adjoining Allotments.
- 8.5. Cutting of trees and hedges should not be undertaken during bird nesting season (1 March – 31 Aug).

## **9. Assignment and Sub-Letting**

- 9.1. The Tenancy of an Allotment is personal to the Tenant named on the agreement.
- 9.2. The Tenant may not assign or sublet all or part of their Allotment or structures thereon.
- 9.3. The Tenant may share the use of the Allotment and or structures by agreement with the Authorised Officer.
- 9.4. The tenant or their visitors may not enter onto or cross another Allotment without the express permission of the Tenant of that Allotment or in the case of a vacant allotment, the Authorised Officer.



## **10. Dogs, Livestock and Bees**

- 10.1. Dogs must not be brought onto any Allotment unless they are kept on a lead or otherwise restrained at all times. Dogs may not foul the site or stray onto other Allotments.
- 10.2. The burial of animals on any Allotment land is strictly forbidden.
- 10.3. Except with the prior written consent of the Council the Tenant shall not keep any animals or livestock on the Allotment Garden save hens (no cockerels) to the extent permitted by section 12 of the Allotments Act 1950. Such animals are not to be kept for trade or business purposes and accordingly to be limited in number as the Council may provide in writing.
- 10.4. Animal welfare guidelines must be followed and livestock provided with suitable and sufficient living conditions, diet, and water.

## **11. Rent**

- 11.1. Rents will be reviewed and will rise by the amount agreed by the Council prior to the 1st April each year.
- 11.2. Rent increase will apply to all tenants irrespective of whether the individual tenant has been advised of the increase. It is the tenant's responsibility to acquaint themselves of the increase.
- 11.3. Any increase in rent will apply from the 30th September of each year and will be announced by way of a notification via email.
- 11.4. If the rent remains unpaid for a period of more than 30 days from the due date, the Allotment shall be considered vacant and will be re-let.
- 11.5. The rent year runs from 30th September. Tenants taking up an allotment within the rent year will be required to pay:
  - 11.5.1. Between October to March the charge will be 100%
  - 11.5.2. Between April and July, the charge will be 50%.
  - 11.5.3. August and September there will be no charge.
- 11.6. A tenant may relinquish their Allotment at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable.
- 11.7. The tenant must remove any items or derelict structures from their Allotment before the end of their tenancy.
- 11.8. Tenants should only take on an additional allotment plot when the waiting list for the site is exhausted. The Authorised Officer must give permission.
- 11.9. Tenants must immediately inform the Council in writing of changes of address and contact details. If a Tenant moves to an address outside of the boundary of the Wellington Town Council their tenancy will be terminated.
- 11.10. Notices to be served by the Council on the Tenant may be sent to the Tenant's address in the Tenancy Agreement (or as subsequently notified to the Council under these rules) by ordinary post or served on the Tenant personally or by



email; or placed on the Allotment. Written information for the Council should be sent to Wellington Town Council or by email to [info@wellingtontowncouncil.co.uk](mailto:info@wellingtontowncouncil.co.uk).

## **12. Site Safety and Security**

- 12.1. No Tenant may cause or permit harassment, alarm or distress to another occupier or user of the Site.
- 12.2. It is the responsibility of the Tenant to ensure that their use and occupation of the Allotment do not represent a danger to themselves or others visiting the Site.
- 12.3. Anything on the Allotment which is considered hazardous by an Officer of the Council shall be removed.
- 12.4. Only glyphosate-based herbicide products from garden or horticultural suppliers shall be used for the control of pests, diseases, or vegetation.
- 12.5. When using any sprays or fertilisers the Tenant must take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and comply at all times with current regulations on the use of such sprays and fertiliser.
- 12.6. Sprays and fertilisers to be stored in locked safety cabinet including bleaches, herbicides, and insecticides.
- 12.7. Storage of fuels, other than small amounts (5 litres) for immediate use is prohibited.
- 12.8. Tenants may not bring, use, or allow the use of barbed or razor wire or any similar material on the Allotment.
- 12.9. Do not give site access code to other people or allow them to visit your plot unsupervised unless they have been identified as a helper/regular visitor.
- 12.10. All Tenants must lock gates on entry and departure to prevent access by unauthorised people or animals. This applies even if the gate is found to be already unlocked on arrival / departure.
- 12.11. Children brought onto the site must be closely supervised at all times and not allowed to access any other Allotment Garden other than the Tenants.
- 12.12. Nothing shall be done on the Allotment that will cause a nuisance to users of the other Allotments or those adjoining the Site.
- 12.13. No overnight staying on the allotments.
- 12.14. Only tenants and nominated individuals are authorised to be on site. Any variation must be agreed with the Authorised Officer.
- 12.15. Do not remove anything from a vacant plot, including sheds, greenhouses, plants, crops etc unless given permission to do so by the Council (the Council will not accept written or verbal permission from the previous tenant).



- 12.16. Do not take anyone else's produce or property from their plot without their permission.

### **13 Vehicles, Tents, and Caravans**

- 13.1 Motor vehicles may only be parked within a designated parking area.  
13.2 Caravans and live-in vehicles are not permitted on any Allotment land overnight.  
13.3 The overnight use of tents or other temporary structures is not permitted on the Site.

### **14 Allotment Numbering and Notices**

- 14.1 An Allotment number will be put on a post and must be kept visible from the Principal Path or main access path.  
14.2 Only Council information may be displayed on Allotment notice boards, where provided. Please contact the council should you wish to include additional material (e.g. offer of spare plants and other gardening items).

### **15 Observance of Rules**

- 15.1 These Rules supersede any previous rules in force on the allotment site.  
15.2 The Authorised Officer reserves the right to amend or waive any Rule in respect of a particular Tenancy where they consider the need is justified.  
15.3 Tenants must observe and comply with current rules and regulations and those which the Council may make at any time in the future.  
15.4 Rules will be posted online on the Council website [www.wellingtontowncouncil.co.uk](http://www.wellingtontowncouncil.co.uk) .  
15.5 Tenants must comply with any reasonable or legitimate directions given by the Authorised Officer in relation to an allotment or site.  
15.6 If a Tenant fails to use or keep their Allotment in compliance with these Rules, they shall be served a Warning Notice giving them 28 days to remedy the situation as specified.  
15.7 Failure to comply with the requirements of the Warning Notice will result in a Notice to Quit the Allotment.  
15.8 The Notice to Quit will require the Tenant to deliver vacant possession of the Allotment within one calendar month of the date of service of the Notice.  
15.9 It is the Tenant's responsibility to notify the Council in writing if they are unable for health or other reasons to maintain their Allotment. A Warning Notice will be served before a Notice to Quit except where in the opinion of the Council's Authorised Officer the use of the Allotment or the behaviour of those associated with it is such that the Tenancy should be terminated immediately.  
15.10 A Notice to Quit will be served if two previous Warning Notices have been served during the tenancy.



- 15.11 The Authorised Officer reserves the right to enter onto the Allotment without prior notice to inspect the condition thereof or undertake groundwork or emergency repairs.

## **16 Observance of Rules, Disputes, etc.**

- 16.1 Interpretation of these rules will be made by the Authorised Officer.  
16.2 The Council's decision in any dispute is final.  
16.3 Where allotment tenancies are rented to a group, they are collectively subject to additional rules issued by the Authorised Officer.

## **17 Tenancy Termination**

- 17.1 The Tenancy will be terminated where the right of occupation of the land by the Council is terminated.
- 17.2 Otherwise, the Council will give the tenant one month's written Notice to Quit if:
- 17.2.1 The rent is in arrears for 30 days or more (whether formally demanded or not).
  - 17.2.2 The Tenant is in breach of any of these rules or of their tenancy agreement.
  - 17.2.3 The Tenant no longer resides within the Town.
  - 17.2.4 The Tenant has given 28 days' notice to terminate the Tenancy either by post to Wellington Town Council or by emailing [info@wellingtontowncouncil.co.uk](mailto:info@wellingtontowncouncil.co.uk) giving details of the Allotment name and the Allotment number.
- 17.3 Upon the death of a Tenant, their partner may apply to the Council within four weeks to take over the Tenancy.
- 17.4 Any costs incurred by the Council in respect of the condition of the allotment at the termination of the tenancy will be recharged to the outgoing tenant.

Terms and Interpretation In these Rules, the words used are to have the following meaning:

**Allotment:** An Allotment Garden (as defined Allotment Act 1922) is an area of land that is let by the Council for the cultivation of vegetable crops, fruit, flowers, and herbs.

**Authorised Officer:** An Officer of the Council delegated by them to perform the function.

**Cultivation:** Keeping the Allotment in good productive order or maintained in a manner acceptable to the Authorised Officer. The maintenance and improvement of soil, the control and prevention of flowering weeds and self-set plants which may be a nuisance to other tenants, the production of ornamental plants, vegetable crops, fruit, flowers, and herbs.



**Notice:** A formal direction to an individual Tenant served under the Conditions of their Tenancy (whether oral or in writing).

**Notification:** Any general information regarding the management of the Allotments which will be displayed as follows:

- The Town Council’s web site
- By Notice affixed at the Entrance of the Allotment site
- By Notice available at the Council’s offices

**Paths:** Dividing paths between Allotments.

**Principal Path:** A common route within the site for vehicular and pedestrian access to allotments.

**Rent:** The annual rent payable for the tenancy of an Allotment.

**Site:** Any area of Allotments that are grouped together.

**Structure:** A building, shed, greenhouse, shelter, hard standing, animal run or hutch or poly tunnel.

**Tenancy agreement:** A legally binding written document which together with the Rules and Conditions records the terms of letting of a particular allotment(s). The Tenancy confers rights, privileges, and responsibilities to the Tenant over the Allotment and shared facilities of the site.

**Tenant:** A person that resides within the Town boundary, who holds the **Tenancy Agreement and is the primary user of an Allotment.**

**The Council:** Wellington Town Council.

---

***I confirm that I have read and understood the documentation above:***

***Signed by Tenant .....***

***Name.....***

***Date.....***



THIS AGREEMENT is made the            day of            20

BETWEEN

(1) WELLINGTON TOWN COUNCIL

of 28-30 Fore Street, Wellington TA21 8AQ

("the Council") and

**(2) NAME**

of **ADDRESS**

("the Tenant")

NOW IT IS AGREED as follows

### 1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the Tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

### 2. Allotment

- 2.1 The Council agrees to let and the Tenant agrees to take the raised bed situated at THE BASINS, CORAMS LANE, WELLINGTON ("the Allotment Site") numbered **1 (bed number A to G)** on the Council's allotment plan.

### 3. Tenancy and Rent

- 3.1. The Allotment Garden shall be held on a yearly tenancy at an annual rent of £[    ] which is payable to the Council by the Tenant in advance. The rent will be reviewed annually on 30<sup>th</sup> September and any increase will commence on the tenancy anniversary ("the Rent Day").

### 4. Cultivation and Use

- 4.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant

and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

- 4.2. The Tenant may not carry on any trade or business from the Allotment Site.
- 4.3. The Tenant shall have their raised bed fully cultivated within a month of commencing their tenancy. t

All tenants shall keep plots clean and free from weeds and in a good state of cultivation and fertility and in good condition so that it does not adversely affect anyone else's area.

## **5. Prohibition on Under letting**

- 5.1. The Tenant shall not underlet, assign or part with possession of the Allotment Garden or any part thereof. (This shall not prohibit another person, authorised by the Tenant, from cultivation of the plot for short periods of time when the Tenant is incapacitated by illness or is on holiday, the Council to be informed of the other person's name.)

## **6. Conduct**

- 6.1. The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 6.2. The Tenant must comply with the conditions of use attached as Schedule 1.
- 6.3. The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment Site and must conduct himself appropriately at all times.
- 6.4. The Allotment Garden may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment Garden.
- 6.5. The Tenant shall not interfere with anyone's else's assigned bed or their property and only offer advice or assistance when requested.
- 6.6. Any person who accompanies the Tenant to cultivate or harvest may not at any time interfere with anyone's else's assigned bed or their property without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment Site with his permission.
- 6.7. The Tenant must not remove produce from any other plot without the express permission of the relevant plot holder.
- 6.8. Tenants are not permitted to carry or use a firearm including an air gun at any time on site.

## **7. Lease Terms**

- 7.1. The Tenant must observe and perform all conditions and covenants that apply to the Allotment Site contained in any lease under which the Council hold the Allotment Site.

## **8. Termination of Tenancy**

- 8.1. The tenancy of the Allotment Garden shall terminate:

- 8.1.1. one month after notification of the death of the tenant to enable the plot to be cleared and relet. The tenancy will not automatically transfer to a next-of-kin or other person who the tenant may have desired or nominated to succeed to the tenancy; a request for a transfer will have to be made in writing to the Wellington Town Council.
- 8.1.2. One month's written notice by the Tenant.
- 8.1.3. It may also be terminated by the Town Council after one month's written notice:
  - 8.1.3.1. Where the tenant is not duly observing and /or carrying out the terms of the Tenancy; or
  - 8.1.3.2. The tenant fails to pay any monies due in the aforementioned time scale; or
- 8.1.4. Within the probationary period of three months from the start of a new tenancy due to the lack of cultivation or any breach of the conditions of this tenancy. At the end of the first month an inspection will be carried out and a warning letter sent. If no improvement is made by the second month, then a month's notice to quit will be served to terminate the tenancy.
- 8.1.5. By the Council, giving one month's notice to quit if:
  - 8.1.5.1. the rent is in arrears for not less than 40 days, or
  - 8.1.5.2. the Tenant is not duly observing the conditions of this tenancy.

9. In the event of the termination of the tenancy the Tenant shall leave the raised bed in a clean and tidy condition. If in the opinion of the Council the raised bed has not been left in a satisfactory condition, any work carried out by the Council to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

## **10. Change of Address**

- 10.1. The Tenant must immediately inform the Council of any change of address.

**11. Notices**

- 11.1. Any notice given under this agreement must be sent by email if a confirmatory copy is delivered by hand or sent by first class post on the same date as the email.
- 11.2. Any notice served on the Tenant should be delivered at or sent to his last known home address. Any notice served on the Council should be sent to the address given in this agreement or any address specified in a notice given by the Council to the Tenant.
- 11.3. A notice sent by first class post is to be treated as having been served on the third working day after posting whether it is received or not.
- 11.4. A notice sent by email is to be treated as served on the day on which it is sent or the next working day where the email is sent after 1600 hours or on a non working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.

**Executed by the Council by**

**Signed:**.....

**Name**..... **Position:**.....

**Signed by the Tenant**

**Signed:** .....

**Name:**.....

**Date:** .....

**In the presence of:**

**Signed:**.....**Name:**.....

## SCHEDULE 1

### Conditions of Use

#### **1. Trees**

1.1. The Tenant shall not plant any trees.

#### **2. Hedges and Paths**

2.1. All tenants must help maintain pathways between the raised beds including keeping them free of weeds and obstructions. Buildings such as sheds must be kept clean and tidy.

2.2. The Council will maintain the paved areas and boundary fences.

2.3. The Tenant must not erect fencing of any kind around the beds or in their vicinity.

#### **3. Security**

3.1. The Tenant shall be issued with a key/code/card to access the Allotment Site either by car or on foot. No replicas are to be made. No codes shall be passed to anyone other than the person authorised by the Tenant to work on his Allotment Garden under paragraph 5 of the Agreement.

3.2. The key/code/card is to be used by the Tenant only or by an authorised person under paragraph 5 of the Agreement.

3.3. The main access gate shall be closed and locked at all times. Please ensure that the gate is locked at all times after you enter and after you leave the Allotment Site.

