



# COLNEY HEATH PARISH COUNCIL

Highfield Park Office  
Hill End Lane  
St Albans  
Hertfordshire AL4 0RA  
Tel: 01727 825314  
Email: [clerk@colneyheathparishcouncil.gov.uk](mailto:clerk@colneyheathparishcouncil.gov.uk)

Colney Heath Village Office  
83 High Street  
Colney Heath  
Hertfordshire AL4 0NS

10<sup>th</sup> February 2020

**RE: Freedom of Information Act 2000**  
**Colney Heath Parish Council – Correspondence regarding Roestock Hut**

I write with regard to your request for information sent by email to Colney Heath Parish Council. Your email was received by the Council on 20<sup>th</sup> January 2020.

Under the Freedom of Information Act 2000, we are required to confirm what information we hold, and if we do hold the information, disclose the information, subject to exemptions or other provisions applying.

You requested:

1. A copy of any letters/emails outlining the legal advice given to the PCC by their legal team (excepting any legally privileged documents).
2. A copy of the letter from the Girl Guiding Association in which they request not to renew the lease.
3. In addition, can you confirm when the Section 25 notice was issued?

Our response:

Emails and documents that are not marked either 'without prejudice' or that are legally privileged and that have been shared with Parish Councillors have been attached to this response.

Emails sent by the Girl Guiding Association to the Parish Council or copied to the Parish Council have been redacted and are also attached to this response.

Section 25 notices to the Scout Association Trust Corporation as Trustee of the Colney Heath Scout Group of the Scout Association and Colney Heath Guide Company and Colney Heath Brownie Guide Pack of the Guide Association were issued on both 29<sup>th</sup> February 1996 and 14<sup>th</sup> January 2019.

I hope that the response is useful and answers your questions successfully.

If you are dissatisfied with this response you have a right to appeal to the Information Commissioner's Office at the following address:

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF



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You must do this no later than two months after the Parish Council's last response to you.

Yours sincerely,

**Lisa Chaplin LCGI (Hons) CPFA CiLCA**  
**Clerk to the Council**  
**For and on behalf of**  
**Colney Heath Parish Council**

# DEBENHAMS OTTAWAY

## SOLICITORS

Lisa Chaplin  
Clerk to the Council  
Colney Heath Parish Council  
Parish Office  
83 High Street  
Colney Heath  
Hertfordshire  
AL4 0NS

Your Ref:

Our Ref: SJT/JP/561-10

Direct Dial: 01727 735662

E-Mail: [st@debenhamsottaway.co.uk](mailto:st@debenhamsottaway.co.uk)

First by Email: [clerk@colneyheathparishcouncil.gov.uk](mailto:clerk@colneyheathparishcouncil.gov.uk)

4th October 2018

Dear Sirs,

Re: Ownership of Roestock Hut, Roestock Park

We refer to our previous correspondence.

As advised, we have carried out fairly extensive work in this matter and have been provided with the documents set out in the Schedule annexed to this letter.

From our research, we have ascertained as follows:-

1. On the facts known to us, the hut has become vested in the Parish Council. In particular, we have seen no evidence of any express agreement that the hut, as distinct from the ground on which it is affixed, was to remain the property of any third party other than the Parish Council.

In the absence of an express agreement, the law as summarised in the case, (by way of example only), of Peel Land and Property (Ports No: 3) Limited v TS Sheerness Limited (Court of Appeal 2014) provides that where a structure is constructed by a tenant on land belonging to a landowner, ownership of that structure passes to the landlord at the very latest at the end of the tenancy.

2. We have had no factual information as to any contrary agreement that may have been entered into at or before when the hut was initially constructed.
3. If any third party can provide any further additional documentary evidence, relating to any agreement in respect of construction/ownership of the hut, please provide this to us and, we shall at your request, provide a further opinion, taking into account any new evidence.
4. Moreover, if any party with an interest in the land or the building disagrees with what we have said above, they should feel free to correspond with us, with their reasons

Debenhams Ottaway Solicitors

Ivy House, 107 St Peter's Street, St Albans, Hertfordshire AL1 3EW

T: 01727 837161 F: 01727 830506 W: [debenhamsottaway.co.uk](http://debenhamsottaway.co.uk) DX: 6105 St Albans

for disagreement, and we will, at your request, consider the points made and provide a response.

5. Although this letter would normally be confidential and privileged from production, provided the Parish Council agrees, it may be disclosed to all interested parties on the condition that it is confidential to those parties and not disclosable to anyone else. Any other communications between ourselves and any representatives of the Parish Council shall remain confidential and privileged from production in the usual way.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Debenhams Ottaway LLP", with a stylized flourish at the end.

Debenhams Ottaway LLP

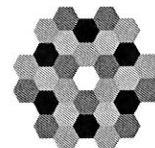
Enc

## Schedule of Documents

Provided by Colney Heath Parish Council to Debenhams Ottaway :-

1. Commercial Building Survey prepared by Brasier Freeth LLP, inspection on Monday 18<sup>th</sup> September 2017;
2. Energy Performance Certificate dated 23<sup>rd</sup> February 2018;
3. Notice pursuant to Section 25 of the Landlord and Tenant Act 1954 dated 29<sup>th</sup> February 1996;
4. Asbestos Survey Report dated 24<sup>th</sup> July 2017;
5. Proposal at Council Meeting on Monday 23<sup>rd</sup> April 2018;
6. Email from Parker Arrenberg of 16<sup>th</sup> August 2018;
7. Under-lease between the Parish Council and the Scout Association Trust Corporation dated 27<sup>th</sup> June 1997;
8. Under-lease between the Parish Council and the Scout Association Trust Corporation of 12<sup>th</sup> February 1979;
9. Planning permission (undated) for construction of the hut dated 16<sup>th</sup> April 1980;
10. Lease between the District Council and the Parish Council of 15<sup>th</sup> April 1969;
11. Lease between the District Council and the Parish Council of 6<sup>th</sup> January 1993.

Debenhams Ottaway LLP



# Official copy of register of title

Title number HD579512

Edition date 14.12.2018

This official copy shows the entries on the register of title on 04 Jan 2019 at 15:15:06.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 04 Jan 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry Leicester Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

HERTFORDSHIRE : ST ALBANS

1 (14.12.2018) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Roestock Park Recreation Ground, Admirals Close, Colney Heath, St Albans.

2 (14.12.2018) The land has the benefit of the exceptions and reservations contained in a Transfer of 46 Admirals Close, Colney Heath, St Albans AL4 0QE dated 8 March 1976 made between (1) The Council of the District of St Albans (Council) and (2) John Geoffrey Matthews and Pamela Leonora Matthews (Transferees):-

.....

EXCEPTED AND RESERVED to the Council full and free right of access at all times and from time to time and for all purposes to

(a) the common supply pipe from which water is supplied to the property hereby transferred in so far as the same may be situated within the boundaries of the property hereby transferred and

(b) the square headed stop valve fitted on the branch pipe between the property hereby transferred and the said common supply pipe together with the right of operating the said valve."

3 (14.12.2018) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 6 January 1993

Term : 99 years from 6 January 1993 determinable as therein mentioned

Parties : (1) The Council of the District of St Albans  
(2) Colney Heath Parish Council

4 (14.12.2018) The Lease prohibits or restricts alienation.

5 (14.12.2018) The landlord's title is registered.

Title number HD579512

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (14.12.2018) PROPRIETOR: COLNEY HEATH PARISH COUNCIL of Highfield Park Visitor Centre, Hill End Lane, St. Albans AL4 0RA.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (14.12.2018) The land is subject to any rights that are reserved by the registered lease dated 6 January 1993 and affect the registered land.

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 04 January 2019 shows the state of this title plan on 04 January 2019 at 15:15:07. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Leicester Office .

# HM Land Registry

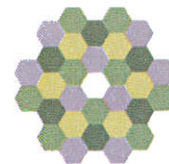
## Official copy of title plan

Title number **HD579512**

Ordnance Survey map reference **TL2105NW**

Scale **1:1250 enlarged from 1:2500**

Administrative area **Hertfordshire : St Albans**



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DATED

1992

THE COUNCIL OF THE DISTRICT  
OF ST ALBANS

- and -

COLNEY HEATH PARISH COUNCIL

L E A S E

of

Roestock Park Recreation Ground  
Admirals Close Colney Heath in  
the County of Hertford

Term: 99 years

Commencing

Rent Peppercorn

Copy Rosalind P. H. Jones  
in file

THIS LEASE is made the <sup>sixth</sup> day of January  
One thousand nine hundred and ninety <sup>three</sup> ~~two~~ BETWEEN THE COUNCIL OF THE  
DISTRICT OF ST ALBANS of Civic Centre St Peter's Street St Albans in the  
County of Hertford (hereinafter called "the Council" which expression shall  
where the context so admits include the person or Council for the time being  
entitled to the reversion immediately expectant on the determination of the  
term hereby created) of the one part and COLNEY HEATH PARISH COUNCIL  
(hereinafter called "the Lessee" which expression shall where the context so  
admits include its successors in title) of the other part acting by FREDERICK  
STUART ELLIS of Rosedene 1 Tyttenhanger Green St Albans aforesaid and DERRICK  
CRUMP of 11 Smallford Lane Sleapshyde St Albans aforesaid being two members of  
the Colney Heath Parish Council

WHEREAS-

1. (1) By a Lease dated the fifteenth day of April One thousand nine  
hundred and sixty nine ("the Lease") and made between The St Albans Rural  
District Council of the one part and the Lessee of the other part ALL THAT the  
demised premises (as hereinafter defined) were demised by the said The St  
Albans Rural District Council to the Lessee for the term of Twenty eight years  
from the first day of October One thousand nine hundred and sixty eight at the  
rent and subject to the covenants and conditions therein reserved and  
contained

(2) The reversion immediately expectant on the Lease is now vested  
in the Council

(3) It has been agreed between the parties hereto that the said  
term of Twenty eight years shall be surrendered and that a new Lease shall be  
granted to the Lessee in substitution therefor in manner hereinafter appearing

WITNESSETH as follows:-

1. IN consideration of the demise hereinafter contained the Lessee as  
Beneficial Owner HEREBY SURRENDERS unto the Council the residue of the said

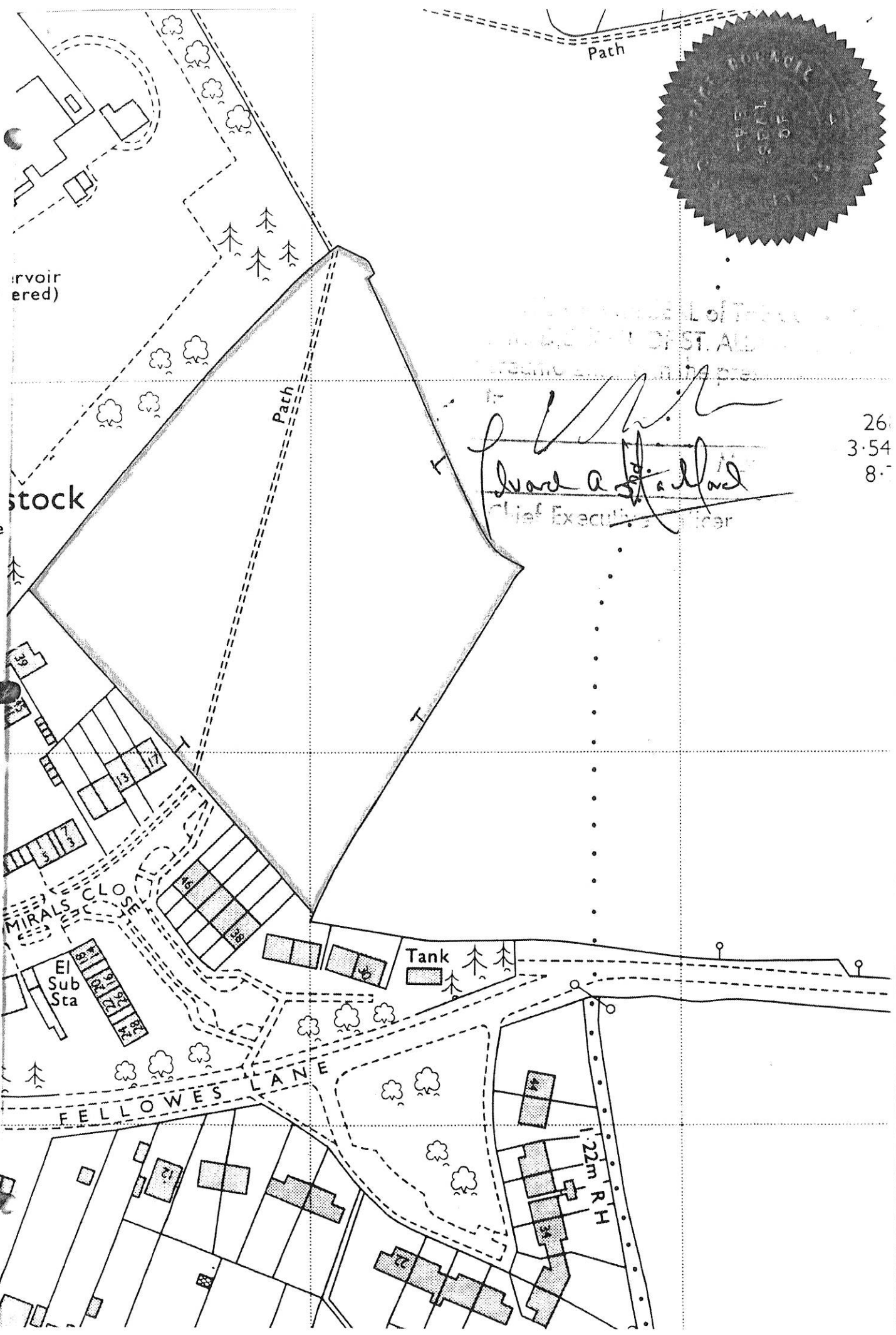
term of Twenty eight years released as aforesaid which shall forthwith merge in the freehold of the demised premises

