

**MINUTES OF THE WELLINGTON TOWN COUNCIL ENVIRONMENT COMMITTEE HELD AT THE UNITED REFORMED CHURCH HALL, WEDNESDAY 18 MARCH 2026 AT 6:30 PM**

**Present:** Councillor J Lloyd (Vice-Chair)  
Councillors M Lithgow, M McGuffie, S Pringle-Kosikowsky, G Western 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  
Steven Saunders – Footpath Volunteer Coordinator  
Charles Biscoe – Grand Western Greenway  
One member of the press  
Four members of the public

**504. APOLOGIES**

Apologies were received from Councillor C Booth.

**505. DECLARATIONS OF INTEREST**

There were no declarations of interest.

**506. MINUTES**

It was **RESOLVED** to approve and sign the minutes of the meeting held on 21 January 2026.

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

One member of the public spoke about The National Emergency Briefing film which is due for release on 7 April 2026. Transition Town Wellington would like to co-ordinate a good date and time with WTC to show this film in late May with as many Councillors in attendance. Council Officers will investigate the most appropriate date and liaise with the member of public about this.

One member of the public spoke about the need for more inclusive play equipment in Play Areas and the need for a pedestrian crossing by the Catholic Church on Mantle Street.

The Open Spaces Manager responded that the Council is investigating more inclusive equipment in play areas such as wheelchair accessible swings, widening the path to the Rec Play Area to allow for greater wheelchair access and a map of all accessible and inclusive play equipment in Wellington. Council Officers will raise the request for an additional pedestrian crossing with Highways Somerset.

**508. GRAND WESTERN GREENWAY**

Charles Biscoe provided an update on the Grand Western Greenway active travel project from Wellington Train Station to Taunton Train Station. He is confident that planning permission would be granted to the start of the active travel route in both Wellington and Taunton. He noted the discouraging news

that Somerset Active Travel funding is going towards urban travel routes as opposed to rural routes and therefore the only access to funding for the Grand Western Greenway project is through Section 106.

**509. TRINITY FARM NATURE RESERVE**

Gabriel Connor-Stretch, CEO Greenshank Environmental was not in attendance so this item was not discussed.

**510. FOOTPATH UPDATE**

Steve Saunders confirmed that they are still in the transition period between winter and spring. He confirmed that the group managed to clear one tree that had fallen onto a path.

**511. OPEN SPACES MANAGER REPORT**

The Open Spaces Manager provided a verbal update of his report which was noted.

Councillor M McGuffie noted that the gate into Fox's Field was not secure and would allow fly tipping. The Open Spaces Manager will investigate options for a new gate into Fox's Field.

Councillor J Thorne expressed concern at the Welcome to Wellington sign located at Coles Farm by Chelston Roundabout. He has requested that the Coles sponsorship sign is removed or the Welcome to Wellington sign is moved to a council owned plot. Councillor M Lithgow agreed. Council Officers will review the options and feed them back to a future committee for resolution.

**512. BASINS ADVISORY BOARD**

The minutes of the meetings held on 23<sup>rd</sup> February and 11<sup>th</sup> March 2025 were noted.

At this juncture, Councillor S Pringle-Kosikowski left the meeting.

It was **RESOLVED** not to approve the proposed The Basins Allotments Rules and Guidance 2026 due to the recommendation that bonfires should be allowed. Furthermore, section 10 is titled 'Dogs, Livestock and Bees' but makes no mention of bees. The Basins Advisory Board will need to review The Basins Allotments Rules Rule and Guidance and resubmit to a future Environment Committee.

It was **RESOLVED** to approve the following:

- i. Accessible plot raised beds rent charges as detailed below:
  - Raised beds: A, B, C, E & M = £15.00 per annum
  - Raised bed: D = £20.00 per annum
  - Raised beds: F, G, H = £17.50 per annum
  - Raised beds: I, J, K, L = £10.00 per annum.
- ii. Accessible Plot Tenancy Agreement

iii. Accessible Plot Rules

**513. WELLINGTON MONUMENT PLANTER**

It was **RESOLVED** to approve improvements to the entrance to Wellington by re-homing the Wellington Monument Planter and some area of landscaping on the roundabout at the entrance to Longforth Farm.

