

TITLE: WITCHFORD PARISH COUNCIL – VICTORIA GREEN PLAY AREA

Committee: Finance & Assets Committee

Date: 23 November 2023

Author: Director Legal & Monitoring Officer

Report No: Y102

Contact Officer: Maggie Camp, Director Legal & Monitoring Officer
maggie.camp@eastcambs.gov.uk
01353 665555, Room No 112, The Grange, Ely

1.0 ISSUE

1.1. Members are requested to consider and approve the transfer of the play area and adjacent surfaced ball games area at Victoria Green, Witchford to Witchford Parish Council.

2.0 RECOMMENDATION(S)

2.1. Members are requested to:

- (i) Agree the transfer of the play area and adjacent surfaced ball games area to Witchford Parish Council on the terms set out in paragraph 4.1 of this report; and
- (ii) Authorise the Director Legal & Monitoring Officer to proceed accordingly.

3.0 BACKGROUND/OPTIONS

3.1. The District Council acquired the public open space at Victoria Green, Witchford from the developers in 2007 and the Council have maintained it as public open space and play area. The District Council has been responsible for maintenance, insurance, repairs and regular inspections of the play area by RoSPA (Royal Society for the Prevention of Accidents).

3.2. Witchford Parish Council initially contacted the Council in March 2023 and correspondence has ensued to clarify the areas the Parish Council wish to acquire and the terms on which the District Council would consider such a transfer. The Parish Council have confirmed that they would wish to acquire both the play area and adjacent surfaced ball games.

4.0 ARGUMENTS/CONCLUSION(S)

4.1. The Council has received previous requests for the transfer of play areas in Little Thetford and Stretham to their Parish Councils which have been granted. If Members agree the transfer of the play area and ball games area to the Parish Council, it is recommended that the transfer would be on the same terms as transfers to Stretham and Little Thetford Parish Council and would therefore include the following terms:

- a) For the consideration of £5 (Five Pounds);

- b) That the Parish Council will, at its own expense, maintain the land as a children's play area and surfaced ball game area;
 - c) A restrictive covenant is placed on the Transfer that the land can only be used for the purposes of a children's public play area and surfaced ball game area;
 - d) The Parish Council will, at its own expense, keep the land in a clean and tidy condition and will maintain any play equipment/recreative structures in a good and safe condition;
 - e) The Parish Council will, at its own expense, erect (if necessary) and maintain child proof fencing along all boundaries of the land;
 - f) The Parish Council will not construct or erect or allow to be constructed or erected any building or other structure on the land apart from any play equipment/recreative structures; and
 - g) Each party will be liable for their own legal costs.
- 4.2. If the play area and adjacent ball games area were transferred to the Parish Council, the District Council would be free of any further obligation in relation to both areas and would not be responsible for maintenance, insurance, repairs and inspections by RoSPA.
- 4.3. If the areas are retained, the District Council would continue to be responsible for maintenance, insurance, repairs and regular inspections of the play area by RoSPA.

5.0 FINANCIAL IMPLICATIONS / EQUALITY IMPACT STATEMENT / CARBON IMPACT ASSESSMENT

- 5.1. There are no additional financial implications arising from this report. The District Council currently owns and maintains this area and if Members agree the transfer the land as requested, the Parish Council will be liable for future upkeep and maintenance.
- 5.2. Equality Impact Assessment (EIA) not required.
- 5.3. Carbon Impact Assessment (CIA) not required.

6.0 APPENDICES

Letter from Witchford Parish Council and attachments dated 23rd May 2023 with plan and example draft Transfer document.

Background Documents:

Email correspondence - Director Legal and Witchford Parish Council and letter dated 23rd May 2023 from Witchford Parish Council, with attachments.



23rd May 2023

Ms Maggie Camp
Head of Legal Services
East Cambridgeshire District Council

Dear Ms Camp,

Transfer of land – Victoria Green Play Area Witchford

On behalf of Witchford Parish Council, I am writing to request the transfer of land at Victoria Green Play Area Witchford, as shown on the attached image, from East Cambridgeshire District Council to Witchford Parish Council. This is to include both the fenced-off children's play area and the adjacent surfaced ball-games area.

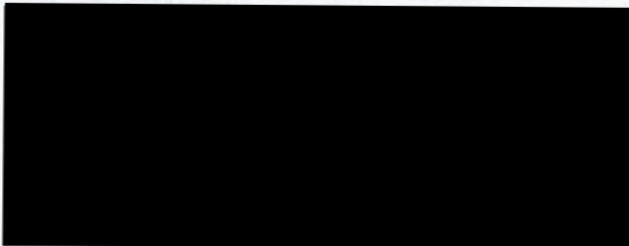
This has been raised with you by the Parish Council in an exchange of emails with the Parish Clerk between 2nd March – 17th April 2023. The relevant Parish Council resolution is at Minute 22/304 dated 1st March 2023.

