

Wimbledon and Putney Commons

[REDACTED]

Senior Case Officer
Freedom of Information Complaints and Appeals Department
Information Commissioner's Office (ICO)
Wycliffe House, Water Lane
Wilmslow, Cheshire
SK9 5AF

By e-mail only: casework@ico.org.uk

16th October 2019

Dear [REDACTED],

ICO Case Reference FER0792745

Complainant: [REDACTED]

We refer to the ICO's Decision Notice dated 15th October 2019 regarding ICO Case Reference FER0792745.

We are pleased that the ICO has reached the view that the majority of the information within the scope of the request is not environmental and, therefore, there is no obligation on WPCC to provide this information to the complainant under the Environmental Information Regulations 2004 (EIR).

With regards to the ICO's view that a "small amount" of the requested information (ie, covenants to the sale and the site plan) does constitute environmental information and that WPCC should therefore either make the information available or provide a valid refusal notice, WPCC is prepared to release the information and has therefore attached the subject documents as an appendix to this letter.

WPCC intends to publish a media release as soon as possible that will provide a link to the ICO's Decision Notice as well as a copy of this letter. All members of the public will therefore have access to the subject documents.

WPCC also intends to write (by email) to the complainant attaching a copy of this letter, thereby providing the complainant with a copy of the subject documents.

If you require anything further, please do not hesitate to contact me.

Yours sincerely,

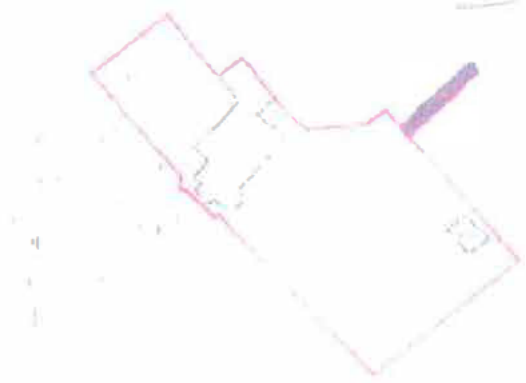


Diane Neil Mills
Chairman
Wimbledon and Putney Commons Conservators

THE MILL HOUSE, SW19



Handwritten notes:
Rear garden
5.2m x 10.0m
10.0m



SITE PLAN

SCALE 1:1000

C BKR FLOORPLANS
TEL 020 7787 5544

1. Continued from Form TP1

Title number(s) TGL237748

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

13. Additional Provisions

13.1 Definitions

13.1.1 "the Act" means the Wimbledon and Putney Commons Act 1871

13.1.2 "the Plan" means the plan annexed to this Transfer

13.1.3 "the Retained Land" means the land and the buildings thereon comprised in Title Number TGL237748 (excluding the Property) retained by the Transferor

13.1.4 Words importing one gender shall be construed as importing any other gender

13.1.5 Words importing the singular shall be construed as importing the plural and vice versa

13.1.6 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa

13.1.7 Where any party comprises more than one person the obligations and liabilities of that party under this Transfer shall be joint and several obligations and the liability of those persons

13.1.8 The panel and clause headings do not form part of this Transfer and shall not be taken into account in its construction or interpretation

13.1.9 Any reference to a clause is to one so numbered in this panel unless otherwise stated

13.1.10 Any reference to a colour or letter is to one on the Plan

13.2 Rights granted for the benefit of the Property

13.2.1 The Property is transferred together with the following rights (in common with the Transferor and all others entitled) subject to the observance and performance of the conditions contained in clause 13.2.2

13.2.1.1 a right to pass and repass over and along the accessway coloured brown on the Plan ("the Accessway") to provide access to and egress from the Property with or without vehicles at all time and for all purposes in connection with the use of the Property as a private residential dwellinghouse

13.2.1.2 a right (but only so far as the Transferor is able to grant the same pursuant to the restrictions imposed upon it by the Act) for the Transferee to pass and repass with or without vehicles over so much of Windmill Road as is necessary to provide access to and egress from the Property to Wimbledon Parkside

Continuation sheet of
Insert sheet number and total number of
continuation sheets e.g. "sheet 1 of 3".

