

TOGSTON PARISH COUNCIL

Chairman
June Watson

Clerk: Clair Lewis
65 Main Street, Felton
Northumberland, NE65 9PT
Tel: 07809 205548

To the Members of Togston Parish Council:

15 March 2022

Dear Councillor

You are hereby summoned to attend a meeting of Togston Parish Council on Monday 21 March 2022 at 6:00pm for the purpose of transacting the following business. The Meeting has been rescheduled to 21 March due to the Clerk testing positive for Covid.

This Meeting will be held in Guyzance Room, Acklington Village Hall and is open to the public. **To access the Guyzance Room, please take the path along the outside left hand side of the Hall and go in through the side door, not the main entrance.**

C Lewis

AGENDA

1. Apologies for absence

To approve any apologies for absence

2. Public Participation

Members of the public may ask questions or make representations (limited to five minutes in total)

3. Disclosure of Interests

To disclose any interests in items on the Agenda and to grant any dispensations

4. Minutes of previous meeting

To approve as a correct record the minutes of the Ordinary Meeting of the Council held 11 January 2022 (Pages 4-7)

5. Report from Northumbria Police

To receive a report from Northumbria Police

6. Report from County Councillor Terry Clark

To receive a report from County Councillor Terry Clark

7. Chairman's Report

To receive a report from the Chairman

8. Finance

- a. To receive financial report to 9 March 2022 (Page 8)
- b. To authorise payments

Payee	Head of Expenditure	Cost	VAT	Total
C Lewis	Clerk's Salary	£835.20		£835.20
HMRC	PAYE	£208.80		£208.80
S Jeffrey	Christmas Lights	£15.00		£15.00
United Reform Church	Christmas Lights	£36.25		£36.25
Bentham Ltd	Stationery	£14.95	£2.99	£17.94

TOGSTON PARISH COUNCIL

c. To note receipts

Date	Source	Reason	Amount
10/2/22	TSB Bank	Interest	£0.04

d. To approve purchase of new bin for opposite Togston Social Club as recommended by NCC

e. To approve purchase of allotment plot markers, (yellow 1.5mm 2 ply matt finish acrylic engraving laminate, with black writing, 30mm diameter, engraved with numbers and A/B as required) at a cost of £34.79, plus additional minor expenditure for fixings

f. To appoint Gillian Turner as the Parish Council's internal auditor for the current financial year ending 31 March 2022, as the previous auditor has retired

9. 4 Queen Street

To receive update on rubbish and other issues and to agree any actions

10. Queen Street – Back Lane Upgrade

To receive an update on the proposed upgrade to Queen Street Back Lane and to agree any actions

11. Queen Street – Uninsured/Untaxed Vehicles

To discuss the issue of uninsured and/or untaxed vehicles and to agree any actions

12. Garages

a. To agree the draft Garage Licence Agreement (Pages 9 and 10) and to instruct Clerk to issue these to current occupiers

b. To discuss dilapidated garage and to agree actions

13. Caravan Parking

a. To agree the draft Caravan Parking Agreement for Gordon Terrace Car Park (Page 11) and to instruct the Clerk to issue these to current occupiers

b. To agree to set Caravan Parking charges for the Gordon Terrace Car Park at £70 for the financial year 2022/23

c. To agree request from resident to park his caravan on the Gordon Terrace Car Park

14. Allotments

a. To receive update on bench seat grant application made by Cllr Watson

b. To agree revised Tenancy Agreement for new tenancies (Pages 12 and 13)

c. To agree revised Allotment Rules (Pages 14 – 18)

d. To agree Allotment Rents for the financial year 2022/23 as follows: (see plans on Pages 19 – 21)

Band A: 0.019ha and above (yellow on plans) £35

Band B: 0.014ha – 0.018ha (green on plans) £28

Band C: 0.013 and under (blue on plans) £20

e. To agree that tenants can have until 6 May 2022 (five weeks from 1 April), to clear their allotments and bring them into a clean and tidy state before any enforcement action is taken for breach of the Allotment Rules

TOGSTON PARISH COUNCIL

15. Planters

To discuss summer bedding plants for planters on Togston Road and to agree actions

16. Garden Competition Review

To review 2022 Garden Competition due to the extensive storm damage suffered at the allotments and agree actions

17. Christmas Lights/Tree 2022

To agree arrangements for the Christmas Lights and Tree for 2022:

- a. To agree location
- b. To agree actions for completing risk assessment and any relevant paperwork, for example NCC event notification form
- c. To agree any other required actions

18. Disabled Parking Bay

To discuss marking of disabled bay in Queen Street parking area and to agree actions

19. Correspondence Received

20. Items for the next Agenda

21. Date of Next Meeting

Tuesday 10 May 2022 at 6:00pm, Acklington Village Hall

TOGSTON PARISH COUNCIL

ITEM 4 – DRAFT MINUTES

At the Meeting of the Parish Council held at Acklington Village Hall on 11 January 2022 at 6:00pm.
Present: Cllrs A Cairns, K Farwell, M Farwell, S Jeffrey, F Moore and J Watson (Chairman)

83/21 Apologies for Absence

Cllr Urwin

84/21 Public Participation

A resident raised concerns about the state of the allotments following Storm Arwen. There is no fencing in places and there is a risk to anyone accessing the site. Metal and glass is lying around. The resident appreciates that the Parish Council has limited funds but is concerned that many tenants may end up walking away from the allotments due to a lack of funds, time or skills to repair the damage, especially if there are more strong winds. The resident agrees that allotment prices should be increased generally but suggested that they should not be increased this year. The Parish Council discussed whether tenants could help each other by forming a working party to start the process of clearing and repairing the storm damage.