The Parish Council accepts the terms of the draft transfer agreement TR1 which you provided as an example by email on 6th March 2023 (copy attached), and wishes to proceed on that basis.

I would be grateful if you could take this forward with the District Council as soon as possible and keep the Parish Council informed of progress via the Clerk.

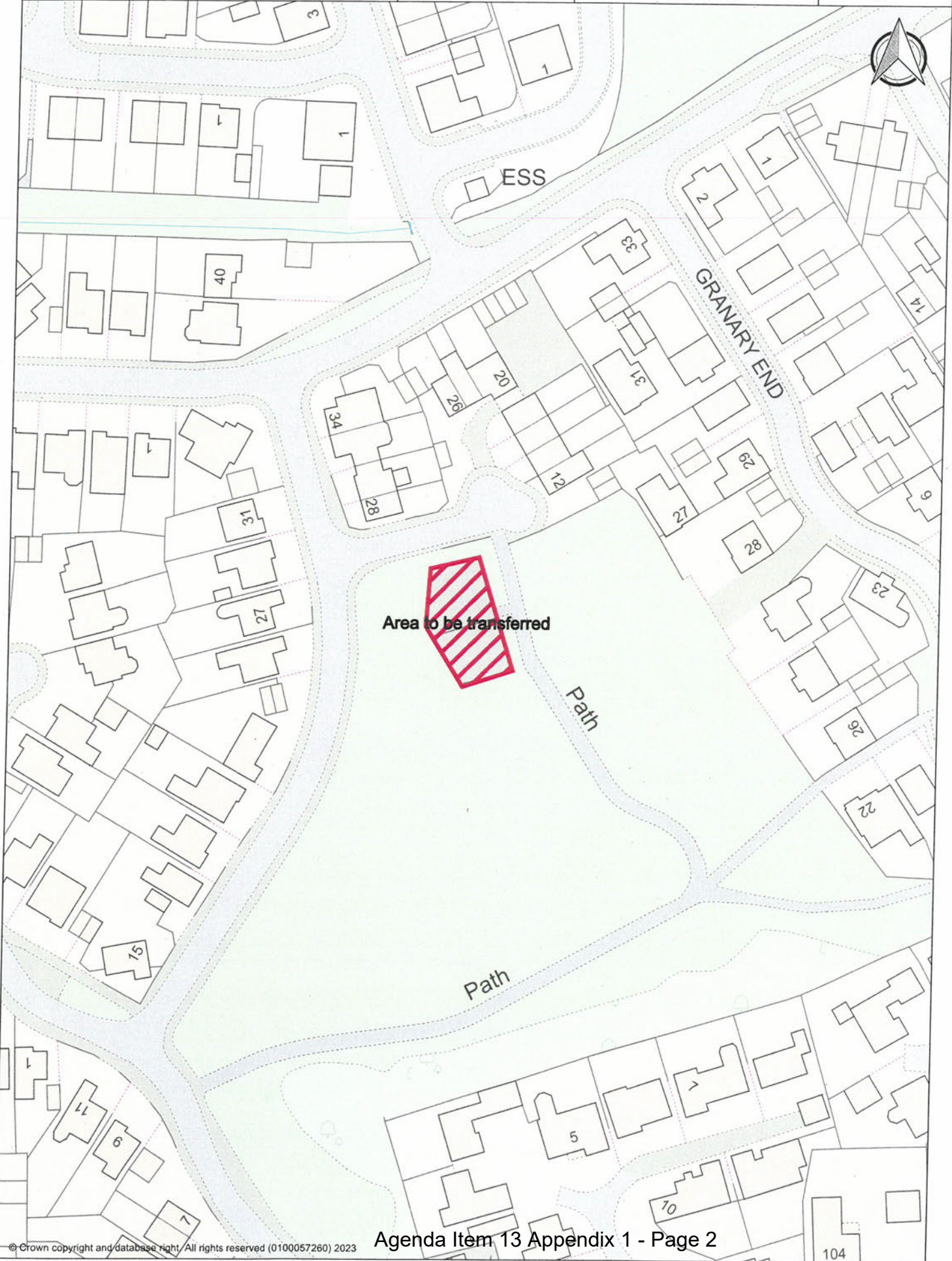
Yours sincerely,

Mrs R Lacey
Chairman of Witchford Parish Council



Parish Clerk: Mrs A Hodges
88 West Fen Road Ely Cambs CB6 3AA
01353 664427
witchfordparishcouncil@eastcambs.gov.uk
witchfordpc.org

