

# APPENDIX 4

[Insert name and address of relevant licensing authority and its reference number (optional)]

## Application for the review of a premises licence or club premises certificate under the Licensing Act 2003

### PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

Before completing this form please read the guidance notes at the end of the form.  
If you are completing this form by hand please write legibly in block capitals. In all cases ensure that your answers are inside the boxes and written in black ink. Use additional sheets if necessary. You may wish to keep a copy of the completed form for your records.

I EMMA GRIFFIN ON BEHALF OF BUFFALO LODGE RETREAT LTD  
(Insert name of applicant)

apply for the review of a premises licence under section 51 / apply for the review of a club premises certificate under section 87 of the Licensing Act 2003 for the premises described in Part 1 below (delete as applicable)

#### Part 1 – Premises or club premises details

Postal address of premises or, if none, ordnance survey map reference or description BURY FARM EQUESTRIAN CENTRE MILL ROAD SLAPTON	
Post town LEIGHTON BUZZARD	Post code (if known) LU7 9BT
Name of premises licence holder or club holding club premises certificate (if known) BURY FARM EQUESTRIAN CENTRE BURY FARM EVENTS + ASSOCIATED COMPANIES	
Number of premises licence or club premises certificate (if known)	

#### Part 2 - Applicant details

I am

Please tick ✓ yes

- 1) an individual, body or business which is not a responsible authority (please read guidance note 1, and complete (A) or (B) below)
- 2) a responsible authority (please complete (C) below)
- 3) a member of the club to which this application relates (please complete (A) below)

(A) DETAILS OF INDIVIDUAL APPLICANT (fill in as applicable)

Please tick  yes

Mr

Mrs

Miss

Ms

Other title  
(for example, Rev)

Surname

First names

GRIFFIN

EMMA

DIRECTOR

Please tick  yes

I am 18 years old or over

ON BEHALF OF

Current postal  
address if  
different from  
premises  
address

BUFFALO LODGE RETREAT LTD  
BUFFALO HOUSE  
MILL ROAD  
SLAPTON

Post town

LEIGHTON  
BUZZARD

Post Code

LU7 9BT

Daytime contact telephone number

01525 221111

E-mail address  
(optional)

HELLO@BUFFALOLODGE.CO.UK

(B) DETAILS OF OTHER APPLICANT

Name and address

EMMA GRIFFIN  
BUFFALO HOUSE  
MILL ROAD  
SLAPTON  
LU7 9BT

Telephone number (if any)

E-mail address (optional)

**(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT**

Name and address
Telephone number (if any)
E-mail address (optional)

**This application to review relates to the following licensing objective(s)**

- Please tick one or more boxes ✓
- 1) the prevention of crime and disorder ✓
  - 2) public safety ✓
  - 3) the prevention of public nuisance ✓
  - 4) the protection of children from harm

**Please state the ground(s) for review (please read guidance note 2)**

Prevention of crime and disorder  
trespass of company and Public.

Public safety. crossing land with no  
access permitted puts public safety in question

Public Nuisance - Nuisance to residential  
amenity misled location ~~of~~ an application.

Please see email with this form for  
full details.

Please provide as much information as possible to support the application (please read guidance note 3)

evidence attached to email

Please tick ✓ yes

Have you made an application for review relating to the premises before

If yes please state the date of that application

Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

If you have made representations before relating to the premises please state what they were and when you made them

I requested a review with representation at a SAG Review meeting to these events

Please tick ✓

yes

- I have sent copies of this form and enclosures to the responsible authorities and the premises licence holder or club holding the club premises certificate, as appropriate
- I understand that if I do not comply with the above requirements my application will be rejected

IT IS AN OFFENCE, UNDER SECTION 158 OF THE LICENSING ACT 2003, TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION. THOSE WHO MAKE A FALSE STATEMENT MAY BE LIABLE ON SUMMARY CONVICTION TO A FINE OF ANY AMOUNT.