2. IN consideration of the surrender hereinbefore contained and of the covenants on the part of the Lessee hereinafter contained the Council hereby demises unto the Lessee ALL THAT the land described in the Schedule hereto (hereinafter referred to as "the demised premises") TO HOLD the same unto the Lessee from the *Sixth* day of *January* One thousand nine hundred and ninety ~~two~~ *three* for the term of NINETY NINE YEARS (but determinable during the said term as hereinafter provided) and determinable at the end of the said term or at any time thereafter by either the Council or the Lessee giving to the other six months' previous notice in writing to expire at any time at or after the end of the said term PAYING therefor during the said term a yearly rent of peppercorn (if demanded)

3. THE Lessee hereby covenants with the Council as follows:-

- (1) To pay the reserved rent at the times and in manner aforesaid
- (2) To pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise which are now or may hereafter be assessed charged or imposed upon the demised premises or upon the owner or occupier thereof
- (3) At all times during the tenancy to maintain and keep the demised premises in a good and husbandlike manner and to leave the same at the determination of the tenancy hereby created whether by effluxion of time or otherwise in good heart and condition consistent with the terms of this lease
- (4) To keep in proper repair and condition the six foot high plastic covered chain link fence and two gates on the south western boundary of the demised premises and the hedges on the south eastern and north eastern boundaries thereof and abutting ditches to the east or other suitable fencing or hedging as may be agreed between the parties hereto (all such boundaries being shown marked by an inward facing "T" on the plan annexed hereto) to the

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OFFICE OF THE  
CHIEF OF STAFF  
CHIEF EXECUTIVE OFFICER

*David A. St. John*

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8.

reasonable satisfaction of the Council's Estates Surveyor or other proper officer

(5) To permit the Council and its agents with all necessary workmen and appliances at all reasonable times to enter upon the demised premises on 48 hours notice in writing (except in cases of emergency) to execute repairs or alterations to any adjoining premises now or hereafter belonging to the Council or any apparatus therein or thereunder or any pipes cables drains and other conducting media serving the same or for any other purpose all damage thereby occasioned to the demised premises being made good by the Council

(6) Not without the prior written consent of the Council as Landlord to erect on the demised premises or any part thereof any buildings or structures whatsoever and in the event of any such erection by the Lessee and if required by the Council at the end or sooner determination of the tenancy to remove the same and reinstate the demised premises to its former state and condition

(7) Not to use or permit to be used the demised premises other than as a playing field for the purposes of public recreation or for the purposes mentioned in sub-clause (8) of this Clause