Cllr Watson has been to the Archives at Woodhorn to read the past Parish Council minutes and has visited the allotments a number of times since Christmas. Cllr Watson would like to see a programme of renewal and proper practices in place for managing the allotments. The Parish Council needs to strike a balance between available funds and what is needed; the Parish Council's spending on the allotments is curtailed by the amount of funds it has, which comes from the rents. Cllr Watson would like to put in place a five year improvement plan, under which rents are gradually increased and used to improve the allotments. At present, there is a deficit which means the Parish Council is subsidising the allotments for example for water and the Service Level Agreement for grass cutting.

The Parish Council discussed hiring a skip at the start of April. The Parish Council will also look at categorising the allotments into Bands to set the rents. Cllr Watson stated that repairs and maintenance at the allotments need to be factored into the rents as the Parish Council cannot afford rents to stay the way they are. The Parish Council discussed whether bonds could be used or whether the outgoing tenant should be billed for the cost of clearing their allotment if left untidy. The Clerk confirmed that paperwork and requests for rents are sent out at the start of April. The Parish Council is not responsible for damage on allotments, however it did discuss what can be done to help. The Clerk will contact tenants to ask about storm damage and to ascertain whether tenants are giving up or keeping their allotments.

85/21 Disclosure of Interests

Cllrs Cairns, K Farwell, M Farwell, S Jeffrey and F Moore declared an interest in Item 11 (Allotments) as allotment tenants. All councillors affected submitted requests for a dispensation to take part in the meeting.

RESOLVED to grant dispensations to all affected councillors.

TOGSTON PARISH COUNCIL

86/21 Minutes of Previous Meeting

The Minutes of the Ordinary Meeting of the Parish Council held on 9 November 2021 were approved as a true record.

87/21 Report from Northumbria Police

None received.

88/21 Report from County Cllr Terry Clark

None.

89/21 Chairman's Report

Cllr Watson provided her report:

- a. As a responsible landlord the Parish Council arranged for a skip to be hired following Storm Arwen. This was located behind Togston Social Club. Cllr Jeffrey attached a notice to the sign explaining what it could be used for and the skip was used responsibly by allotment tenants.
- b. Damage to allotment structures (e.g. greenhouses) is the responsibility of tenants. The Parish Council's insurance does not cover claims by third parties as a result of injury by those structures. The Parish Council is responsible for common areas and tenants are responsible for insuring their own allotment.
- c. The East View boundary fence has collapsed. Cllr Watson has asked the joiner for a quote for repairing this, which will include reusing some of the existing pieces. The joiner has also quoted for repairs to the car park fence.
- d. Cllr Watson is applying for a grant to cover the cost of the new bench seat for the main allotment site.
- e. The Parish Council allotments were inspected during the summer months by the Parish Council. The Clerk has created an Allotment Register with details of tenants. If any tenants are intending to vacate their allotment at the end of March please could they let the Parish Council know so that the allotment can be allocated to someone on the waiting list. Anyone who has structures they no longer want on their allotment could advertise these via the Parish Council and/or notice board in case others would like them. Tenants should remove debris when they vacate their allotment in accordance with the tenancy agreement. Tenants are encouraged to give their telephone and email addresses to the Clerk to reduce postage costs.
- f. This year the Christmas light switch on took place for the final time at Christ Church, with thanks to Cllr Cairns for organising this. The location for next year's Christmas Tree needs to be agreed and planned.
- g. The Parish Council can get free trees through the Woodland Trust and Cllr Watson has provisionally ordered two Small Copse packs (30 saplings each) and one Medium Year Round Colour pack (105 saplings), to be planted to commemorate the Queen's Jubilee. These will be delivered at the start of March unless the Parish Council decides not to proceed and cancels the order. The Clerk will circulate details of the packs to councillors by email.

TOGSTON PARISH COUNCIL

- h. Cllr Watson met with NCC on site in Queen Street to discuss a proposal to upgrade the back lane and to improve parking. County Cllr Terry Clark has agreed in principle to help with funding this scheme through his Member's Small Scheme Allowance. Estimates are being prepared and sent to County Cllr Clark for approval.

90/21 Finance

- a. The financial report to 4 January 2022 was received.
- b. **RESOLVED** to authorise the following payments. The Parish Council noted that the water bill seemed high. However, looking at the total water bill over the year this seems comparable to previous years.

Payee	Head of Expenditure	Cost	VAT	Total
Wave (Anglian Water)	Allotments – Water	£292.54	£0.00	£292.54
Flannigan & Border Skip Hire	Allotments	£295.00	£0.00	£295.00
Hobberlaw Plants	Christmas Lights	£104.17	£20.83	£125.00

- c. The following receipts were noted:

Date	Source	Reason	Amount
10/11/21	TSB Bank	Interest	£0.04
19/11/21	Individuals	Allotment equipment sale	£140.00
19/11/21	Petty Cash	Petty cash paid into bank account	£16.74
10/12/21	TSB Bank	Interest	£0.04

91/21 Precept

RESOLVED to set the Precept for the Year ending 31 March 2023 at £5,500, in light of the damage caused by Storm Arwen and the need for repairs and maintenance.