Part 3 – Signatures (please read guidance note 4)

Signature of applicant or applicant’s solicitor or other duly authorised agent (please read guidance note 5). If signing on behalf of the applicant please state in what capacity.

Signature [Redacted]

Date 22/9/2023

Capacity DIRECTOR OWNER OCCUPIER  
BUFFALO LODGE RETREAT LTD, BUFFALO HOUSE

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 6)	
EMMA GRIFFIN BUFFALO HOUSE MILL ROAD SLAPTON	
Post town LEIGHTON BUZZARD	Post Code LU7 9BT
Telephone number (if any) [Redacted]	
If you would prefer us to correspond with you using an e-mail address your e-mail address (optional) [Redacted]	

Notes for Guidance

1. A responsible authority includes the local police, fire and rescue authority and other statutory bodies which exercise specific functions in the local area.
2. The ground(s) for review must be based on one of the licensing objectives.
3. Please list any additional information or details for example dates of problems which are included in the grounds for review if available.
4. The application form must be signed.
5. An applicant’s agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
6. This is the address which we shall use to correspond with you about this application.

I have completed the Review of a Licence form and have it attached for consideration. Can I ask that the information in this email be considered alongside the application form for review.

I would like to clarify a couple of points your email highlighted.

You mention Interguide attended the SAG meeting and claimed they did not own but had a right of use of the driveway they are using for events. This is factually incorrect and misleading to the SAG Committee. The organisers were fully aware any use of the driveway was now considered trespass, as attached documentation will verify. I think it reasonable if licenced use is to continue, evidence of the claim to a right of use of the driveway should be shown to the Licencing Committee. I am confident this will not be forthcoming.

The licence was originally issued in 2006, this coincided with a change of use planning application which incorrectly stated Interguide/Bury Farm Equestrian Centre owned all the land within the application. The drive access has never been owned by this company or any rights granted for its use. The farmhouse not mentioned in the Licence application was built prior to 1998 the access road was in its title until recently. Notice as should have been served on the owner was not served at the time of the application and we were unaware this false declaration had been made on the application until too late. The implications of this false declaration has tainted the view of licence applications since this time, as committees are under the false belief the access road was within Interguide/Bury Farm Events curtilage.

Interguide are aware they have no legal rights of use of the road dating back as far as 2018, where notice was served by a solicitor advising them of this position.

The driveway was sold this year to Buffalo Lodge Retreat Ltd, of which I am a director. The sale of course is registered with HM Land Registry. For clarification there were no access rights to anyone on the transfer. There are no grounds for an unregistered right of access. A copy of the land transfer is attached.

Notice was served to Interguide Ltd, the holding company to Bury Farm Events and associated companies, that 28 days' notice to cease use of the driveway was applied. From this point forward it is now trespass.

The information below was submitted to a SAG review meeting following trespass of 2 large festivals and multiple events. My objection originated from a trespass which was purposefully misleading signing on the access point to be used. At no point did Interguide communicate any intention of bringing these festivals down my driveway, hence the cross department and agency involvement, at the time of the event, in defence of the Buffalo Lodge Retreat Ltd companies' property.

No communication to myself was made of the re-route intention, all event signing was left directing traffic away from this access until the last moment, signing having previously indicated event access would be located elsewhere.

My objection also concerns my loss of my residential amenity, which surely must be taken into account in the licence application.

It has been stated I had not objected to the licence. As I was unaware the licence was being applied for, and notice of intention to run events across my land has never been served. I had no way of knowing there was an application being considered until it was too late.

I had asked to attend the SAG meeting, as the event organisers had been invited, but was advised it was a closed meeting and I needed to wait to hear the outcome.

As Director of Buffalo Lodge Retreat Ltd I will need to take steps to secure my property. I did not block the access on this occasion as there was an obvious public safety matter to consider, a courtesy not returned by event organisers.

