

DRAYCOTT AND CHURCH WILNE PARISH COUNCIL

REPORT TO FULL COUNCIL

Agenda Item

Surrender of Lease – 1st Draycott and Wilne Scout Centre, Garfield Avenue, Draycott and proposed handover protocol

Report of

Clerk to the Council

Purpose of Report

To seek Council approval to enter into a Deed of Surrender with the Trustees of the 1st Draycott and Wilne Scout Group in respect of the lease of the Scout Centre and to authorise the execution of the Deed of Surrender and the associated application to HM Land Registry.

1. Background

The Council is the registered freehold owner of the land and buildings known as the **1st Draycott and Wilne Scout Centre, Garfield Avenue, Draycott**, which forms part of HM Land Registry Freehold Title Number **DY63407**. The freehold remains registered in the historic name of **The Parish Council of Draycott**.

The Scout Centre was originally leased by the Council to the Trustees of the 1st Draycott and Wilne Scout Group under a lease dated 8 March 1983. **The latest full lease was granted 1 March 2004.**

Prior to the expiry of that lease, the parties entered into a renewal lease dated **30 March 2012**, granted for a term of **14 years commencing on 1 March 2011 and expiring on 28 February 2025**. The lease is registered under Leasehold Title Number **DY474173** and is noted against the Council's freehold title in the Schedule of Notices of Leases.

The contractual term expired on **28 February 2025**.

Following expiry of the lease, the Scout Group has remained in occupation with the knowledge and agreement of the Council whilst discussions / negotiations of a new lease have continued also whilst the Scouts were considering the future occupation and management of the premises due to lack of volunteers / trustees. Unfortunately, the Scouts have not been able to recruit enough people and will be closing as an entity in Draycott at the end of July 2026. As a result of this, they have requested that they hand back the building and surrender the lease (date to be confirmed)

2. Current Position

Although the contractual term has expired, the lease remains recorded at HM Land Registry and the associated leasehold title remains open.

To regularise the legal position, both parties have agreed that the tenancy should now be brought formally to an end by entering into a **Deed of Surrender**.

Completion of the Deed of Surrender will:

- formally determine the tenancy by agreement;
- provide certainty regarding the date on which the tenancy ends;
- enable HM Land Registry to close Leasehold Title Number **DY474173**;
- update the Council's registered title;
- ensure that the Council's property records accurately reflect the legal position.

The surrender affects only the leasehold interest and does **not** affect the Council's ownership of the freehold.

3. Financial Implications

There is no premium payable in respect of the surrender.

The Council will incur only the administrative costs associated with preparation of the Deed of Surrender together with any applicable HM Land Registry fee.

4. Legal Implications

A lease that has expired but where occupation has continued should be formally determined by deed where both parties agree.

The proposed Deed of Surrender will:

- determine the lease by agreement;
 - release both parties from future obligations under the lease (subject to accrued liabilities);
 - enable the Council to apply to HM Land Registry using Form AP1 to determine Leasehold Title Number **DY474173**.
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5. Risk Assessment

If no action is taken:

- the leasehold title will remain open;
- the Council's title will continue to show an expired lease;

- future conveyancing or funding applications may require additional explanation;
- unnecessary legal uncertainty may remain.

Entering into a Deed of Surrender now removes those risks and ensures the Council's records accurately reflect the current legal position.

6. Recommendation

It is recommended that the Council:

1. notes that the lease dated **30 March 2012** in favour of the Trustees of the 1st Draycott and Wilne Scout Group expired on **28 February 2025**;
 2. approves the surrender of the lease by entering into a Deed of Surrender with the Trustees of the 1st Draycott and Wilne Scout Group;
 3. authorises the Chairman and Vice-Chairman to execute the Deed of Surrender on behalf of the Council, with their signatures witnessed by the Clerk;
 4. authorises the Clerk / solicitor to complete and submit Form AP1 and any associated documentation to HM Land Registry to determine Leasehold Title Number **DY474173** and update the register of Freehold Title Number **DY63407**; and
 5. authorises the Clerk to take all necessary administrative actions to complete the transaction.
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Officer Recommendation

That the recommendations contained within this report be approved.