Transfer of Victoria Green play area Witchford		Witchford
Play area to be transferred from East Cambs District Council to Witchford Parish Council	Author:	ParishOnline
Scale: 1:1000	Date:	25/05/2023



HM Land Registry

Transfer of whole of registered title(s)

TR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property:
2	Property:
3	Date:
4	<p>Transferor: EAST CAMBRIDGESHIRE DISTRICT COUNCIL</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	Transferee's intended address(es) for service for entry in the register:
7	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

8	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p style="padding-left: 20px;">£5.00 (FIVE POUNDS)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
9	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
10	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
11	<p>Additional provisions</p> <p>11.1 This Transfer is made pursuant to s7 and s9 of the Open Spaces Act 1906, s111 of the Local Government Act 1972 and s33 of the Local Government (Miscellaneous Provisions) Act 1982 and the Transferor hereby transfers with full title guarantee to the Transferee ALL THAT land shown on the plan attached hereto and edged red at XXXXXXXXXXXXXXXX Cambridgeshire ("the Property")</p> <p>11.2 With the object of affording the Transferor a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor that it will at all times hereinafter observe and perform such of the restrictive covenants (if any) referred to in the Charges Register of the said Title Numbers as relate to the Property hereby transferred and will keep the Transferor full indemnified in respect of any future breach thereof.</p> <p>The Transferee hereby covenants with the Transferor with</p>

- 11.3 the intention of binding the Property and each and every part of it:-
- i. At its own expense to maintain the Property as a children's public play area and not to use the Property other than for the purposes of a children's public play area (which expression shall be deemed to mean a play area for the recreation and enjoyment of the public at large);
 - ii. At its own expense to keep the Property in a clean and tidy condition and to maintain any play equipment/recreative structures placed on the Property in good and safe condition;
 - iii. At its own expense to maintain child proof fencing along all boundaries of the Property;
 - iv. Not to construct or erect or allow or suffer to be constructed or erected any building or other structure on the Property save for recreative structures; and
 - v. To indemnify and keep indemnified the Transferor against all actions proceedings costs claims and demands in respect of any future non-observance or non-performance thereof.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

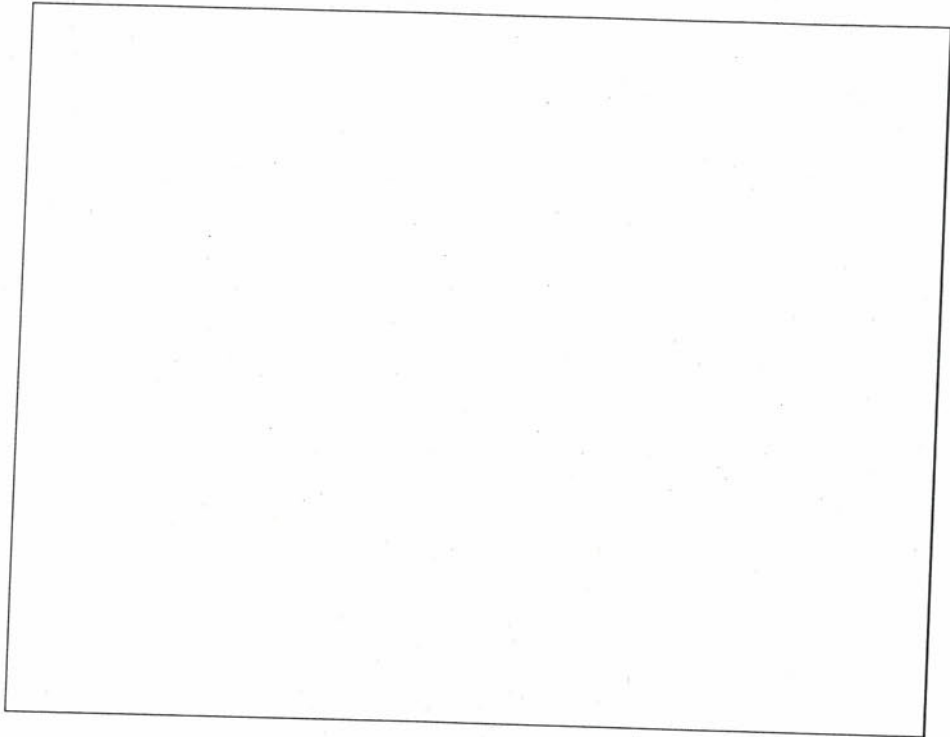
If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Remember to date this deed in panel 3.

12 Execution

The Common Seal of **EAST CAMBRIDGESHIRE DISTRICT COUNCIL** was hereunto affixed in the presence of:-

Director Legal/Chief Executive



WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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