#### **4. Inspection**

4.1. An officer of the Council if so directed may enter allotment garden for inspection of the state of cultivation and general condition of the raised beds.

#### **5. Water/Hoses /Fires**

5.1. Please use the rain water stored in the water butts provided. Do not water others' beds unless requested to do so.

5.2. No bonfires.

#### **6. Dogs**

6.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is held at all times on a leash, which is staked or fastened near the tenant's bed, and kept under control at all times. They must not be allowed to be a nuisance to other plot holders. Any faeces to be removed and disposed of off site by the Tenant.

## **7. Livestock**

7.1 The Tenant shall not keep any livestock on the plot.

## **8. Buildings and Structures**

- 8.1. No large structures are permitted on individual beds apart from cold frames/cloches.
- 8.2. The Council will take responsibility for the raised beds, shared structures and areas including shed, paved areas, compost bins and water butts,
- 8.3. The Council is not liable to loss or injury by accident, fire, theft or damage of any structures, tools, plants or contents on its raised bed area. The tenant shall also ensure that no part of the raised bed represents any hazard to the public beyond those normally associated with allotments.

## **9. General**

- 9.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Garden any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 9.2. Any waste composting on site must be done using the receptacle provided. On no account must weeds or non degradable material be placed in there. Contact the Council if you are unsure.
- 9.3. The Tenant must cover any manure on the Allotment Garden which has not been dug in.
- 9.4. All non compostable waste and refuse shall be removed from the Allotment Site by the Tenant.
- 9.5. The Tenant shall not utilise carpets or underlay on the Allotment Garden.
- 9.6. The Allocation of raised beds will be restricted to one per household unless there are exceptional circumstances or by prior agreement with the Town Council.
- 9.7. Tenants are advised that no human or animal ashes shall be scattered on the allotment plot/site.
- 9.8. No tyres are allowed on plots as the material breakdown caused by weathering releases harmful substances into the environment and contaminates the soil.
- 9.9. The tenant shall not, without express written consent of the Council take, sell or carry away any mineral, sand, clay, earth or materials which form part of the communal area. Materials taken to the raised bed area should be appropriate to the cultivation of crops: the dumping or temporary storage of waste materials is not permitted.

9.10. Tenants are required to keep noise to a minimum and be considerate of the tenants of adjacent raised beds and allotments in the area.

9.11. The tenant to provide their own tools, equipment or materials and they must be clearly marked if leaving in the communal shed.

## **10. Chemicals, Pests, Diseases and Vermin**

10.1. Only commercially available products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.

10.2. When using any sprays or fertilisers the Tenant must

10.2.1. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and

10.2.2. so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pests, and

10.2.3. comply at all times with current regulations on the use of such sprays and fertiliser.

10.3. The use and storage of chemicals must be in compliance with the all relevant legislation.

## **11. Notices**

11.1. The Tenant will endeavour to maintain the plot number provided by the Council in good order and ensure it is visible at all times.

11.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the Council.

## **12. Car Parking**

12.1. Only the Tenant or persons acting for them shall be permitted to bring cars onto the site and they must be parked in the designated areas for parking shown on the allotment plan and not obstruct the haulage ways at any time.



## **Accessible Plot – Tenant Rules**

### **Your Raised Bed**

- Please keep your bed weeded, planted, and actively cultivated during the growing season.
- If you plan to be away or unable to tend your bed, notify the Town Council
- No permanent structures without permission.

### **Shared Facilities**

- Shed – Your tools must be marked for identification purposes.
- Tools must be cleaned after use.
- Only raw green waste goes in compost bins.
- Use IBC water considerately and keep lids closed.
- Keep seating area clean and do not leave personal items.

### **Site Conduct**

- Be considerate and keep noise low.
- Paths must remain clear and accessible.
- Dogs must be on leads and waste removed.

### **Chemicals & Materials**

- Organic-first approach encouraged.
- Only use approved garden products.
- No chemicals that could contaminate shared water or compost.

### **Waste & Recycling**

- Take home all non-compostable waste.
- No bonfires on the Accessible Plot.

### **Accessibility Considerations**

- Keep pathways unobstructed and level.
- Do not block access with pots, bags, hoses, or tools.

### **End of Tenancy**

- Return beds weed-free, clear of personal items, and in good condition.
- Remove any permitted structures unless agreed otherwise.



# Somerset Council Dog Control PSPOs

## Consolidation and Consultation 2026

### FAQs – Members & Parishes version

#### 1. What is Somerset Council doing regarding Dog Control PSPOs?

Somerset Council plans to:

- Consolidate all existing dog control Public Spaces Protection Orders (PSPOs) across Somerset.
- Introduce a new dog control PSPO in the Taunton Deane area.
- Ask Members and Parishes to review existing PSPOs in their areas before the official consultation launches.

#### 2. Why are changes to PSPOs needed?

To improve the process and outcomes.

Different areas of the county currently have separate dog control PSPOs, each requiring review every three years. This creates:

- Administrative burdens
- Inconsistent enforcement
- Public confusion
- Reduced effectiveness in addressing dog-related antisocial behaviour

#### 3. What law allows the Council to enforce Dog Control PSPOs?

PSPOs are legal tools available under the **Anti-social Behaviour, Crime and Policing Act 2014** to tackle behaviours harmful to community quality of life.

