

Holly Dutton

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Dear Sirs

Re: Planning Appeal – 1st Haslemere Scout Group and Scout Hall Lease

Midhurst Road Planning Appeals (Planning Inspectorate Ref: APP/R3650/W/23/3327643)

We act on behalf of the 1st Haslemere Scout Group (“the Scouts”) and write in relation to the ongoing planning appeal, specifically addressing the evidence submitted by the Scouts.

Background and Legal Status of the Scout Hall Lease

The Scout Hall was leased by Waverley Borough Council (“the Landlord”) to the Girl Guides Association Trust Corporation (later the Guides Association Trust Corporation) as trustees for the Haslemere Scout Group of the Scouts Association and the Haslemere District of the Girl Guides Association under a 28-year lease dated 19th December 1985, commencing 1st September 1983, with rent payable quarterly.

On 28th February 2022, the Scouts filed a claim (No. JOOGU092) at Guildford County Court to secure a new tenancy, as documented in the attached Claim (publicly available at Guildford County Court).

The parties agreed a stay of proceedings by way of consent order dated 1 December 2022. This was not dealt with by the court and the matter then listed for trial. However, the trial was vacated and the matter remains live.

Since February 2023 negotiations have taken place between the parties, however the Council have not engaged since March 2024.

Status of Plot 8 at Weyhill Youth Campus

The Scouts held a separate lease for Plot 8, referenced in the Claim. This parcel of land has since been surrendered by the Scouts to the Landlord for redevelopment purposes in accordance with the court order dated 5 July 2022 (Ref: J00GU092).

Attempts to progress negotiations

Since the claim proceedings were stayed, negotiations between Gordons Partnership (acting for the Scouts) and DAC Beachcroft LLP (acting for the Landlord) stalled in March 2024, 13 months ago. Several attempts

were made by Gordons Partnership to progress discussions, including 13 February 2025, but the Landlord has given no further instructions to their solicitors.

Joint Statement for the Planning Appeal

Paul Buckler, Chairman of the Scouts has contacted the Council to agree a joint statement been advised that they cannot deal with this enquiry until Tuesday, as the only officer with in-depth knowledge of the matter is out of the office until Tuesday (see attached email). ours faithfully,

Kathryn Johns
Senior Associate
For and on behalf of Gordons Partnership 2020 Limited

Attachments:

- Claim No. JOOGU092 (Guildford County Court) for a 15-year lease with a pepper corn rent based on the same terms & conditions as the existing lease subject to modernisation.
- email dated 17th April 2025

Gordons Partnership
Edgeborough House
Upper Edgeborough Road
Guildford
Surrey
GU1 2BJ
DX321101 GUILDFORD 20

RECEIVED

07 JUL 2022

General Form of Judgment or Order

In the County Court at
Guildford

Claim Number J00GU092

Date 5 July 2022



THE SCOUT ASSOCIATION TRUST CORPORATION	1st Claimant Ref KAJ/4SE/FIR008.1
WAVERLEY BOROUGH COUNCIL	1st Defendant Ref WAV111-2045719

Before Deputy District Judge Doucas sitting at the County Court at Guildford, The Law Courts, Mary Road, Guildford, Surrey, GU1 4PS.

UPON the Court listing a Directions Hearing for 12.00pm on 22 June 2022.

AND UPON the parties agreeing case management directions.

AND UPON the Claimant abandoning its claim to a renewal of the lease dated 17 May 1991 in relation to the Land on the east side of Bunch Lane, Haslemere, Surrey, known as Plot 8, Weyhill Youth Campus and comprising a small hut adjacent to the Hall.

BY CONSENT IT IS ORDERED THAT:-

1. The Directions Hearing scheduled for 12.00pm on 22 June 2022 be vacated.
2. Effective service of the Claim Form and Particulars of Claim was made upon the Defendant on 3 March 2022
3. Subject to the Defendant making payment of the sum of £1,560, as statutory compensation payable under section 37 of the Landlord and Tenant Act 1954, the Lease of Land on the East Side of Bunch Lane, Haslemere, Surrey known as Plot 8, Weyhill Youth Campus comprising of a small hut ("Plot 8") dated 17 May 1991 be hereby terminated and vacant possession of Plot 8 shall be provided by 8 July 2022.

Allocation

4. This claim is to proceed as an unopposed lease renewal under the provisions of Civil procedure Rule Part 7 and is allocated to the multi-track.

Interim rent application

5. The Defendant's application for interim rent shall be determined at the same time as the Claimant's claim for a new lease.

Costs management

The court office at the County Court at Guildford, The Law Courts, Mary Road, Guildford, Surrey, GU1 4PS. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 0300 123 5577 Fax: 01264 347933/4 Civ/Fmly. **Check if you can issue your claim online. It will save you time and money. Go to www.moneyclaim.gov.uk to find out more.**

Produced by: M Johns
CJR065C

6. The provisions of CPR Part 3 Section II Costs Management and Practice Direction 3E - Costs Management shall not apply to these proceedings.

Stay of proceedings

7. If the Claimant and the Defendant require the proceedings to be stayed to enable them to attempt to negotiate a settlement, the Claimant and the Defendant must jointly notify the Court.

8. The time for compliance with these directions shall be adjusted in accordance with the fixed period agreed for the stay provided that such stay shall not affect the date fixed for the trial of this case.