92/21 Repairs to Fencing

RESOLVED to accept the quote provided by Chris Bowden (Joiner) for repairs to the fencing in the car park area and next to the path at a total cost of £1,100.

93/21 Vehicles obstructing Queen Street Footpath

- a. Cllr Watson met with NCC enforcement on site. The car has now been moved. It was noted that the interior wall has been removed between the Parish Council garage and the neighbouring private garage. The occupant of the Parish Council garage needs to be recorded as the tenant and pay the rent, and may not carry out a business from the garage. However, it was agreed with the tenant and the NCC enforcement officer (Mr Bryson) that the tenant could use the Parish Council garage for storage relating to his business which will allow him to continue.

TOGSTON PARISH COUNCIL

- b. The Parish Council considered the installation of bollards to prevent parking of illegal vehicles and discussed the issues arising in that area, including cars and vans bending posts into the garage at the other end.

RESOLVED to accept the quote provided by Chris Bowden (Joiner) for installing bollards and to also ask Mr Bowden to install two at the other end.

94/21 Allotment Rules

The Parish Council considered the allotments generally and the differences between the main site/East View and the Togston Crescent site. The Parish Council agreed it was difficult to compare the sites as they have different advantages: convenience, vehicle access and/or water on site. The Parish Council will review the current rules and the Clerk will draft an updated set for consideration along with allotment rents at the next meeting.

95/21 Garage Ground Rent

Cllr Watson has been reviewing the Parish Council papers in the Archives at Woodhorn and noted that garage ground rent has decreased from the original amount, which was £25. The Parish Council noted that there have been no increases since 1993. The Parish Council discussed at length by what amount the rent should be increased.

RESOLVED to set the garage ground rent at £32 for the financial year 2022/23 and to increase with inflation in subsequent years. When the Clerk writes to request rents in April she will include the fact that rents have not increased since 1993.

96/21 4 Queen Street

There is still a problem with abandoned furniture and white goods in the garden. The Clerk will speak to NCC.

97/21 Items for the Next Agenda

- Allotment Rents
- Allotments annexed to properties on Togston Court
- 4 Queen Street – rubbish in garden

98/21 Date of Next Meeting

The Parish Council agreed to change its date for the next meeting to coordinate with another hirer of the Hall.

The next meeting will therefore be on **Tuesday 15 March** 2022 at 6:00pm, Acklington Village Hall

The Chairman closed the Meeting at 8:05pm.

TOGSTON PARISH COUNCIL

ITEM 8a – FINANCE

TOGSTON PARISH COUNCIL						
Financial Position at 9 March 2022						
Balances at 1 April 2021						
TSB Club Charity and Trust Account						6,137.77
TSB Business Instant Access Account						827.43
Petty Cash						98.58
BALANCE b/f at 1 April 2021						7,063.78
RECEIPTS						
				Budget	Year to Date	
Precept				4,000.00	4,000.00	
Rents				1,571.00		
Allotments					1,042.50	
Garages and Parking					660.00	
Wayleave				250.00	249.14	
VAT Refunds				100.00	-	
Interest received				-	0.40	
				5,921.00	5,952.04	
PAYMENTS						
Expenditure	Reserves at 1 April 2021	Allocation of Budget at 1 April 2021	Receipts (Year to Date)	Transfers from Gen. Reserves	Payments (Year to Date)	Current Balance
Clerk's Salary	-	2,950.00	-		1,793.46	1,156.54
Clerk's Expenses	-	50.00	-	17.39	67.39	-
Stationery	-	-	-	46.33	46.33	-
Insurance	-	750.00	-		708.76	41.24
Allotments and Garages	-		1,702.50	1,349.49		-
Water Charges		350.00	-		307.79	
Rock Salt		100.00	-		-	
Grass Cutting		200.00	-		449.20	
Hedge Cutting		200.00	-		-	
Allotments Maintenance		-	-		3,145.00	
Togston in Bloom Competition	-	150.00	-		123.96	26.04
Togston in Bloom Plants	-	150.00	-		63.00	87.00
Gordon Street Car Park		-		500.00	500.00	-
Garages		-		125.00	125.00	-
Miscellaneous	-	200.00	-		2.29	197.71
Subscriptions/Training	-	170.00	-	89.98	259.98	-
Donations	-	150.00	-		25.00	125.00
Room Hire	-	50.00	-		50.00	-
Audit Fees	-	90.00	-	27.00	117.00	-
Website	-	75.00	-		75.00	-
Christmas Lights	430.81	-	-		396.62	34.19
Recoverable VAT	-	-	-	71.87	71.87	-
	7,063.78	5,635.00	1,702.50	2,227.06	8,327.65	1,667.72
BALANCE c/f					4,688.17	
BANK RECONCILIATION						
Balances at 9 March 2022						
TSB Club Charity and Trust Account						4,439.22
TSB Business Instant Access Account						827.75
Petty Cash						-
Less						
Uncleared payments						- 578.80
					4,688.17	-

TOGSTON PARISH COUNCIL

ITEM 12 – DRAFT GARAGE LICENCE AGREEMENT

THIS AGREEMENT IS MADE ON

TOGSTON PARISH COUNCIL (“The Parish Council”) and
[] (“The Licensee”) of []

BETWEEN:

1. In this Agreement “the Fee” means the annual licence fee as set by the Parish Council each year.
2. The Parish Council agrees to grant and the Licensee agrees to accept an annual licence from the date of this Agreement until 1 April next and thereafter from year to year of:
Garage [] at [] (“the Garage”)
3. The Licensee must comply with the following conditions of use:
 - 3.1. The Licensee must use the Garage as a private garage only and must not run any business or trade from the Garage.
 - 3.2. The Licensee must not park nor permit parking so as to cause obstruction of the forecourt or access thereto, or so as to cause an obstruction to any highway including public rights of way.
 - 3.3. The Licensee must not permit anything to take place at or in the Garage which may cause or become a nuisance.
 - 3.4. The Licensee must not keep anything inflammable in the Garage other than the petrol in the tank of a vehicle.
 - 3.5. The Licensee must not collect waste or refuse on the site but should dispose of it correctly.
 - 3.6. The Licensee must keep the Garage in good condition and if dilapidated must either replace it or remove the garage and return it to hard standing.
 - 3.7. The Licensee must not sublet or otherwise assign or dispose of any part of the Garage.
 - 3.8. The Licensee must return the Garage on termination of this tenancy in clean and good state and cleared of any contents.
 - 3.9. The Licensee must inform the Parish Council immediately of any changes to their address.
4. The Licensee agrees to pay the Fee on 1 April each year.
5. The Parish Council is not responsible or liable for any loss to the Licensee due to theft of any property belonging to the Licensee or as a result of vandalism.
6. This Licence shall be terminated:
 - 6.1. On the death of the Licensee; or
 - 6.2. By the Licensee giving notice in writing at any time; or
 - 6.3. By the Parish Council, giving at least one month’s notice in writing, if the Parish Council considers that the Licensee is in breach of this Agreement.
7. Any written notice given by the Parish Council to the Licensee shall be signed by the Parish Clerk and may be served on the Licensee in person, by post to the Licensee’s last known address or by fixing the notice in a conspicuous manner on the Garage.
8. Any written notice given by the Licensee to the Parish Council shall be sufficiently served if signed by the Licensee and delivered to the Clerk either personally or by post to 65 Main Street, Felton, Northumberland, NE65 9PT.

TOGSTON PARISH COUNCIL

9. By signing this Agreement the Licensee agrees that the Parish Council may hold personal data such as name, address, email address and telephone numbers on our database. This information will only be used by Officers and Members of the Parish Council in relation to the management of the Garages.

Signed _____ Date _____
The Licensee

Signed _____ Date _____
C Lewis, Parish Clerk, for and on behalf of Togston Parish Council

TOGSTON PARISH COUNCIL

ITEM 13a – DRAFT CARAVAN PARKING LICENCE

THIS AGREEMENT IS MADE ON

BETWEEN:

TOGSTON PARISH COUNCIL (“The Parish Council”) and

[] (“The Licensee”) of [], being the person responsible for the vehicle

1. In this Agreement “the Fee” means the annual licence fee as set by the Parish Council each year.
2. The Parish Council agrees to grant and the Licensee agrees to accept an annual licence from the date of this Agreement until 1 April next and thereafter from year to year of:
[Description of Caravan] (“the Caravan”) at the Gordon Terrace Car Park
3. The Licensee must park the Caravan at the south end of the car park to leave space for other car park users.
4. The Licensee agrees to pay the Fee on 1 April each year.
5. The Parish Council is not responsible or liable for any loss to the Licensee due to theft of any property belonging to the Licensee or as a result of vandalism or any other damage to the Caravan caused by other car park users.
6. This Licence shall be terminated:
 - 6.1. On the death of the Licensee; or
 - 6.2. By the Licensee giving notice in writing at any time; or
 - 6.3. By the Parish Council, giving at least one month’s notice in writing, if the Parish Council considers that the Licensee is in breach of this Agreement.
7. Any written notice given by the Parish Council to the Licensee shall be signed by the Parish Clerk and may be served on the Licensee in person, by post to the Licensee’s last known address or by fixing the notice in a conspicuous manner on the Caravan.
8. Any written notice given by the Licensee to the Parish Council shall be sufficiently served if signed by the Licensee and delivered to the Clerk either personally or by post to 65 Main Street, Felton, Northumberland, NE65 9PT.
9. By signing this Agreement the Licensee agrees that the Parish Council may hold personal data such as name, address, email address and telephone numbers on our database. This information will only be used by Officers and Members of the Parish Council in relation to the management of the Gordon Terrace Car Park.