I think it is obvious to everyone that Interguide and associated companies have no access of their own, as weather conditions made the alternative access unusable, and no rights of access have been granted across the Buffalo Lodge Retreat Ltd companies' land. The ownership of the land is registered with Land Registry, and at no time have Interguide had any formal or informal agreement for use of the land.

As such I would like to apply for a review of this licence and events crossing the Buffalo Lodge Ltd companies land to stop immediately.

For your information I have below a copy of the letter I sent to the SAG Committee outlining my objections, and evidence of notice served and showing without doubt the event organisers being fully aware of having no access rights across Buffalo Lodge Retreat Ltd companies land.

I have completed your form requesting a review, if this email can be used in conjunction with the review form it would be appreciated.

The grounds for my objection are as follows

Trespass – Interguide/Bury Farm Events or association businesses do not own the access driveway and have **no registered access rights for any vehicle at any time** across the access road used for events. Events also invite public trespass, very difficult to manage. There has been no request for any agreement for use of the access road or communication to intention of use.

Prevention of crime and disorder - I am not sure if you consider Trespass a crime, but attempts to protect the companies property could lead to disorder. Police have been involved.

Public safety has to be considered in an application. In this instance, a volatile situation bringing the public across a trespass area, making traffic management impossible.

Prevention of public nuisance - Trespass on the driveway results in nuisance to my residential amenity. Residential amenity is a consideration for any licencing application.

The Access is not wide enough to support 2 way traffic. 3.40m wide when average vehicles are 1.8m. The licence states up to 4900 people potentially 2500 cars per day. Single Track.

The licence states there are no residences within a quarter of a mile of the event yet my home and relaxation centre business are actually on the access driveway used and subjected to the noise and inconvenience of heavy traffic and excessive motorbike noise. This seriously is affecting residential amenity, and business use. Every applicant for this licence has been aware of the proximity of my home to the venue, and repeated misleading applications have been submitted.



I believe in misleading the Licensing Committee in removing the location of my home and business on the application form, an assumption is made the driveway would be part of the Interguide curtilages'. This is not the case.

The licence clearly states;

Prevention of public nuisance objective a) The premises are approximately quarter of a mile from the public highway and its nearest neighbour.

The event was held adjacent my home. This is clearly breach of licence and an attempt to mislead the Licensing Committee. Far less than the ¼ mile stated on the completed form. To travel in either direction the farmhouse is visible and within the farmhouse HMLR title BM275159 until purchased by Buffalo Lodge Retreat Ltd in May 2023.

Preparations for events have also resulted in serious damage to my conifer trees, a matter the police are currently investigating. TVP Ref: 43230258775

The damage to the conifer trees greatly reduced my noise and visibility barrier, stripping trees to the bark and strimming the bases affecting any future growth and long term reduction of privacy for my family and business.

Interguide Ltd had been served 28 days' notice restricting access to all vehicles by my solicitor, with special mention festival traffic was not permitted on my access driveway.

No contact from Bury Farm Events or Interguide Ltd before during or after the event on festival use, despite an offer to meet with them to discuss event happenings and possible scenarios moving forwards.

No information on the event or notice served to myself or my business advising of the change of route to the AA road signage and the intention to cross my land for event use.

Safety - single track access would limit emergency services creating a safety risk

Liability - Should an accident occur on my property my business could be potentially liable for damages even without my granting any permission for access.

Chris Parker the Event Organiser had knowledge from attending the Parish Council meeting in July 2022, advised on their first festival that Interguide did not own the access road or have rights across it, he was also able to view public records with HM Land Registry should this have been in question. He was fully aware of the location of my property and the distance to the event when putting in the licensing application.

His response to the meeting was a letter to the Parish Clerk requesting a letter be read out stating in his opinion a Counsellor made a 'Blatant Lie' I have a copy of this letter if needed.