#### **4. What will the new proposed PSPOs include?**

Somerset Council intends to replace the patchwork of existing orders with **two comprehensive PSPOs**:

**1. Dog fouling & dogs-on-lead by direction:**

- Offence not to pick up dog faeces anywhere the public has free access
- Authorised officers may instruct a dog to be put on a lead if needed for safety or nuisance concerns

**2. Dog exclusion zones & mandatory lead areas:**

- Dogs excluded from enclosed play areas, ornamental gardens, cemeteries, burial grounds
- Dogs must be on leads at all times in high-footfall places such as Vivary Park, Taunton

#### **5. What is the purpose of consolidating the PSPOs?**

Consolidation will:

- Improve consistency
- Simplify public understanding
- Reduce administrative reviews
- Enable better joint working with Members, parishes, communities, police and stakeholders

#### **6. What do Members and Parishes need to do now?**

You're asked to:

- Review existing **dog control** PSPO details (not other types of PSPOs)
- Suggest any potential inclusions, such as new burial grounds or play spaces that meet the criteria i.e. enclosed by a continuous fence (barrier) and for children under 5 years
- Inform us of play spaces that are no longer relevant
- Provide any additional relevant information

**7. When does this pre-consultation with Members and Parishes end?**

Friday 20 March 2026.

**8. So where can we review current dog control PSPOs?**

You will find full details here: <https://www.somerset.gov.uk/environment-and-food-safety/public-spaces-protection-orders/>

**9. And where do we feedback any comments or suggestions?**

All feedback to be sent to: [consultations@somerset.gov.uk](mailto:consultations@somerset.gov.uk)

**10. Can changes be added later than the 20 March deadline, for example during the live public consultation?**

No. Any amendments needed to the current dog control listings must be identified and applied before the consultation is published. Once the formal public consultation begins, changes, updates and revisions can no longer be added.

**11. When will the public consultation go live?**

The public consultation is expected to launch sometime during **summer 2026** and will remain open for **six weeks**. Notice of the confirmed date will be given well in advance.

**12. Will maps be available during the consultation?**

Yes. Interactive maps will form part of the consultation. They will show all relevant sites and who is responsible for them. These will be accessible online as part of the consultation materials.

### **13. Who can participate in the consultation?**

- Somerset Council Members
- City, town and parish councils
- Residents
- Visitors
- External stakeholders and partners

Everyone will be invited to share their views to ensure the orders reflect local needs.

### **14. What support is needed from Members and Parishes when the consultation is launched?**

It's hoped Members and Parishes will help:

- Promote the consultation
- Encourage community participation
- Ensure a wide representation of views

### **15. Are there any final points or clarifications Members and Parishes should note?**

- Dog fouling applies everywhere the public has free access — no need to list specific areas.
- New PSPOs will override local bylaws where applicable.
- Enforcement will remain with Somerset Council, not parish/town councils.
- All councils, including those newly consulted, should still review details.
- Queries and feedback can be sent to: [consultations@somerset.gov.uk](mailto:consultations@somerset.gov.uk). This is a monitored inbox, and you will receive a response.

### **16. What is the timeline for the PSPO consolidation project?**

- **January 2026:** Member and Parish briefings.
- **Jan–20 March 2026:** Pre-consultation review period.
- **Summer 2026:** Public consultation opens for six weeks. Date tbc.
- **Post-consultation:** Results published.

# Parish Information Sheet



**Ref: 02/2026**

For use by Somerset Council

<b>From:</b>	<b>Matt Cloke Environmental Crime Manager</b>
--------------	---

<b>Date:</b>	<b>15<sup>th</sup> January 2025</b>
--------------	-------------------------------------

<b>To:</b>	<b>All Clerks</b>
------------	-------------------

## **Somerset Council's Consolidation and Consultation Strategy for Effective Dog Control**

### **Introduction and Aims**

This briefing has been prepared for our Members and Parishes to provide an overview of Somerset Council's intention to:

- 1) consolidate all existing Somerset dog control PSPOs across the county
- 2) introduce a new dog control PSPO in the Taunton Deane area
- 3) request Members and parishes review details of existing dog control PSPOs in their areas, prior to the official consultation launch

The briefing explains the proposed changes, timelines, actions needed and details of the upcoming consultation.

The aim of this exercise is to ensure consistent enforcement of dog control measures and to inform councils of their roles and opportunities within the framework.

### **Background: Existing Dog Control PSPOs and Enforcement Challenges**

PSPOs are legal tools available to local authorities under the Anti-social Behaviour, Crime and Policing Act 2014 to address behaviours detrimental to community quality of life. In Somerset, multiple PSPOs relating to dog control have been implemented over

recent years, these include measures for dog fouling, exclusion of dogs from children's play areas and beaches, and requirements for dogs to be kept on leads in specific locations e.g. ornamental gardens, Vivary Park Taunton, and on all land where human remains are buried.

We currently have a structure where separate dog control PSPOs exist for different areas and offences – and this presents significant challenges. Each order must be reviewed, extended, or discharged every three years, creating administrative burdens and inconsistent enforcement across the county. This has led to confusion for residents and limited the effectiveness of the council's approach to tackling dog related anti social behaviour.