APPENDIX A

Chronology of the Scout Centre Lease

8 March 1983	The Parish Council of Draycott granted what is believed to be the first formal lease of the Scout Headquarters at Garfield Avenue to the 1st Draycott and Wilne Scout Group (or its Trustees). This established the Scout Group's formal occupation of the site.
1990	The original lease expired. The occupation of the Scout Headquarters continued under subsequent leasing arrangements agreed between the Council and the Scout Group.

1 March 2004	A new lease was granted by The Parish Council of Draycott to the Trustees of the 1st Draycott and Wilne Scout Group for a term ending on 31 March 2011.
31 March 2011	The 2004 lease reached the end of its contractual term.
30 March 2012	The parties entered into a renewal lease, granted out of the 2004 lease, for a term of 14 years commencing on 1 March 2011.
28 February 2013	The renewal lease was noted against HM Land Registry Freehold Title Number DY63407 under Leasehold Title Number DY474173.
28 February 2025	The contractual term of the renewal lease expired.
From 1 March 2025	The Scout Group remained in occupation with the knowledge and agreement of the Council whilst discussions continued regarding the future occupation and management of the premises.
2026	The Council and the Trustees agreed to formally determine the tenancy by entering into a Deed of Surrender.
Following completion of the Deed	The Council will submit Form AP1 to HM Land Registry to determine Leasehold Title Number DY474173 and update the register of Freehold Title Number DY63407 accordingly.

Summary

The Scout Group has occupied the Scout Headquarters under successive lease agreements with the Parish Council for over four decades. The proposed Deed of Surrender does not end the Council's ownership of the property; it simply regularises the legal position following the expiry of the most recent lease and enables HM Land Registry to update its records to reflect that the leasehold interest has been determined.

Purpose of the Deed of Surrender

The Deed of Surrender is intended to:

- formally determine the lease by agreement;
 - provide legal certainty;
 - close the registered leasehold title;
 - ensure the Council's title records are accurate;
 - simplify future management of the property.
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APPENDIX B

Land Registry Information

Freehold Title Number: DY63407

Registered Proprietor:

The Parish Council of Draycott (now operating as Draycott and Church Wilne Parish Council).

Property:

Land and buildings on the south-west side of Derby Road, Draycott, including the 1st Draycott and Wilne Scout Centre.

Lease Recorded on the Register: Item number 2 Lessee's Title DY474173

- Property: 1st Draycott and Wilne Scout Centre
- Lease Date: 30 March 2012
- Term: 14 years from and including 1 March 2011
- Leasehold Title Number: DY474173

Proposed Land Registry Action

Following completion of the Deed of Surrender, the Council will lodge:

- Form AP1;
- the executed Deed of Surrender;
- any supporting documentation required by HM Land Registry.

The application will seek to:

- determine Leasehold Title Number **DY474173**;
- update Freehold Title Number **DY63407** to reflect the surrender of the lease.

Supporting Documents

1. Official Copy of Register (Title DY63407).
2. Official Title Plan (Title DY63407).
3. Deed of Surrender.
4. Form AP1.
5. Council resolution authorising execution

APPENDIX C

Scout Hall Building Handover Protocol

Purpose

This protocol sets out the actions to be completed following the execution of the Deed of Surrender to ensure the orderly transfer of responsibility for the Scout Hall from the Trustees of the 1st Draycott and Wilne Scout Group to Draycott and Church Wilne Parish Council.

The protocol is intended to provide a clear record of the condition of the building, the transfer of information and assets, and the assumption of management responsibilities by the Council.

1. Joint Inspection

A joint inspection of the Scout Hall should be undertaken by representatives of the Parish Council and the Scout Group immediately following completion of the Deed of Surrender.