Signed _____
The Licensee

Date _____

Signed _____

Date _____

C Lewis, Parish Clerk, for and on behalf of Togston Parish Council

TOGSTON PARISH COUNCIL

ITEM 14b – DRAFT ALLOTMENT TENANCY AGREEMENT

THIS AGREEMENT IS MADE ON

TOGSTON PARISH COUNCIL (“The Parish Council”)

and

[] (“The Tenant”) of []

BETWEEN:

1. In this Agreement:
 - 1.1. “the Allotment Rules” mean the terms and conditions of allotment tenancy as determined from time to time in by the Parish Council. A copy of the Allotment Rules current at the commencement of this Agreement is attached and has been read by the Tenant.
 - 1.2. “the Rent” means the annual rent as set by the Parish Council each year.
2. The Parish Council agrees to let and the Tenant agrees to accept an annual tenancy from the date of this Agreement until 1 April next and thereafter from year to year of:

Allotment Garden [] at the [Togston Parish Allotments/East View Allotments/Togston Crescent Allotments] (“the Allotment Garden”)
3. The Tenant agrees:
 - 3.1. To comply with the Allotment Rules;
 - 3.2. [To pay a deposit of [] on commencement of this tenancy, which will be held in accordance with the Allotment Rules];
 - 3.3. To pay the Rent on 1 April each year; and
 - 3.4. To return the Allotment Garden on termination of this tenancy in clean and good state.
4. The Parish Council is not responsible or liable for any loss to you due to theft of any property including plants belonging to you or as a result of vandalism.
5. This tenancy shall be terminated:
 - 5.1. On the death of the Tenant; or
 - 5.2. By the Tenant giving notice in writing at any time; or
 - 5.3. By the Parish Council, giving at least one month’s notice in writing, if the Parish Council considers that the Tenant is in breach of this Agreement or the Allotment Rules; or
 - 5.4. By the Parish Council serving on the Tenant not less than twelve months’ written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
6. Any written notice given by the Parish Council to the Tenant shall be signed by the Parish Clerk and may be served on the Tenant in person, by post to the Tenant’s last known address or by fixing the notice in a conspicuous manner on the Allotment Garden.
7. Any written notice given by the Tenant to the Parish Council shall be sufficiently served if signed by the Tenant and delivered to the Clerk either personally or by post to 65 Main Street, Felton, Northumberland, NE65 9PT.
8. By signing this Agreement the Tenant agrees that the Parish Council may hold personal data such as name, address, email address and telephone numbers on our database. This information will only be used by Officers and Members of the Parish Council in relation to the

TOGSTON PARISH COUNCIL

management of the Allotment Garden.

Signed _____
The Tenant

Date _____

Signed _____

Date _____

C Lewis, Parish Clerk, for and on behalf of Togston Parish Council

TOGSTON PARISH COUNCIL

ITEM 14c- DRAFT ALLOTMENT RULES APRIL 2022

TOGSTON PARISH COUNCIL

Allotment Rules

1. APPLICATION OF THESE RULES

- 1.1. In these Rules, “**You**” means you as the allotment tenant and any person listed on your tenancy as sharing your allotment.
- 1.2. You are responsible for the actions by anyone on your allotment with your permission. If their actions breach these Rules this will count as a breach of the Rules by you.

2. YOUR ADDRESS AND CONTACT DETAILS

- 2.1. You must live within the parish or within 4 miles of the parish boundary.
- 2.2. You must provide a valid current postal address.
- 2.3. If your address changes, you must notify the Parish Council straight away.
- 2.4. You must provide either a telephone number or email address (preferably both) so that you can be contacted in an emergency and to save on postal costs.

3. USE OF THE ALLOTMENT

- 3.1. You may only use your allotment as a domestic allotment garden. This means that you must use it wholly or mainly for growing vegetables, fruit and flowers for you or your family.
- 3.2. You must not carry out a trade or business from any part of your allotment.
- 3.3. You must not take, sell or carry away any mineral, gravel, sand, earth or clay from your allotment, unless you provided and brought it onto the allotment.

4. SHARED USE

- 4.1. You may apply to the Parish Council in writing to share your allotment with one other person. The Parish Council reserves the right to refuse the arrangement if it appears to be designed to circumvent the waiting list.
- 4.2. Once accepted by the Parish Council, the Sharer must provide their contact details and will then be added to your tenancy agreement. This will entitle them to first refusal of your allotment if and when you vacate it.

5. UNDERLETTING AND ASSIGNMENT

- 5.1. “Underletting” is defined as including any situation in which a person other than you cultivates your allotment.
- 5.2. Underletting of any part of your allotment is not permitted and will result in termination of your tenancy, unless you have obtained the express written consent of the Parish Council in advance.
- 5.3. You may not assign your allotment to anyone else. If you wish to give up your allotment, you must notify the Parish Council and the allotment will be allocated to a new tenant.
- 5.4. A third party can help you with your allotment on a temporary basis, for example, to cover sickness and this will not be considered underletting. You must let the Parish Council know about any temporary arrangements as soon as possible.

6. CONDUCT AND NUISANCE

TOGSTON PARISH COUNCIL

- 6.1. You must conduct yourself appropriately at all times when on site.
- 6.2. You must not cause any nuisance or annoyance to the occupier of any other allotment.
- 6.3. You must not go onto another person's allotment without their express permission.
- 6.4. You must not remove or borrow equipment, materials or produce from another person's allotment without their express permission.

7. LIABILITY

- 7.1. You will be liable for any injury to any person on your allotment.
- 7.2. You will be liable for any damage caused by you or your property to another person's allotment or to neighbouring properties.
- 7.3. The Parish Council is not responsible or liable for any loss to you due to theft of any property including plants belonging to you or as a result of vandalism.

8. CULTIVATION AND CONDITION

- 8.1. You must keep your allotment in good condition, clean and free from weeds.
- 8.2. You must cultivate at least one quarter (25%) of your allotment within three months.
- 8.3. You must cultivate at least three quarters (75%) of your allotment within twelve months.
- 8.4. [The maximum area for hard landscaping (for example, patios and internal paths) is one fifth (20%) of your allotment.]
- 8.5. If you are away or otherwise unable to cultivate your allotment or to keep it in good condition, you must get in touch with the Parish Council as soon as possible.
- 8.6. Rubbish must be removed promptly and not allowed to collect so as to cause nuisance.

9. BOUNDARIES AND COMMON PATHWAYS

- 9.1. The external boundary fences of the allotment site remain the responsibility of the Parish Council. Any damage should be reported as soon as noticed.
- 9.2. Any hedges on your allotment are your responsibility.
- 9.3. Any internal boundary fences within your allotment and between allotments are your responsibility.
- 9.4. You must keep your hedges properly cut and trimmed. Hedges must not exceed 5 feet (1.52 metres) in height.
- 9.5. You must keep any ditches clear.
- 9.6. You must keep your fences and gates in good repair. Fences and gates must not exceed 5 feet (1.52 metres) in height.
- 9.7. Razor or barbed wire is not allowed.
- 9.8. Gates must be kept locked (if applicable) **[WHAT DOES "IF APPLICABLE" MEAN? WHICH GATES NEED OT BE KEPT LOCKED? HOW CAN PC ACCESS ALLOMENT IF GATE LOCKED? DO WE NEED CODE/COPY KEY?]**
- 9.9. You must display any plot marker provided and keep it in good order and visible.
- 9.10. You must not expand your allotment into or otherwise block or obstruct a common pathway. Pathways between allotments must be kept wide enough for wheelbarrows.

10. WATER

TOGSTON PARISH COUNCIL

10.1. You must install a water butt as soon as possible after being allocated your allotment to help keep water charges low.

10.2. If you have a water tap on your allotment you must allow other tenants to access this.

10.3. Water taps will be turned off between [November and March].

10.4. Any water leaks should be reported as soon as noticed.

11. BONFIRES

11.1. You are encouraged to use environmentally methods of disposing of rubbish. This might include composting, recycling or donating.

11.2. Bonfires must be controlled and supervised at all times. You must not leave a bonfire burning unattended on your allotment. Bonfires should be fully extinguished before you leave the allotment.

11.3. You must make sure your bonfire does not cause a nuisance to other tenants or neighbouring properties. Avoid having a bonfire when the wind will carry the smoke over roads or into other people's allotments or property. Try to avoid damp still days and evenings, when the smoke will linger.

11.4. You must not burn household rubbish, rubber, insulating cable or anything containing plastic, foam or paint.

12. CHEMICALS AND HAZARDOUS SUBSTANCES

12.1. You must not bring any material of a hazardous nature onto the allotment, except as permitted by this Rule.

12.2. You may store a maximum of two (2) gallons of liquid petroleum for use in garden machinery.

12.3. You may use products available from garden or horticultural suppliers to control pests, diseases or weeds. These must not be used in a way which causes detriment or nuisance to nearby allotments.

12.4. The use and storage of chemical products is subject to Government Regulations and it is your responsibility to comply with these.

13. ANIMALS

13.1. You may only keep hens (maximum 6) and/or rabbits on your allotment.

13.2. You may not keep any other livestock on your allotment without express permission. This includes cockerels, geese, ferrets, weasels and stoats.

13.3. You must not set aside more than one quarter (25%) of your allotment for hens or rabbits.

13.4. You must keep any hens or rabbits in a properly secured area which complies with relevant welfare codes.

14. VERMIN

14.1. You must take all reasonable steps to prevent vermin on your allotment. The following measures are taken from the National Society of Allotments and Leisure Gardens:

14.1.1. Keeping your plot tidy, removing rubbish from the site and regularly moving storage piles

14.1.2. Visit and inspect your allotment regularly, making your presence known (for example kicking compost bins)

TOGSTON PARISH COUNCIL

- 14.1.3. Keeping structures secure and in good order and checking for signs of rats living underneath, blocking access points in and under sheds and structures (rats can squeeze through a 1 inch (2.5 cm) hole), place structures on hard standing if possible
- 14.1.4. Locating your compost heap or bins in open areas, keeping them moist and turning them regularly, using weld mesh as a base for compost bins and as a lining for wooden compost heaps
- 14.1.5. Storing seed, bulbs etc in rodent-proof containers
- 14.1.6. Not feeding birds or wildlife with items such as fat balls, bird seed or nuts
- 14.1.7. Harvesting fruit and vegetables promptly
- 14.1.8. Storing hen or rabbit food in metal rodent-proof containers and cleaning up spilled food, using rodent resistant treadle feeders and removing food and water sources at night
- 14.1.9. Rodent-proof hen houses with weld mesh and not chicken wire

14.2. You must pay for vermin control if this is needed because of your hens and/or rabbits.

15. BUILDINGS AND OTHER STRUCTURES

- 15.1. "Other Structures" means sheds, greenhouses, polytunnels, animal houses and enclosures, garages and summer houses.
- 15.2. You may not erect a building or other structure on your allotment without the Parish Council's express written consent, which you must get in advance. The Parish Council is free to impose specifications and/or conditions when giving consent.
- 15.3. You do not need consent for a like-for-like replacement.
- 15.4. Consent will not be refused for:
 - 15.4.1. A building reasonably necessary to keep hens or rabbits
 - 15.4.2. A garden shed or greenhouse to a maximum size 10'x6'.
 - 15.4.3. A polytunnel, provided it does not cover more than two thirds of the plot
- 15.5. You must keep buildings and other structures in good repair.
- 15.6. Buildings and other structures must be removed at the end of your tenancy and will not be compensated for, unless otherwise agreed by the Parish Council.