### **Somerset Council Proposal: Consolidation and Consistent Enforcement**

To address these challenges, the council proposes to consolidate existing dog control PSPOs within Somerset, plus introduce a dog control PSPO into the Taunton Deane area, where one has not previously existed.

In addition, we plan to replace the current patchwork of orders that exist across the county with two comprehensive PSPOs, covering all relevant dog control measures.

This consolidation exercise will streamline enforcement, simplify public understanding and ensure resources are used efficiently and effectively.

The council's strategy aims to reduce the frequency of administrative reviews and enable more effective partnership working between Somerset Council's authorised officers, our Members, colleagues in our city, town and parish councils, local communities, the police, and other external stakeholders.

### **Details of Proposed Dog Control PSPOs**

- Dog Fouling and Dogs on Lead by Direction:

The first proposed PSPO will address dog fouling in all public spaces open to the air in which the public have free access, making it an offence not to remove dog faeces. It will also empower authorised officers to require any dog to be put on a lead if deemed necessary for safety or nuisance reasons. This approach enables targeted intervention where problems arise, rather than blanket restrictions.

- Dog Exclusion Zones and Mandatory Dogs on Leads in Specific Areas:

The second PSPO will designate certain areas as dog exclusion zones, such as children's enclosed (fenced) play areas, ornamental gardens, cemeteries, burial grounds, and high footfall locations like Vivary Park in Taunton. In these places, dogs must either be excluded or kept on leads at all times, safeguarding vulnerable spaces and enhancing the enjoyment of public amenities for all residents and visitors.

## Consultation 2026

The council is committed to a transparent and inclusive process, so this communication will be the first of many.

The enforcement team, working with comms colleagues and the senior parish development officer, will keep stakeholders informed at each stage of the process with written briefings, online meetings, FAQs, plus a dedicated inbox for Member and parish clerk queries during the pre-consultation period.

This piece of work is anticipated to take many months to complete - it's a huge undertaking and we want to get it right.

### Pre-Consultation Feedback

Before launching the public consultation, we are asking our Members and Parishes to review details of any existing dog control PSPOs in their areas.

Please note we are referring to **dog control** PSPOs only (not other PSPOs).

This pre-consultation period will remain open until **Friday 20 March 2026**.

You will find full details here: <https://www.somerset.gov.uk/environment-and-food-safety/public-spaces-protection-orders/>

- Is the information correct and complete?
- Would you like to suggest any potential inclusions, prior to the main consultation going live this summer? For example, a burial ground, or new play spaces. that meet the criteria i.e. enclosed by a continuous fence (barrier) and for children under 5 years.
- Is there any additional information you'd like the enforcement team to know about?

These questions are important. Any amendments needed to the current dog control listings must be identified and applied before the consultation is published.

*Once the formal public consultation begins, changes, updates and revisions can no longer be added.*

All feedback should be sent to: [consultations@somerset.gov.uk](mailto:consultations@somerset.gov.uk)

### Consultation goes LIVE

When the formal consultation is published, full details, timelines and a web link will be circulated to all key stakeholders. A press release will be issued to the media and social media notifications posted throughout the campaign, for wider awareness.

We anticipate this will be during the **summer of 2026**, and that comments will be accepted for up to **six weeks**.

A series of interactive maps will also be made accessible for public viewing online, showing the addresses of the relevant sites and who has responsibility for them.

The consultation will be hosted on our Citizen Space pages. You may wish to bookmark the link for future reference: Somerset Council - Citizen Space

All Somerset Council Elected Members, our city, town and parish councils, along with local residents, relevant external stakeholders, partners, and visitors, will be invited to share their views on the proposals, to ensure the orders reflect local needs and priorities.

We'll be asking our Members and Parishes to help us with the promotion of the consultation, and with community participation, to ensure a broad representation of views are captured. We thank you in advance for your assistance with this.

### **Key Clarifications**

Dog fouling is covered everywhere the public has free access, so councils do not need to list these areas.

The dog control PSPOs will supersede local bylaws where applicable, and enforcement remains with Somerset Council, not parish/town councils.

All councils, including those recently consulted (ie Mendip), are being asked to participate, to capture any changes that may have happened.

### **Timeline**

#### **JAN 2026 - Notification**

Members and parishes receive notification of dog control PSPO consolidation programme, plus plans for a public consultation.

Parish Clerk Briefing (Teams Meeting) 21/01/26.

#### **JAN 2026 – Friday, 20 March 2026**

Members and parish councils review details of the existing dog control PSPOs, and feedback any additional information or potential inclusions for the main public consultation.

#### **Summer 2026 - Consultation launch**

Public consultation, complete with interactive and accessible maps, goes live for **six weeks** (launch date to be confirmed).

All key stakeholders engage, spread the word and encourage local communities to submit their responses.

Public consultation closes after six-week statutory period.

Results and feedback published.

**For more information contact:**

Name: Matt Cloke

Email: [matt.cloke@somerset.gov.uk](mailto:matt.cloke@somerset.gov.uk)

# Upcoming Dog Control Public Spaces Protection Order Consultation and Consolidation in Somerset

Consolidation and Consultation 2026



**Somerset**  
Council

# Objectives: Consolidation, New PSPO for Taunton Deane, and Member Engagement

## Strategy Overview

### PSPO Consolidation

Somerset Council aims to consolidate all existing dog control PSPOs across the county into a unified framework.