Draft lease

9. Defendant shall serve on the Claimant a draft lease by 4pm on 19 July 2022.

10. The Claimant shall serve on the Defendant draft lease with its amendments marked in red, by 4pm on 2 August 2022.

11. The Defendant shall serve on the Claimant the draft lease showing which of the amendments are agreed and which amendments are disputed marked in blue by 4pm on 16 August 2022.

Schedule of disputed lease terms

12. The parties are to hold without prejudice discussions on the lease terms in dispute by 4pm 31 August 2022 with a view to narrowing the issues in dispute.

13. The parties are to prepare and file a schedule setting out the terms of the draft lease that are not agreed and the party seeking materially to depart from the terms of the existing lease must provide its reasons for doing so, by 4pm on 14 September 2022.

Disclosure

14. Disclosure is dispensed with, save as follows:-

14.1 The parties are to disclose any documents referred to within witness statements of fact adduced in these proceedings. The party seeking disclosure must serve a written request on the other party by email, fax or post for copies of such documents and the disclosing party must provide such copies within 7 days of receipt of such request; and

14.2 The parties are to disclose any documents referred to within any expert reports adduced in these proceedings. The party seeking disclosure must serve a written request on the other party by email, fax or post for copies of such documents and the disclosing party must provide such copies within 7 days of receipt of such a request.

Witness statements

15. Each party shall serve on the other party the witness statements of all witnesses of fact on whom it intends to rely.

16. Witness statements of fact to be exchanged by 4pm on 30 September 2022.

17. Oral evidence will not be permitted at trial from a witness whose statement has not been served in accordance with this order except with the permission of the court.

Expert evidence

18. Each party has permission to rely on and call one expert valuation witness at the hearing.

19. Expert reports relating to the rent that will be payable under the lease and the interim rent including any description, measurements, plans and photographic evidence (if any) of the property and of any comparables, are to be exchanged by 4pm on 14 October 2022.

20. The parties may raise written questions of the authors of any reports served on them by 4pm on 19 October 2022 which must be answered by 4pm on 26 October 2022.

21. The reports are to be agreed, if possible, by 4pm on 28 October 2022.

22. If the reports are not agreed, the parties' experts are to hold without prejudice discussions by 4pm on 25 November 2022 with a view to narrowing the issues in dispute.

23. The parties' experts are to agree a joint statement setting out the parts of the expert evidence that are agreed and the parts that are disputed with reasons and including any description, plans and photographs of the property and of any comparables. The statements are to be served on all parties by 4pm on 9 December 2022

24. Each party has permission to call an expert witness to give oral evidence at trial provided that the substance of the evidence to be given has been served and disclosed in accordance with these directions and has not been agreed.

Dates for filing Pre-Trial Checklists and trial

25. The parties are to file completed Pre-Trial Checklists including a detailed Costs Estimate by 4pm on 16 December 2022.

26. The trial of this case including the Defendant's application for interim rent shall be listed before a District Judge with a provisional time estimate of 1 day to be heard in the period commencing 1 February 2023 to 1 May 2023 (Trial Window).

Preparation for trial

27. The Claimant is to send the Defendant a proposed trial bundle index and case summary not less than 2 weeks before the start of the trial.

28. The parties shall seek to agree the contents of the trial bundle and the case summary.

29. The Claimant is to provide the Defendant with an indexed and paginated copy of the trial bundle no less than 7 days before the start of the trial.

30. The Claimant shall lodge the trial bundle and case summary with the court no less than three days and no more than seven days before the start of the trial.

31. Skeleton arguments are to be exchanged and filed no later than three clear days before the start of the trial.

Settlement

32. The parties must inform the court immediately if the claim is settled, whether or not it is then possible to file a draft Consent Order to give effect to their agreement.

Liberty to apply

33. There be liberty to apply for further directions.

Costs

34. The Claimant shall pay 50% of the Defendant's costs to date to be assessed if not agreed. The remaining 50% of the Defendant's costs and the Claimant's costs shall be costs in the case.

Dated 22 June 2022

Hannah Keyte

From: Property Estates <>
Sent: 17 April 2025 09:15
To: Chair - Haslemere Scouts
Cc: Caroline Wallis
Subject: RE: Midhurst Road Planning Appeal Joint Statement

Good morning Mr Buckler,

Thank you for your email.

We'd be grateful if this could wait until Caroline's return on Tuesday as this is one of her cases and she is the only one with the required in-depth knowledge of this matter.

Kind regards,

Wiebke Cook
Assistant Asset Manager
Assets & Property Services

From: Chair - Haslemere Scouts
Sent: Wednesday 16 April 2025 16:45
To: Property Estates
Subject: Fwd: Midhurst Road Planning Appeal Joint Statement

[** This email originates from an external source **]

Hello

I have received an out of office email from Caroline Wallis.

Please could you provide an alternative person to contact regarding this matter.

Regards

Paul Buckler

Chair, 1st Haslemere Scout Group

Begin forwarded message:

From: Chair - Haslemere Scouts <>
Subject: Midhurst Road Planning Appeal Joint Statement

Date: 16 April 2025 at 16:34:24 BST

To: [caroline wallis](#)

Dear Caroline Wallis

Re: Midhurst Road Planning Appeal Joint Statement from the Scouts & WBC

The Planning Inspector for the Midhurst Road Planning Appeal has requested a Joint Statement from the Scouts and the Council regarding our tenancy at Weyhill Youth Campus, Haslemere.

Would you be happy to propose an initial draft for our review and input.

I have a list of relevant events that could support the statement's preparation, which I can share if helpful.

Please let me know how you'd like to proceed?

Regards,

Paul Buckler

Chair, 1st Haslemere Scout Group

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