16. CARAVANS, VANS AND OTHER VEHICLES

- 16.1. You may not take a vehicle onto your allotment without the Parish Council's express written consent, which you must get in advance. The Parish Council is free to impose specifications and/or conditions when giving consent and authorised vehicles are parked at the owners' own risk.
- 16.2. This rule includes static caravans and trailers as well as vehicles remain mobile.

17. DEPOSIT

- 17.1. You have paid us the deposit stated in the Tenancy Agreement.
- 17.2. The Parish Council holds the deposit as security against any loss caused to it by your breach of these Rules or the terms of the Tenancy Agreement.
- 17.3. After the Parish Council has deducted any amount necessary to compensate it for your breach, the balance will be paid to you without interest.

TOGSTON PARISH COUNCIL

18. INSPECTIONS

The Parish Council reserves the right for its appointed representative(s) to enter your allotment to inspect the cultivation and condition of the plot.

19. BREACH OF THE AGREEMENT OR THE ALLOTMENT RULES

19.1. The Parish Council is entitled to terminate your Tenancy if you breach the Tenancy Agreement or these Rules.

19.2. On becoming aware of a breach of the Tenancy Agreement or Rules, the Parish Council will write to you asking you to remedy the breach.

19.3. If you fail to remedy the breach or to respond, the Parish Council will serve one month's notice effective if the breach is not remedied.

20. AT THE END OF YOUR TENANCY

20.1. When your tenancy ends you must give up the allotment to the Parish Council in the clean and tidy state required by these Rules.

20.2. If your allotment is not left in a clean and tidy state, the Parish Council may make a charge to you for the cost of putting your allotment into a satisfactory state and may retain your deposit to cover this charge.

20.3. If you are ending the tenancy, you should give a date by which you will have removed your produce, any buildings and other structures, and personal possessions. If the Parish Council has terminated the tenancy, you will be given a month to do so. You must agree any items you wish to leave with the Parish Council or you may be charged for their removal.

