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**Allotment Tenancy Agreement**

**Allotment Tenancy Agreement**

**between KENNINGTON COMMUNITY COUNCIL (the "Council") and**

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

**Postal address:** \_\_\_\_\_

\_\_\_\_\_

**Post Code:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**Mobile number:** \_\_\_\_\_

**(the "Tenant")**

Whereby the Council agrees to let, and the Tenant agrees to hire, as from [first day of tenancy], the following allotment plot.

Site: **[name]**

Plot: [plot number]

Size: [size in perches]

The allotment plot described above, (subject to the exception and reservations contained in the lease (if any) under which the Council hold the land) will be charged at the yearly rent (1<sup>st</sup> October to 30<sup>th</sup> September) of **[£n.nn per perch]**, equivalent to a total yearly rent of **[£n.nn per year]**. A proportionate rent will be charged for any part of a year over which the tenancy may extend. Any changes to the rental fee will be notified to the Tenant at least 28 days prior to invoicing. Payment is due in full within 21 days of the date of any invoice.

The tenancy is subject to the Allotments Acts, 1908 to 1950 and to the terms and conditions set out in the **Allotments Tenancy Terms And Conditions** which are attached and can also be downloaded from the Council website. Any changes to the Allotments Tenancy Terms and Conditions will be notified to the Tenant at least 28 days prior to their effective date.

The Allotment Tenancy Agreement will continue on a rolling yearly basis unless terminated by the Council or the Tenant. The tenancy may be terminated by the Council or the Tenant by giving in

Allotments Tenancy Agreement (Adopted 17.05.23)



writing 12 months or longer notice to quit expiring on or before the sixth day of April, or on or after the twenty-ninth day of September in any year, provided always that the Clerk to the Council, at their discretion, agrees to accept an earlier termination by the Tenant.

Tenants are asked to note that, as the site has not been surveyed for some time, the Council reserves the right to remeasure plot sizes at a future date. Any variance will be notified to the tenant at least 28 days prior to the effective date.

Any notice required to be given by the Council may be signed on behalf of the Council by the Clerk to the Council or other officer delegated by the Clerk. Any notice may be served on the Tenant either electronically, personally or by leaving it at the Tenant's last known place of residency, by registered letter addressed to the Tenant or by fixing the same in an appropriate manner on the allotment.

The Council's Address for Service is PO Box 606 Ashford Kent TN23 9YF

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**I hereby confirm that I have read and understood the Allotments Tenancy Terms and Conditions and agree to be bound by them.**

**TENANT:**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print name: \_\_\_\_\_

**CO-WORKER (if any):**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print name: \_\_\_\_\_

**For and on behalf of Kennington Community Council:**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_