1. Continued from Form TP1

Title number(s) TGL237748

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13.2.2 the rights granted in 13.2.1 are subject to the Transferee contributing upon demand a reasonable and proper proportion of the cost and upkeep of the land shown coloured brown on the attached plan

13.3 Rights reserved for the benefit of the Retained Land

13.3.1 There are reserved out of the Property for the benefit of each and every part of the Retained Land the rights to all minerals and other substances under the Property and the right to mine the same

13.4 Restrictive covenants upon the Transferee

13.4.1 The Transferee covenants with the Transferor to observe and perform the covenants contained in clause 13.4.2 ("the Covenants") and it is agreed and declared that:-

13.4.1.1 the benefit of the Covenants is to be attached to and enure for each and every part of the Retained Land

13.4.1.2 the burden of the Covenants is intended to bind and binds each and every part of the Property into whosoever's hands it may come

13.4.1.3 an obligation in the Covenants not to do any act or thing includes an obligation not to permit or suffer that act or thing being done by another person

13.4.2 The Covenants are as follows:-

13.4.2.1 not to park any vehicle or leave any other item whatsoever on Windmill Road or the Accessway

13.4.2.2 to use and occupy the Property for the purposes only of a private residential dwelling in single occupation and not to use the Property for any trade business or profession

13.4.2.3 not to do anything in or upon the Property which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Transferor or the Retained Land

Continuation sheet of
Insert sheet number and total number of
continuation sheets e.g. "sheet 1 of 3".

1. Continued from Form TP1

Title number(s) TGL237748

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13.4.2.4 not to hold or permit to be held on the Property any sale by auction

13.4.2.5 not to display any plate placard sign advertisement or board of any kind whatsoever on the Property so as to be visible from the Retained Land save for a single unobstrusive "For Sale" or "To Let" board of modest proportions

13.4.2.6 to keep the hedges and other boundary features of the Property in good repair and properly cultivated and to cut back and trim in accordance with the principles of good husbandry the inside of the said hedges trees and other boundary features up to the boundary line and the tops of the hedges up to the mid-point thereof

13.4.2.7 to repair and keep in repair the drains, sanitary apparatus, water, electrical and gas pipes, conduits and apparatus so far as they serve the Property and any other property on the Retained Land

13.4.2.8 not to make any material alterations or additions to the exterior of the buildings which are now erected on the Property or to erect any new buildings or structure, aerial or mast of any type thereon without the previous consent in writing of the Transferor (such consent not to be unreasonably withheld or delayed)

13.5 Positive Covenants by the Transferee

13.5.1 The Transferee covenants with the Transferor that the Transferee will observe and perform the covenants and conditions contained or referred to in the Property, Proprietorship and Charges Registers of Title Number TGL237748 insofar as they relate to the Property and will indemnify and keep the Transferor indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Transferor in respect of any future breach or non-observance of those covenants and conditions

13.6 Agreements and Declarations

13.6 It is hereby agreed and declared as follows:-

13.6.1 This Transfer is made pursuant to and for the purposes of Section 8 of the Leasehold Reform Act 1967

13.6.2 The privet hedge dividing the Property from the adjoining Windmill compound on the north east boundary shall be the responsibility of the Transferee

Continuation sheet of
Insert sheet number and total number of
continuation sheets e.g. "sheet 1 of 3".

1. Continued from Form TP1

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13.6.3 On the boundary of the Property abutting the Windmill compound on the Retained Land the short brick wall shall be the responsibility of the Transferee

13.6.4 On the north west boundary of the Property to the car park the oak board fence and double gate shall be the responsibility of the Transferee

13.6.5 On the northern boundary of the Property the oak board fence shall be the responsibility of the Transferee

13.6.6 On the western boundary between the Property and the adjoining golf club the oak board fence shall be the responsibility of the Transferee

13.6.7 On the south west boundary the holly hedge between the Property and the stable yard the inner side facing the Property and the top, up to the mid-point thereof, shall be the responsibility of the Transferee and the side facing the stable yard and the top, up to the mid-point thereof, shall be the responsibility of the Transferor

13.6.8 On the southern boundary of the holly hedge dividing the Property from the commons on the inner side and the top up to the mid point shall be the responsibility of the Transferee and the commons side and the top up to the mid-point shall be the responsibility of the Transferor

13.7 The Property transferred is held by the Transferor which is a non exempt charity, however the Transfer is one falling within paragraph (a) of Section 36(9) of the Charities Act 1993

13.8 The Transferor hereby certifies that the Transfer is made pursuant to the Order of the Kingston upon Thames County Court dated 4 November 2004 and accordingly the provisions of the Wimbledon and Putney Commons Act 1871 have been complied with in respect of the Transfer

Continuation sheet of
Insert sheet number and total number of
continuation sheets e.g. "sheet 1 of 3".