**514. LIDL HEDGEROW**

It was **AGREED** to make a formal complaint to Somerset Council regarding the missing hedgerows at Lidl, Taunton Road and Nynehead Road. The main basis of the complaint shall be in relation to a breach of planning application conditions.

**515. PUBLIC SPACES PROTECTION ORDER FOR DOG FOULING**

Councillors noted the difficulty of policing dog fouling and how this protection order will be useless unless properly enforced. Councillors agreed that this was not an appropriate response to the problem of dog fouling.

It was **AGREED** to raise no comment.

**516. INCLUSIVE PLAY POLICY**

It was **RESOLVED** to approve the draft Inclusive Play Policy as a starting point to be further developed.

**There being no further business the meeting closed at 20:00pm**

Sign.....

Date.....



Title	Open Space Managers Report April 2026
Meeting	Environment Meeting
Date of meeting	22/04/26
Action Required	Nothing
Report Author and email address	Darren Hill Open Spaces Manager <a href="mailto:darren@wellingtontowncouncil.co.uk">darren@wellingtontowncouncil.co.uk</a> "KBT Green Flag Awards"

### 1. Open Spaces Team

1.1 Following a very successful application process with some very strong applicants, we appointed two members of staff to join the Open Spaces Team, Elliot Enfield and Oliver McCarten both of which have been welcomed into the team and have received a full induction, already demonstrated their strengths and we are looking forward to seeing how the service improves and builds with these new starters.

1.2 The team has been busy, since our last meeting we have constructed a bridge over a large ditch in the Green Corridor this now better links Great Meadow with Great Oak Field and has been very well received by the users. The team has started to clean of road signs which were looking very bad around the town, this will continue as and when we are able to.

### 2. Playing Field Footpath

The footpath by the football club has been completed by RW Gale and we have received a lot of public thanks. RW Gale have also extended the path for the WAFC near the Selwyn Aspin Stand.

### 3. South West in Bloom

On the 26<sup>th</sup> of March , The Mayor and I attended a South West In Bloom Spring Seminar at RHS Rosemoor, where we were presented with a Pride in Parks 5 Star Award for Wellington Park. I have thanked our team for all the effort they have put into the park this year.

#### 4. Green Flag Judging

Green Flag judging of Swain Lane Nature Reserve took place on the 1<sup>st</sup> of April with The Basins and Fox's Field to follow. We look forward to seeing how we do later in the year.

#### 5.. Park CCTV Cameras

The CCTV cameras have been moved and the metal frames painted black; they do look a lot better now.

#### 6 Play Areas

- (i) Dobree, Warren Rd and Corner Close Play Areas have all had power washing and some painting to the play equipment, we have also needed to undertake some repairs to the play surface at these locations.
- (ii) Work has started on the repair to wall in the play area at Richards Close, Somerset Council has instructed Abacus Builders to undertake the works which are due to be completed by the end of the week.
- (iii) A new accessible swings seat harness is on order for the Recreation Ground and a lockable box to be installed on the wall to access the harness.

#### 7 Street Cleaning

Dave Burge is sadly still off work but we now have a full-time barrow man working in the town centre . He started on Monday 13 April and its looking better around the town.

#### 8. Health and Safety update.

I have worked with WT Consultancy to complete our COSHH regulations work, we now have a full produce safety data sheets, updated Risk Assessments and full Fire Assessments for 2026-27. The only outstand job was to install the Lifebuoy in Fox's Field which has now been completed, so we currently have not outstanding H&S actions. The Team will start working through there update e-learning and the H&S Portal later in the year.

#### 9. Tree Inspections

This year we have 651 trees to undergo there three yearly inspections; this work has also started.



**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.



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 Councils' 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. No bonfires are allowed on plots or on the allotment site. We asked that all organic waste is composted including pernicious, perennial weeds. Woody waste can either be chipped or shredded. Another option is to bury it a couple of feet down in the soil to gradually rot down and improve the moisture holding capacity of the soil
- 7.2. Tenants may not remove soil or similar materials from the site.

Deleted: <#>All potentially hazardous materials should be removed from the allotment site and disposed of at the relevant civic amenity 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.
- 10.5. **The keeping, housing, or introduction of bees is not permitted on the allotment site.**

## **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.

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

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

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

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