(8) Not to assign underlet or part with the possession of the whole or any part of the demised premises PROVIDED THAT use of the whole or any part of the demised premises for the benefit of the local community by local scout groups football clubs and other similar organisations in connection with their respective normal activities and purposes ancillary thereto shall be deemed to be permitted and PROVIDED FURTHER that this sub-clause shall not prevent the use of the demised premises on not more than twelve occasions during any one year for the staging of fetes shows demonstrations and other similar events for the benefit of the local community by local organisations and in this context one year shall be taken from the first day of October in a year to the thirtieth day of September in the following year

(9) Not to do or permit or suffer anything in or upon the demised premises or any part thereof which may be or become a nuisance or annoyance cause damage or inconvenience to the Council or its tenants or the owners or occupiers of any adjoining or neighbouring property or the public and not to use the demised premises or any part thereof for any purpose other than that permitted by sub-clause (7) hereof and not to permit or suffer the same to be used for any illegal or immoral purpose and to indemnify and keep indemnified the Council from and against all actions costs claims demands and expenses that may be made or brought against the Council or the Lessee in respect of damage or injury to persons or property directly or indirectly due to or arising from any act default or neglect of the Lessee his servants agents or licensees or in respect of or in any way arising out of the use by the Lessee of the demised premises or any part thereof

(10) Not to hold or permit or suffer to be held any sale by auction on the demised premises

(11) Not to form any refuse dump or rubbish or scrap heap on the demised premises or any part thereof and to remove not less frequently than once a week all refuse and rubbish which may have accumulated thereon and generally to keep the demised premises clean and tidy

(12) Not to affix or exhibit or permit or suffer to be affixed or exhibited to or upon any part of the demised premises any sign advertisement placard poster sticker or other advertisement

(13) To pay all expenses (including Solicitors' costs and Surveyors' fees) incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(14) To execute and do at the expense of the Lessee all such acts works and things as may during the tenancy be directed or required to be executed and done upon or in respect of the demised premises or any part

thereof or in respect of the user thereof either by the owner or occupier thereof under or by virtue of any Act of Parliament now or hereafter to be passed or any regulations made thereunder or by any national local or other authority pursuant to or in exercise of powers conferred by any such Act or regulation and at all times to save harmless and to keep indemnified the Council as Landlord against all claims demands costs expenses and liability in respect thereof and to pay all costs charges and expenses incurred by the Council in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying any other matter in connection with the demised premises in obedience to a notice served by the Local Authority

(15) To permit the Council during the three months immediately preceding the determination of the tenancy whether by effluxion of time or otherwise to affix and retain without interference upon any part of the demised premises a notice for re-letting or selling the same and during the said three months to permit persons with written authority from the Council at reasonable times of the day on 48 hours notice in writing to view the demised premises

4. THE Council hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the several covenants on his part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it provided always that this covenant shall be limited to acts and omissions of the Council and its servants workmen and officers in its capacity as landlord under this Lease

5. PROVIDED always and it is hereby expressly agreed as follows:-

(1) That if any covenant on the Lessee's part herein contained shall not be performed or observed or if the Lessee shall become bankrupt or make any assignment for the benefit of his creditors or enter into an agreement or make any arrangement with his creditors for liquidation of his

debts by composition or otherwise or suffer any distress or process of execution to be levied upon his goods or being a company or corporation aggregate shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if the Lessee shall cease to occupy the demised premises then and in any of the said cases it shall be lawful for the Council at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Council in respect of any antecedent breach of the Lessee's covenants herein contained

(2) The Lessee shall not be entitled to any right of access of light or air to the demised premises which would restrict or interfere with the use of the Council's adjoining or neighbouring land for building or any other purpose or purposes whatsoever

(3) No estate or interest in the soil of the road or roads or footpaths adjoining or adjacent to the demised premises or upon which the demised premises have a frontage or abut is or shall be deemed to be included in this demise

(4) For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the rights duties powers and obligations of the Council in the exercise of its functions as a Local Authority and the rights powers duties and obligations of the Council under all local and public statutes byelaws orders and regulations may be as fully and effectually exercised in relation to the demised premises as if the Council were not the owner thereof and as if the Lease had not been sealed by the Council

(5) Any right which apart from this proviso the Lessee might have at the expiration or sooner determination of the term hereby granted to claim from the Council compensation or any sum of money under or by virtue of the Landlord and Tenant Acts 1927 and 1954 as amended by the Landlord and Tenant