The inspection should include:

- external condition of the building;
- roof, gutters and rainwater goods;
- walls, doors and windows;
- internal condition of all rooms;
- kitchen;
- toilets;
- storage areas;
- heating system;
- electrical installation;
- emergency lighting;
- fire alarm;
- fire extinguishers;
- accessibility equipment;
- external grounds;
- fencing and gates;
- paths and external lighting.
- signage – removal of existing signage and purchase of new including the name of the building

Photographs should be taken of all areas.

2. Schedule of Condition

A written Schedule of Condition should be prepared recording:

- any defects;
- items requiring repair;
- outstanding maintenance;
- decorative condition;
- any known defects in building services;
- any ongoing insurance claims.

The Schedule should be signed by representatives of both parties.

3. Inventory – all inventory currently owned by Scouts / existing hirers

The following should be checked and recorded:

- furniture;
- tables;
- chairs;
- kitchen equipment;
- crockery;
- electrical appliances;
- maintenance equipment;
- first aid equipment;
- noticeboards;
- cleaning equipment;
- any equipment belonging to third parties.

Ownership of each item should be identified where appropriate. I would suggest that the council enter negotiations to purchase inventory required for the smooth transition. A budget would need to be agreed.

4. Keys

The following should be handed to the Council:

- all external door keys;
- internal keys;

- padlock keys;
- key safe codes;
- window lock keys;
- gate keys.

The Clerk should maintain a Key Register recording all future key holders.

5. Security

The Council should obtain:

- alarm codes;
- emergency contact list;
- lock supplier details;
- maintenance contractor details.

The council should consider changing the locks and issuing new keys to regular users.

6. Utilities

The following should be recorded:

- electricity meter readings;
- gas meter readings;
- water meter readings
- bin collection costs
- rates?

Supplier details should be confirmed and account responsibility transferred where necessary.

7. Health and Safety

The following documents should be handed to the Council where available:

- Fire Risk Assessment;
- Electrical Installation Condition Report (EICR);
- Portable Appliance Testing records;
- Gas Safety Certificate;

- Legionella records;
 - asbestos information (if applicable);
 - emergency lighting inspection records;
 - fire alarm servicing records;
 - fire extinguisher servicing records.
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8. Insurance

The Council should confirm (we already insure the building so we will need to alter our policy to include contents insurance)

- insurance responsibility;
 - any outstanding claims;
 - valuation details;
 - policy schedules;
 - excesses.
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9. Maintenance Information

The Scout Group should provide details of:

- servicing contractors;
 - maintenance contracts;
 - cleaning services and costs;
 - warranties;
 - manuals;
 - planned maintenance;
 - outstanding quotations;
 - known defects.
 - Bin information – who puts out the bin and collects in etc and bin collection costs
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10. Existing Bookings

The Scout Group should provide:

- booking diary;

- regular hirers;
- one-off bookings;
- contact details;
- deposits held;
- hire fees paid in advance;
- cancellation arrangements.
- Set up procedures for any existing bookings

The Clerk should acknowledge receipt and confirm continuity of bookings.

11. Financial Records

The Council should obtain details of:

- outstanding invoices;
 - prepaid hire fees;
 - deposits;
 - utility accounts;
 - service contracts including bin collections, rates, any other payments
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12. Digital Information

Copies of:

- booking spreadsheets;
- electronic diaries;
- maintenance records;
- risk assessments;
- user contact lists;
- operating manuals.

should be transferred to the Clerk.

13. Completion Certificate

Following completion of the above actions, a Building Handover Certificate should be signed by representatives of both parties confirming that responsibility for the management of the Scout Hall has transferred to the Parish Council.

Handover Completed

Date: _____

For Draycott and Church Wilne Parish Council

Name:

Signature:

Position:

For the Trustees of the 1st Draycott and Wilne Scout Group

Name:

Signature:

Position:

Clerk

Name:

Signature:

Date: