



**Ministry  
of Defence**

Secretariat  
Defence Infrastructure Organisation  
Kingston Road  
Sutton Coldfield  
B75 7RL

E-mail: diosec-parli@mod.gov.uk  
www.gov.uk/DIO

3 June 2019

Ref. FOI 2019/05109

Dear [REDACTED],

Thank you for your email of 29 April 2019 requesting the following information:

*"Please could you supply information and documents where possible regarding the land on Bedford road Hitchin currently occupied by Hitchin Sea Cadets unit TS Danae. Previous names may also include North Herts Sea cadets and sea scouts.  
I am looking for information including but not limited to;  
How and when the MoD took ownership of the land.  
When the sea cadets moved onto the land and what arrangements were made at that time, lease agreements, rent charges, leaseholds, freeholdsetc  
The date RFCA took over the management of the land and any further lease agreements, leasehold or freehold changes at that time.  
All records of rent payments made by the sea cadets (peppercorn or otherwise)  
Any Caveats included on the freehold or leasehold at any point. In particular pertaining to the Sea cadets use of the land.  
Copies of any documents referencing Hitchin Sea Cadets or any of its previous names and it links to the aforementioned piece of land."*

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that all the information in scope of your request is held.

The information you have requested can be found below and enclosed at annex A, but some of the information falls entirely within the scope of the absolute exemptions provided for at section 40 (Personal Data) and qualified exemptions provided for at section 14(1) (Vexatious Requests) of the FOIA and has been withheld.

Section 40(2) has been applied to some of the information in order to protect personal information as governed by the General Data Protection Regulation and Data Protection Act 2018. Section 40 is an absolute exemption and there is therefore no requirement to consider the public interest in making a decision to withhold the information.

For ease, your questions have been numbered 1-6.

- 1) *How and when the MoD took ownership of the land.*

MOD purchased the land in 1925.

- 2) *When the sea cadets moved onto the land and what arrangements were made at that time, lease agreements, rent charges, leaseholds, freeholdsetc*

The Sea Cadets moved onto the land on 01 January 1971. Please see Advice and Assistance further on regarding arrangements.

- 3) *The date RFCA took over the management of the land and any further lease agreements, leasehold or freehold changes at that time.*

See answers to your first two questions above.

- 4) *All records of rent payments made by the sea cadets (peppercorn or otherwise)*

Records of rent payments from 2012 can be found in Annex A.

- 5) *Any Caveats included on the freehold or leasehold at any point. In particular pertaining to the Sea cadets use of the land.*

See lease at Annex B.

- 6) *Copies of any documents referencing Hitchin Sea Cadets or any of its previous names and it links to the aforementioned piece of land*

This question is too burdensome to answer. Please see the Advice and Assistance below.

Under Section 16 of the Act (Advice and Assistance) you may find it helpful to know that your request for *'what arrangements were made at that time, lease agreements, rent charges, leaseholds, freeholdsetc'* and *'Copies of any documents referencing Hitchin Sea Cadets or any of its previous names and it links to the aforementioned piece of land'* are too burdensome to answer as they are too broad. This information therefore has not been released under Section 14(1) of the FOI Act. If you were to refine your request to a particular document or specific date then it may be possible for MOD to answer the question.

If you have any queries regarding the content of this letter, please contact this office in the first instance.

If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail [CIO-FOI-IR@mod.gov.uk](mailto:CIO-FOI-IR@mod.gov.uk)). Please note that any request for an internal review should be made in writing within 40 working days of the date of this response.

If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at <https://ico.org.uk/>.

**Yours sincerely,**

**DIO Secretariat**

Annex A

| <b>Invoice</b>       | <b>Period</b>            | <b>Value</b> | <b>Status</b> |
|----------------------|--------------------------|--------------|---------------|
| Letting Invoice 124  | 01/04/2012 To 31/03/2013 | £25.00       | PAID          |
| Letting Invoice 436  | 01/04/2013 To 31/03/2014 | £25.00       | PAID          |
| Letting Invoice 848  | 01/04/2014 To 31/03/2015 | £25.00       | PAID          |
| Letting Invoice 1296 | 01/04/2015 To 31/03/2016 | £25.00       | PAID          |
| Letting Invoice 1876 | 01/04/2016 To 31/03/2017 | £25.00       | PAID          |
| Letting Invoice 2214 | 01/04/2017 To 31/03/2018 | £25.00       | PAID          |
| Letting Invoice 2587 | 01/04/2018 To 31/03/2019 | £25.00       | PAID          |
| Letting Invoice 2944 | 01/04/2019 To 31/03/2020 | £25.00       | OUTSTANDING   |

# Annex B

THIS DEED made the Twenty second day of April  
One thousand Nine hundred and Eighty BETWEEN THE TERRITORIAL  
AUXILIARY AND VOLUNTEER RESERVE ASSOCIATION EAST ANGLIA (hereinafter  
called "the Landlord") of the one part and [REDACTED]  
[REDACTED] and [REDACTED] the Trustees for the time being of the North  
Herts Unit Number 182 The Sea Cadet Corps (hereinafter called "the Tenants")  
of the other part

WITNESSETH that in consideration of the rent hereinafter  
reserved and of the covenants on the part of the Tenants hereinafter  
referred to the Landlord hereby demises unto the Tenants all that the land  
demised by the within written Lease TO HOLD the same unto the Tenants  
from the First day of January One thousand Nine hundred and Seventy-eight  
for the term of Seven years YIELDING AND PAYING therefor during the said  
term the yearly rent of TWENTY-FIVE POUNDS (£25.00) by equal quarterly  
payments in arrear on the usual quarter days in each year the first of  
such payments to be made on the First day of January One thousand Nine  
hundred and Seventy-eight and upon the same terms and subject to the like  
covenants on the part of the Landlord and the Tenants respectively and  
the like reservation and conditions in all other respects as are contained  
in the within written Lease so that this Lease shall be construed and take  
effect as if such covenants and conditions were repeated herein

IN WITNESS whereof the Landlord has caused its Corporate Seal  
to be hereunto affixed and the Tenants have hereunto set their respective  
hands and seals the day and year first before written

SIGNED, SEALED and DELIVERED by  
the said [REDACTED] the  
presence of:- [REDACTED]

SIGNED, SEALED and DELIVERED by  
the said [REDACTED] in the  
presence of:- [REDACTED]

LOCAL GOVERNMENT OFFICER

SIGNED, SEALED and DELIVERED by  
the said [REDACTED] the  
presence of:- [REDACTED]

AVIATION ENGINEER.

RECEIVED and DELIVERED by  
the said [redacted] in the  
presence of [redacted]

[redacted]  
d/ [redacted]  
[redacted]





LEASE is made the *Seventy fifth* day of *March* One thousand nine hundred and seventy one BETWEEN the TERRITORIAL AUXILIARY and VOLUNTEER RESERVE ASSOCIATION EAST ANGLIA of Springfield Tyrells 250 Springfield Road Chelmsford in the County of Essex (hereinafter called "the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the term hereby granted) of the one part and [REDACTED] of [REDACTED] of [REDACTED] and [REDACTED] of [REDACTED] aforesaid Trustees for the time being of the North Herts Unit, No. 182, The Sea Cadet Corps (hereinafter called "the Tenant" which expression shall where the context so admits include its successors in title) of the other part

WITNESSETH as follows:-

1. IN consideration of the rent hereinafter reserved and of the covenants on the part of the Tenant hereinafter contained the Landlord hereby demises unto the Tenant ALL THAT piece or parcel of land situate at Hitchin in the County of Hertford and having a frontage to a road there known as Bedford Road of One hundred and twenty-five feet or thereabouts a depth therefrom on the south side of Seventy-five feet or thereabouts and a width at the rear of One hundred and eight feet or thereabouts which said piece or parcel of land forms part of the Territorial Auxiliary and Volunteer Reserve Centre and is for the purpose of identification only more particularly delineated on the plan attached hereto and thereon edged with a pink verge line (hereinafter called "the demised premises") RESERVING to the Landlord and all others authorised by it a perpetual right to use repair and renew any drains pipes wires or other casements now used by it or them in over or under the demised premises and to erect any buildings or works on any land held by it or them without restriction as to the nature height or other the extent thereof and also to use or deal with any such land without restriction and also Reserving unto the Landlord at any time hereafter full right and liberty to execute works and erections upon its adjoining and neighbouring land and buildings in such manner as it may think fit notwithstanding that the access of light and air to the demised premises may thereby be interfered with TO HOLD the same Except and reserved as aforesaid unto the Tenant from the First day of January One thousand nine hundred and seventy one

for the term of SEVEN YEARS paying therefor during the said term the yearly rent of TWENTY FIVE POUNDS by equal quarterly payments in arrear on the usual Quarter Days in each year the first of such payments to be made on the Twenty-fifth day of March One thousand nine hundred and seventy-one being a proportion for the period from the First day of January One thousand nine hundred and seventy-one to the Twenty-fifth day of March One thousand nine hundred and seventy-one and the last of such payments to be made one calendar month before the expiration of the said term howsoever determined

2. THE Tenant hereby covenants with the Landlord as follows:-

- (1) To pay the rent hereby reserved on the days and in the manner aforesaid without any deduction
- (2) To pay all existing future rates taxes assessments and outgoings payable in law in respect of the demised premises and any buildings erected or to be erected thereon either by the owner or occupier thereof Landlords Property Tax excepted
- (3) At their own cost within twelve months from the execution hereof and in accordance with plans and specifications to be first approved by the Landlord to erect on the demised premises such building or buildings as may be required for use by Sea Cadet Corps - North Herts Unit and after erection to use the said buildings in connection with the normal activities of the Sea Cadet Corps and for such other purposes not inconsistent therewith Provided that in the event of the Territorial Auxiliary and Volunteer Reserve Centre (of which the demised premises form part) becoming redundant the Tenant shall forthwith remove the said buildings and restore and make good the land on which the same shall have been erected
- (4) Not to erect make or maintain or suffer to be erected made or maintained on the demised premises or any part thereof any building erection or improvement except the said buildings without the consent in writing of the Landlord first had and obtained
- (5) To keep the demised premises and any buildings erected or to be erected on the demised premises in good and substantial repair decoration and condition and the land in good and tidy condition
- (6) To observe and comply with the provisions and requirements of any and every enactment (which expression includes as well any and every Act of Parliament already or hereafter to be passed as any and every Order Regulation and byelaws already or hereafter to be made under or in pursuance of any such Act) so far as they relate to or affect the demised premises or any user thereof or the use of employment therein of any

plant or machinery or the employment of any person or persons therein and not to do or omit or suffer to be done or omitted anything whereby the Landlord may under any enactment incur or have imposed on it or become liable to pay any penalty damages compensation costs charges or expenses

(7) To permit the Landlord and any person or persons authorized by it upon giving previous notice in writing at all reasonable times to enter upon and examine the condition of the demised premises and any buildings erected thereon and thereupon the Landlord may serve upon the Tenant notice in writing specifying any repairs necessary to be done by the Tenant under their covenants herein contained and require the Tenant forthwith to execute the same and if the Tenant shall not within ten days after the service of such notice commence and proceed diligently with the execution of such repairs then to permit the Landlord to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due to the Landlord and forthwith recoverable by action

(8) Throughout the term hereby created the Tenant accepts responsibility for loss or damage to the demised premises by fire storm tempest or other comprehensive insurance risks to the full value thereof

(9) Forthwith to the satisfaction of the Landlord to erect and maintain at the Tenants own cost a suitable boundary fence four feet in height along the south and rear boundaries of the demised premises

(10) Not to do or permit or suffer anything to be done in or upon the demised premises or any part thereof or on any buildings erected or to be erected thereon which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or to the owners or occupiers of any neighbouring land or premises