The event agent Tony Flynn was also the same person who asked to purchase the driveway from me in his position as Group Financial Controller to Interguide Ltd, suggesting £2000, but following a valuation I then received from the respected valuer Kirkby Diamond, Interguide from then on claimed to actually own the land, despite the title deed, and continued the trespass.

With this in mind, Tony Flynn the Event Agent is fully aware my property is not only well within 1/4 mile of the festival site, but also is was aware I have ownership of the driveway that my home and business is attached to. He is also aware Interguide or associated businesses have no right of access or right to damage my trees.

Acting as event agent to Bury Farm Events his declaration also misled the Licencing Committee, when applying for the events licence on the distance to my property and declaring a right for use of the access. As no right has been issued and letters sent to the contrary, this is incorrect.

I am on the understanding the event plan did not show an access utilising my driveway, having received very little information on the festival plans.

The following information shows not only prior intent to use my access rather than the one on the plan, but also blatant misleading of the licensing committee by Bury Farm Events and subsidiary company Interguide Ltd when applying for the licence.

Taking each of these points in finer detail:

**1 They do not own the access driveway and have no access rights for any vehicle to enter or pass across the driveway**

The access road has recently been sold to Buffalo Lodge Retreat Ltd from land I owned in title BM275159 . I am a Director of Buffalo Lodge Retreat fully responsible for the land and potentially liable for unexpected happenings on my property. The new title is awaiting registration, so I enclose the transfer document in which it is clearly visible no right of way is held by Interguide Ltd or associated companies.

I enclose the transfer document to Buffalo House Retreat Ltd of the access road, and the previous 2 land registry documents of the land HM Land Registry registered to either myself or my family. Interguide and/or their associated companies have never had a registered right of access across my property.

The drive access is owned by Buffalo Lodge Retreat Ltd and as Director I can confirm there is no rights of access for any vehicles connected with either Bury Farm Events, Interguide Holdings or any of their associated businesses or residences they are currently using with violation of planning permission.

A notice period of 28 days had been issued to Interguide advising they had no right to enter or cross the land with special mention of no right of access for festival use. I enclose a copy of this letter for your records.

Anthony Flynn acting as Event Agent did enquire to purchase the roadway from me in his role as Group Financial Controller for Interguide Ltd, but after receiving the valuation from Kirkby Diamond the respected valuer, they did not progress it. I enclose a copy of this email for your records. Tony Flynn is fully aware Interguide have no access agreement in place.

\* attached Tony Flynn Email

\* attached HMLR title deed BM 275159 Buffalo House including Access Road prior to sale

\* attached transfer document to Buffalo Lodge Retreat Ltd Access Road

\* attached Solicitor letter to Interguide Ltd giving 28 day notice period to cease use.

**2 The Event Plan did not permit access for festival traffic to travel through the small village of Slapton**

I believe the license was granted on grounds the entrance to the events would be as the event plan, entering the site through the access on Horton Road S Bend. I understand it is an offence to use another route other than the one Bury Farm Events detailed for licensing.

Slapton is a small village not suitable for heavy traffic use. Neither the Parish Council, the community or myself had any warning of the plan to divert traffic or were considered in any traffic management plans as the event was clearly signed to use the Horton Road entrance.

I believe it was the intent of the company to use this route despite solicitors letters.

Intention to use this access road also could be seen in preparations made to the access road used for weeks before including damage to my conifer trees, details below.

I think there is clear evidence Bury Farm Events saw my access as preferential to their own field access and proceeded to use it regardless of permitted rights or agreement.

On the second festival, Environmental Health Officer Andrew Godman assisted with trying to get the festival back on its planned route. More detail on this below.

### **3 The Access Road is not wide enough to support 2 way traffic**

The access driveway is only 3.40m wide a vehicle is average 1.8m wide it is not suitable for heavy traffic use and should never have been licensed as suitable for events. . At no time should this access have been deemed suitable for an event which could have had a capacity of up to 4900 attendees. At full attendance this could have been in excess of 2,500 cars per day. The traffic on this single track access road was 2 directional taking no account of my being to enter and exit my own home/business.