### New PSPO in Taunton Deane

A new dog control PSPO will be introduced specifically for the Taunton Deane area to address local needs.

### Member and Parish Engagement

Members and parishes are requested to review existing PSPO details before the official consultation launch.



# Aims: Consistent Enforcement and Council Roles

## Briefing Overview

The briefing covers proposed changes, timelines, actions required, and details of upcoming consultation.

## Consistent Enforcement

The goal is to achieve uniform enforcement of dog control measures across all of Somerset.

## Council Roles and Opportunities

City, Town and Parish Councils will be informed about their opportunities within the dog control consultation framework.

# Current PSPO Structure and Enforcement Challenges

## Background & Rationale

### Multiple PSPOs for Dog Control

Various PSPOs address dog fouling, exclusion zones, and lead requirements in different Somerset locations.

### Administrative Burdens

Each PSPO requires review every three years, leading to heavy administrative workload and complexity.

### Inconsistent Enforcement

The separate orders cause enforcement inconsistencies, confusing residents and reducing effectiveness.



# Dog Fouling and Dogs on Lead by Direction

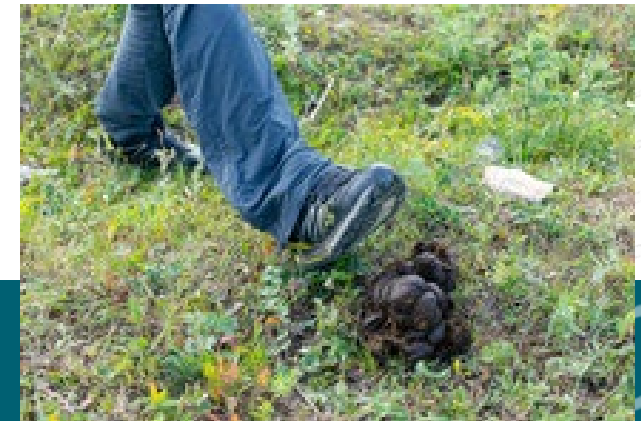
## Details of Proposed Dog Control PSPO's

### Offence for Dog Fouling

It is an offence to not pick up dog faeces in any open area accessible to the public, ensuring cleaner shared spaces.

### Dogs on Lead by Direction

Authorised officers can require dogs to be put on a lead for safety or nuisance reasons, allowing targeted control.



# Dog Exclusion Zones and Mandatory Lead Areas

## Areas with Dog Exclusion

Certain locations like enclosed play areas, ornamental gardens, cemeteries, and burial grounds will prohibit dogs, to protect vulnerable spaces.

## Mandatory Dog Leads

In high footfall places like Vivary Park, dogs must be kept on leads to ensure safety and comfort for all visitors.



# Consistency, Simplicity, and Efficient Enforcement

## Benefits of PSPO Consolidation

### **Streamlined Enforcement**

Replacing multiple orders with two comprehensive PSPOs will streamline enforcement across the county.

### **Simplified Public Understanding**

Consolidation will reduce and simplify restrictions, making it easier for the public to understand dog control measures.

### **Improved Collaboration**

Better joint working with Members, parishes, communities, police, and stakeholders will be enabled.

### **Administrative Efficiency**

The consolidation reduces administrative reviews, ensuring more efficient use of resources.



# Consultation Approach and Communication Channels

## Consultation & engagement

### Transparent Communication

The council is committed to transparency and inclusivity throughout the consultation process with frequent updates to members and key stakeholders.

### Multiple Communication Channels

Stakeholders are kept informed via written briefings, online meetings, FAQs, and a dedicated inbox for queries and feedback - [consultations@somerset.gov.uk](mailto:consultations@somerset.gov.uk)

You will find full details here: <https://www.somerset.gov.uk/environment-and-food-safety/public-spaces-protection-orders/>

### Inclusive Stakeholder Engagement

The council ensures an inclusive process by involving members, city, town & parish clerks and the community at every stage.



# Stakeholder Roles and Participation

## **Inclusive Participation**

All local councils, residents, visitors, and key partners are invited to share views for reflective local orders.

## **Member and Parish Support**

Members and parishes promote consultations and encourage community participation for broad representation.

## **Ensuring Local Priorities**

Engaging all stakeholders ensures proposals reflect the true needs and priorities of the local community.



# Review and Feedback on Existing PSPOs

## Pre-consultation actions for Members and Clerks

### **Purpose of Review**

Review existing dog control PSPOs only before the public consultation opens this summer.

### **Suggest Potential Inclusions**

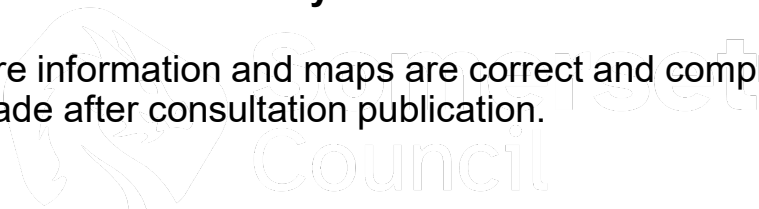
Suggest additions like burial grounds or new fenced play spaces suitable for children under five.

### **Importance of Accuracy**

Ensure information and maps are correct and complete, as changes cannot be made after consultation publication.