20.4. You must hand back any keys or other property which the Parish Council has provided to you.

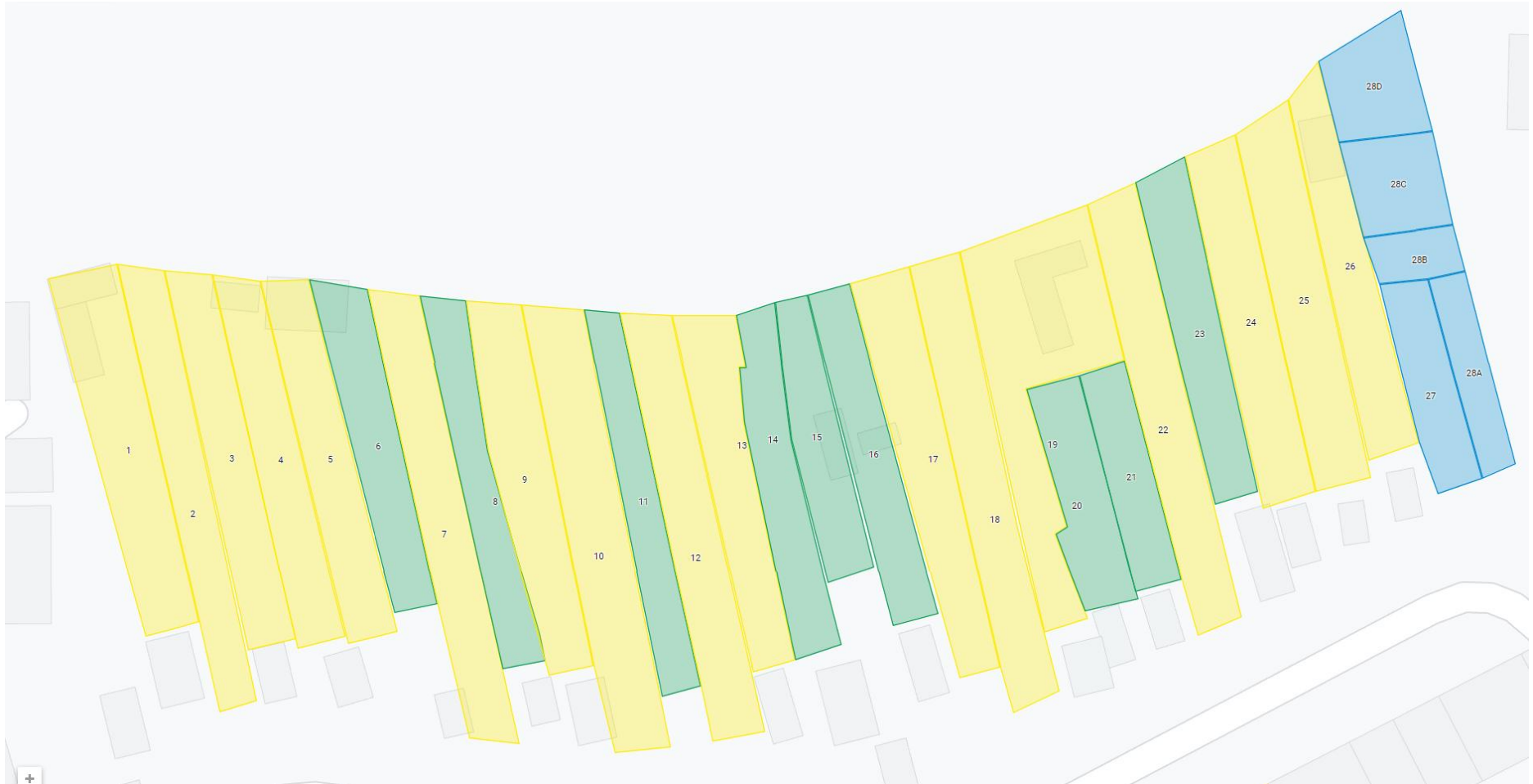
21. CHANGES TO THE RULES

21.1. The Parish Council may alter these Rules at any time during the tenancy.

21.2. You will be notified of any changes to these Rules in writing by email or post.

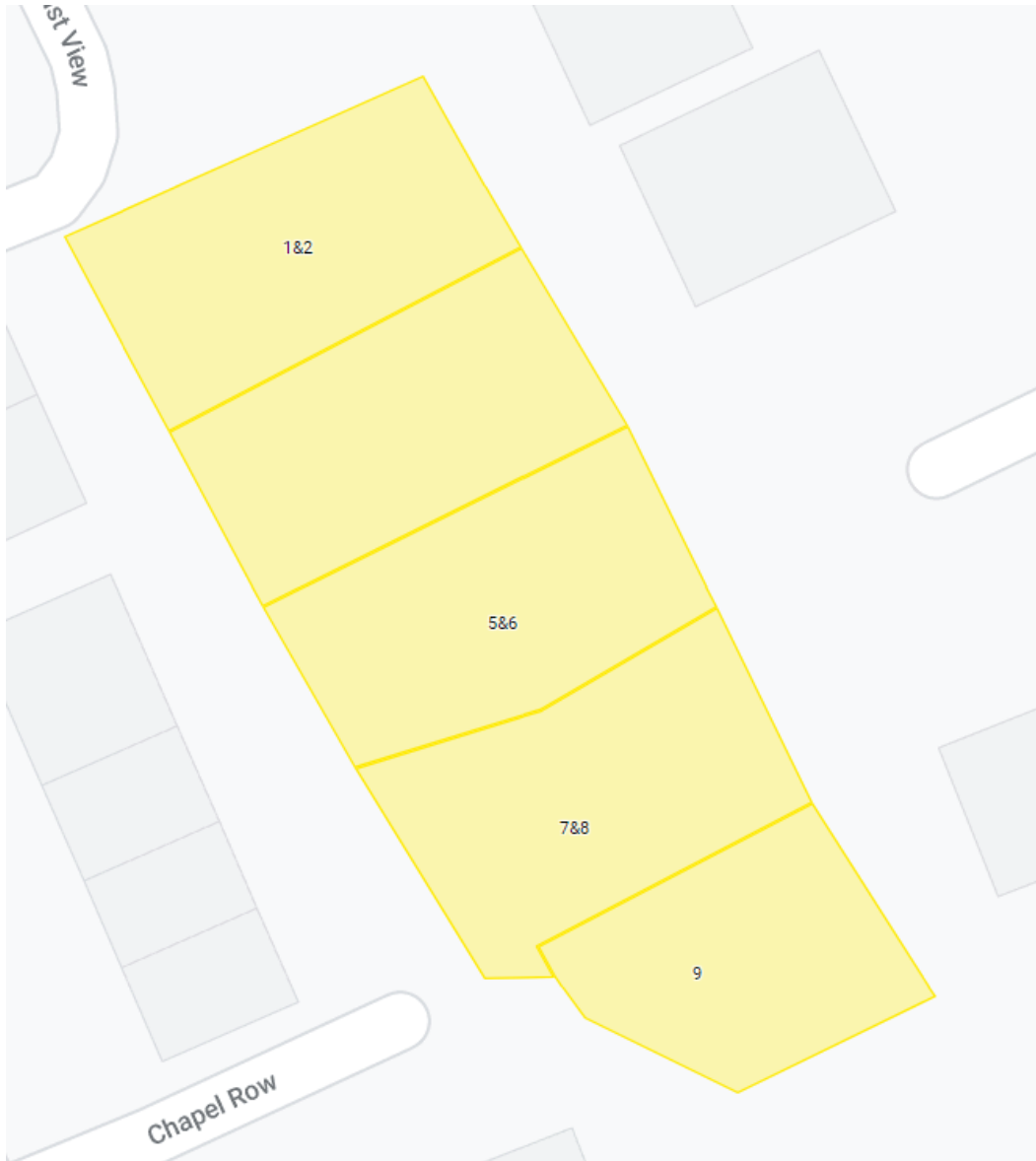
TOGSTON PARISH COUNCIL

ITEM 14d – ALLOTMENT PLANS – TOGSTON CRESCENT ALLOTMENTS



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ITEM 14d – ALLOTMENT PLANS – EAST VIEW ALLOTMENTS



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ITEM 14d – ALLOTMENT PLANS – TOGSTON PARISH ALLOTMENTS