### **4 Serving Notice**

I understand that you do not need to own the ground to obtain licensing, similarly to a planning permission, but if cases of planning it is required you serve notice of intention. Can you advise please if this is the case with licencing, as to be made aware of the event on the day it is happening makes it too late to obtain a court injunction as would have been the case should notice have been served.

### **5 The license declaration states there are no residences within 1/4 mile of the event yet my home and Relaxation Centre business are on the access driveway they chose to use for the festivals and continually trespass over.**

The event organiser made a declaration when applying for the licence that there were no residences within ¼ mile of the event. A declaration like this is at best dishonest, but to have no contact with me even in a courteous capacity, even having seen me on the driveway no contact was made and no attempt to facilitate my presence within their plans. By not declaring my house and business it could be assumed the access driveway was within the Interguide curtilage.

I was therefore unexpectedly subject to the excessive noise and inconvenience of heavy traffic and extreme motorbike noise.

To enter and exit my property was exceptionally stressful and to have festival traffic entering my residential property to 'look' or as a means of a passing place, required I padlocked to secure my own residential property for the first time.

This seriously affected my quiet enjoyment of my property.

To try and limit use on the driveway with the event actually happening was more stressful. It is not just noise and inconvenience, it is Bury Farm Events and Interguide Ltd behaving in a manipulative manner to continue to use what they have no right to.

I understand there are several 'residences' on Bury Farm Equestrian Centre, although these are being operated without suitable planning permission but must have been affected by the noise and again are within the ¼ mile distance in the declaration.

I attach a noise readout on my property from my Iphone with noise levels up to 110db.

## **6 Bury Fam Summer Festival event**

On the morning of the 16 July AA signs for the festival entrance were up at the S bend on Horton Road leading to a field owned by Interguide, which I assume is the expected route on the plan. I had no reason to believe the traffic would take any other route than the signed one.

I had a university open day to attend for my daughter and on returning home to my property about 3pm on I saw all traffic signs had been redirected through the village of Slapton and traffic management personnel were then directing traffic down my driveway which runs next to my home. This resulted in problems accessing my property as there were traffic management staff with 2 way walkie talkies either end of the access road I own, and not taking any account of my own required access to my home and business. Also we were subject to nuisance and noise for throughout the weekend.

It would have been courteous in the least to have spoken to me regarding the change of plan. I can only assume this was the plan all along, but had AA signed a different access point misleading everyone into believing they were using an access more acceptable to the community, the one which had been documented in the management plan and had a right to use, unlike my access road which they have continued to use without permission or any registered rights to date.

Interguide had been served 28 days notice from my solicitor, advising there was no right of access for any traffic on the access road especially traffic connected with a festival.

\*I attach the letter for your information.

## **7 Fields of Thunder Festival Event**

No notice of intent on use of the driveway for the events were served to myself or my business. I was first aware of the change of route having been woken by excessive motorbike noise at 5.30am on Friday 21st July. It is clear as to why it was named Fields of Thunder as that is exactly what I endured for 3 days with documented evidence noise from my home of over 110db.

Event music went on well into the night and the noise and inconvenience to my home was extreme.

I was not served notice of the event and had no communication from Interguide since.

Weather conditions were good with very little rain since the previous weekend. No reason not to use their own access. Signing confirmed use of the Horton Road S Bend entrance until that morning, no signing at the bottom of my driveway the night before.

I did not expect after the last festival to have another festival within a week without consultation or permission. No signing went up at the bottom of my driveway for this event until the day.

I believe this was advertised as a 2 day festival but it was clearly 3 day with traffic arriving 5.30am on Friday and camping with event staff and motorbikers leaving throughout Sunday until the evening.