Act 1969 or any statutory modification or re-enactment thereof for the time being in force is hereby expressly excluded subject nevertheless to the provisions of Section 38 (2) of the Landlord and Tenant Act 1954

(6) In this Lease where the context so admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa and where the expressions "the Council" and "the Lessee" include two or more persons all covenants and conditions herein contained and on the part of the Council or the Lessee to be performed or observed are deemed to be made jointly and severally

(7) This Lease shall incorporate the regulations as to notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962

I N W I T N E S S whereof the parties hereto have duly executed this Deed the day and year first before written

THE SCHEDULE

before referred to

ALL THAT land situate and known as Roestock Park Recreation Ground Colney Heath in the County of Hertford as the same is for the purpose of identification only shown on the plan attached hereto (hereinafter called "the plan") and thereon edged red which said land hereby demised is herein referred to as "the demised premises" EXCEPT AND RESERVING unto the Council and its tenants the right to the free and uninterrupted use of the water pipes electricity cables and drains if any serving adjoining premises of the Council which run in under or upon the demised premises

THE COMMON SEAL of THE COUNCIL  
OF THE DISTRICT OF ST ALBANS

was hereunto affixed in the

presence of:-

12835



Mayor

~~Chief Executive Officer~~

place in  
the  
state

**From:** Girl Guiding Division Commissioner St Albans

**Sent:** 10 November 2017

**To:** Colney Heath Parish Council

**Cc:** Colney Heath Parish Council <clerk@colneyheathparishcouncil.gov.uk>; [REDACTED]

Thank you for sending through the building survey - this has been very helpful in enabling us to move forward.

I have considered the report and taken advice on the content and it is clear that there is much that needs to be done in both the short- and long-term. This is clearly a massive task and financial obligation which needs to be considered.

Unfortunately, in view of this, Girlguiding is no longer able to support the Hut either from a health and safety or financial perspective. I am concerned about the risk of remaining in the Hut in its current state and am no longer willing to take that risk, however small this may be. As such, Girlguiding is no longer able to be a party to the new lease, if one is still likely to be provided. I have asked [REDACTED] to move to another location in the village with effect from 1 January 2018 and to ensure that they let the parents know about the move as soon as possible. I am aware that the finances have already been split so I am not aware of any liabilities that are still due to the Hut or Council but perhaps someone could advise if this is incorrect.

Whilst this may be disappointing to you and especially in view of the long relationship we've shared with the Hut, I hope you will understand our decision. We have not taken this decision lightly or quickly and would have hoped that we would not have needed to but I do need to put the interests of both our current and prospective girls first.

**From:** Girl Guiding Division Commissioner St Albans

**Sent:** 12 November 2017

**To:** [REDACTED]

**Cc:** Colney Heath Parish Council <clerk@colneyheathparishcouncil.gov.uk>; [REDACTED]

Thanks for your e-mail and thoughts on the fire safety aspects, which is much appreciated.

However, we do acknowledge that the survey is somewhat negative in respect of the various items that require action and have taken this into account in coming to our decision. Notwithstanding this, it is clear that some work will be required and there is a health and safety risk, however small, whilst this is still ongoing. I am also not clear about the financial risk of the Hut as I've not been able to get any clarity on who actually owns the Hut and therefore, is required to carry out the required work and specifically pay for it. I don't think it would be prudent to ignore the professional advice received and believe the Council have no vested interest in obtaining the worst building survey so they have to spend more of the tax payers money on maintaining a building that is not widely used.

I believe that the decision on costs made at the last meeting is particularly unfair on the Rainbows, Brownies and Guides so the termly "rent" is actually double what would be available elsewhere in the village. The proposed cost does not make allowance for the ongoing maintenance costs or the possibility of the Parish Council increasing the rent if, as I suspect, they need to pay for the work required. We do need to consider this as well and as a result I believe the units would be able to use more money for the benefit of the girls rather than spending it on the Hut.

I appreciate that the scouts have historically more experience in maintaining and owning property so you may well be comfortable with the risks that I am particularly concerned with. However, I am still of the opinion that the guiding units would be financially better off moving and spending more of the money available on the girls.