### **Consultation Timeline**

Pre-consultation period is open until **Friday 20 March 2026** for feedback and suggestions.



# Consultation Timeline, Promotion, and Interactive Maps

## Consultation launch & participation

### Consultation Launch and Timeline

The public consultation will start in summer 2026 and remain open for six weeks to collect community feedback.

### Promotion and Communication

Press releases, stakeholder notifications, and social media posts will create broad awareness of the consultation launch.

### Interactive Maps Availability

Interactive online maps will display relevant site locations and their responsible parties during the consultation period.



# A quick look at the timelines and next steps

## **January 2026**

Proposal briefings (Members and Parishes)

## **January 2026 to 20 March 2026**

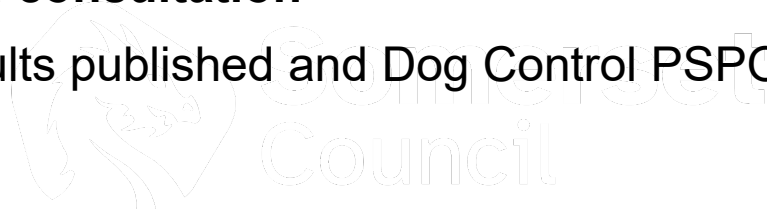
Pre-consultation review period (Members and Parishes)

## **Summer 2026**

Six-week public consultation (all stakeholders and local residents)

## **Post-consultation**

Results published and Dog Control PSPOs implemented



# Coverage, Superseding Bylaws and Enforcement Responsibility

## Public Access Coverage

Dog fouling regulations apply throughout all public access areas without listing each location specifically.

## Superseding Local Bylaws

Dog control PSPOs override existing local bylaws where relevant to ensure uniform enforcement.

## Enforcement Responsibility

Somerset Council retains enforcement duties, not parish or town councils, maintaining consistent oversight.

## Ongoing Council Participation

All City, Town and Parish Councils are encouraged to review details and participate in community awareness.

***Any amendments must be identified before the public consultation is published. Once the formal consultation begins, changes cannot be added or revised.***



## **Inclusive Play Policy V1.1**

### **Wellington Town Council's Vision and Principles**

#### **Vision**

It is the intention of Wellington Town Council to ensure that every child, young person, and family regardless of age, ability, background, or circumstance has equal access to safe, stimulating, and inclusive play opportunities within the Council's play areas, with the Recreation Ground serving as the primary location.

#### **Core Principles**

**Inclusion:** Designing play environments that are suitable for people of all abilities and ages.

**Accessibility:** Ensuring play spaces are affordable, physically accessible, and easy to use.

**Community Co-creation:** Encouraging residents, particularly children and young people, to contribute to the design and development of play spaces.

**Sustainability:** Promoting long-term maintenance and environmentally responsible design.

**Equity:** Prioritising investment and improvements in underserved neighbourhoods.

## **Understanding Local Needs**

Conduct audits of existing play spaces, assessing equipment, accessibility, safety, and patterns of use.

Engage with the community through surveys and social media to identify barriers to access and understand local aspirations.

Map the distribution of play areas to identify locations lacking inclusive or safe play opportunities.

Work in partnership with disability organisations, youth groups and family via public consultation or social media.

## **Design and Delivery**

### Physical Environment

Provide step-free access, sensory-friendly pathways, and play equipment that can be used by children of all abilities (for example, sensory tactile panels, quiet zone).

Create a balanced range of play experiences, including both structured equipment and natural play elements such as trees, sand.

Provide shaded seating areas, toilet facilities where possible, and clear signage incorporating pictograms.

Improve access routes to play equipment throughout the site.

**Seek grant funding to increase the availability of accessible play equipment.**

## **Programming**

Organise inclusive community play days and mobile play schemes that reach areas with fewer play opportunities.

Offer sensory-friendly sessions, intergenerational play events, and activities delivered in multiple languages where appropriate.

Develop partnerships with local schools and families to support inclusive play initiatives.

## **Policy and Governance**

Embed inclusive play objectives within relevant planning and leisure policies.

Introduce an Inclusivity Impact Assessment for all new play developments.

Allocate appropriate maintenance and safety budgets to protect inclusive features and ensure their longevity.

Establish a Play Advisory Group that includes children, parents, and advocates for inclusion.

## **Measuring Impact**

Collect and review community feedback annually.

Monitor improvements in accessibility across play facilities.

Share success stories and progress publicly to build trust and raise awareness.

## **The Importance of Inclusive Playgrounds**

Play is fundamental to a child's development and wellbeing, and playgrounds play a vital role in supporting this. Across the United Kingdom, many children live with disabilities, making inclusive play provision particularly important.

Through play, children can:

Learn new skills

Explore their environment

Stay physically active

Make friends and develop social connections

Limited access to play spaces can contribute to exclusion and social isolation.

Our Aspirations

Wellington Town Council aims to provide:

Accessible play equipment

Sensory play opportunities

Appropriate surfaces, fencing, and gates to ensure safety and ease of access

These improvements will help ensure that play spaces are enjoyable, safe, and welcoming for all children.

Wellington Town Council will work to improve access and increase the availability of inclusive play equipment within the Recreation Ground as a priority. Improvements to other play areas will follow. Information about accessible play facilities will also be published on the Council's website.