(11) Not to assign charge underlet or part with or share the possession of the demised premises or any part or parts thereof or any buildings erected or to be erected thereon

(12) At the expiration or sooner determination of the said term:-

(a) If so required by the Landlord at the Tenants own cost to remove from the demised premises all buildings and to make good the surface of the ground to the satisfaction of the Landlord

(b) Peaceably to surrender and yield up to the Landlord the demised premises and fittings and Landlords fixtures therein in accordance with the foregoing covenants

(13) All costs and expenses of the Landlord of and incidental to the preparation and completion of this Lease shall be paid by the Tenant

(14) To pay to the Landlord on demand all charges and expenses including solicitors costs and surveyors fees) which may be incurred by the

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Landlord incidental to the preparation and service of any notice or proceedings under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than be relief granted by the Court \_\_\_\_\_

3. THE Landlord hereby covenants with the Tenant that the Tenant paying the rent hereby reserved and performing and observing the covenants and conditions hereinbefore contained and on the part of the Tenant to be performed and observed shall peacefully hold and enjoy the demised premises during the term hereby granted without any interruption or disturbance by the Landlord or any person claiming under it \_\_\_\_\_

4. PROVIDED ALWAYS that:-

(1) If the rent hereby reserved or any part thereof shall at any time be in arrear or unpaid for twenty one days after the same shall have become due whether legally demanded or not) or if the Tenant shall at any time fail or neglect to perform or observe any of the covenants or conditions herein contained and on its part to be performed and observed or if the Tenant shall permit any execution or distress to be levied on any goods for the time being in the demised premises or shall enter into liquidation whether compulsory or voluntary (other than for reconstruction or amalgamation) or if the Tenant for the time being shall be an individual and shall enter into a composition with his creditors or shall have a Receiving Order for Bankruptcy made against him then and in any such case the Landlord may re-enter upon the demised premises or any part thereof in the name of the whole and henceforth hold and enjoy the same as if this Lease had not been granted but without prejudice to any right of action or remedy for any antecedent breach of covenant by the Tenant \_\_\_\_\_

(2) The provision of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice under this Lease \_\_\_\_\_

5. IF the Tenant shall be desirous of continuing the tenancy hereby created for a further term of seven years at the expiration of the term hereby granted and shall not more than twelve nor less than six months before the expiration of the term hereby granted give to the Landlord a notice in writing of such their desire and shall pay the rent hereby reserved and perform the several covenants and stipulations herein contained and on their part to be observed up to the termination of the tenancy hereby created then the Landlord will provided the demised premises remain in the ownership of the Landlord or its successors in title let the demised premises to the Tenant for the further term of seven years from the expiration of the term hereby granted at the same \_\_\_\_\_

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rent as herein reserved and subject in all respects to the same  
covenants and stipulations as are herein contained except this clause  
for renewal \_\_\_\_\_

IN W I T N E S S whereof the Landlord has hereunto caused its  
Corporate Seal to be hereunto affixed and the Tenants have hereunto set  
their respective hands and seals the day and year first before written

SIGNED, SEALED AND DELIVERED )  
by the said GP )  
in the presence of :- )

ARCHITECT ENGINEER

SIGNED, SEALED AND DELIVERED )  
by the said JCH )  
in the presence of :- )

SIGNED, SEALED AND DELIVERED )  
by the said E )  
in the presence of :- )

ARCHITECT ENGINEER

DATED 22 March 1977

TECHNICAL AUXILIARY AND  
FOUNDER RESERVE ASSOCIATION  
Eastleigh

- to -

SEA CADET CORPS - MONTH RENT  
1977

COUNTERPART

LEASE

- of -

Land forming part of T...V.R.  
Centre, Bedford Road, Hitchin  
Herts.

TERM: Seven Years from the  
1st January, 1977.

RENT: £25.00 per annum.

DATED 22<sup>nd</sup> March 1980

COUNTERPART LEASE

TERM: Seven Years from the  
1st January 1978

RENT: £25.00 per annum