I managed to speak to Environmental Health Officer Andrew Godman who came out the same day to speak to Chris Parker the event organiser to see if the traffic could be routed back to the plan. He was advised the decision had been taken by Bury Farm Events several days previously to re-route to my access road. Bury Farm Events were advised their actions could have consequences but continued to use the route despite Andrew Godmans request. I appreciate the prompt response of Andrew and following up with advice on how to raise a complaint.

I have attached a record of the noise levels up to 110db.

### **8 Lack of communication**

I was not consulted to festival re-routing despite owning the access and the close location to my home.

My home adjoins the access road, the road is required for my access to the property and business. No notice was served or provision made for accessing my own property.

My solicitor has written to Interguide offering to meet to discuss the trespass, receiving no response to date.

\* Letter attached from my solicitor offering to meet to discuss the trespass and find a way forward. No response received to date.

### **9 Liability – Very Important**

**Should an accident have occur on my property my business could be potential liable from a 3rd party. By licencing Bury Farm Events and Interguide Ltd and their associated businesses to allow trespass over my land you are leaving me potentially liable for damages. Bury Farm Events and Interguide Ltd have no access agreement for any vehicle or maintenance contract for any damage to my property.**

Please also consider the following.

I have not seen the management plan for the event as I have not received a copy, or served notice of intention, neither was a map circulated to our Parish Council when the event was raised at Parish Council level for the licence.

Please consider the arrogance of Interguide Ltd and Bury Farm Events to continue to use an access despite solicitor intervention and with disregard of HM Land Registry, instead making continued claims they own the land, and continue to put applications for planning and licencing across.

The event agent Tony Flynn was the same person who asked to purchase the driveway from me in his capacity of Group Financial Controller so aware of the access situation.

Chris Parker the event organiser wrote to Slapton Parish Council called it a 'Blatant Lie' when I advised I owned the access road for his first festival in June 2022. He was made aware even if he refused to believe it.

A simple view of public records, or indeed of the land deed I brought with me that evening would have made the land situation clear to him.

I think it is clear the events came off the licensed plan and Bury Farm Events chose to use an access they had full knowledge they did not have rights to cross, with a complete disregard for myself, my family and my business, as well as routing traffic through a community unprepared for large numbers of vehicles. No approach was made to myself or the Parish Council on the change of plan.

I believe there was full intent to misdirect the signage to ensure I was too late to apply for a court order to stop the trespass of traffic.

They also intentionally misled the committee when applying for the licence stating there is no houses within ¼ mile of the event.

Both Chris Parker, Alan Dugard and Tony Flynn through various letters were all aware of the driveway position yet continued to deceive in the routing of the event to ensure it would be too late for me to apply for a court order to stop the trespass.

I do think Bury Farm Events have sought to mislead the licensing committee and myself over and over again and any license for future events should be considered in the light of the permitted access they have available to them, not on land they are fully aware they have no rights to cross and have been advised by a solicitor is trespass.

**By continuing to allow licensed use of the access road you are supporting the trespass and leaving my company potentially open to claims for damages should any sort of accident occur.**

**It is not a suitable route for these sort of events even if they had been granted permission, which of course they did not have.**

I understand charges are able to be brought, as there has been intention to mislead the Licencing Committee, myself, the community and the Parish Council, I believe in this case they should be applied.

I request all licencing for any business connected with Bury Farm Slapton to be subject to a suitable access being available.

If more information is required please let me know.

Regards

Emma Griffin

Director of Buffalo Lodge Retreat Ltd

Owner and resident of Buffalo House, Mill Road, Slapton, LU7 9BT

████████████████████



## ENCs

HMLR title deed BM275159 for Buffalo House showing the driveway in the land title owner Emma Griffin dated – See no registered rights of access permitted to anyone.

Transfer document for sale of the driveway to Buffalo Lodge Retreat Ltd for purposes of access to a relaxation centre

Solicitor Letter serving 28 days notice to Interguide advising no right of access for any vehicle especially festival use.

Solicitor Letter Offer to meet with Interguide/Buy Farm Events after the event.

Tony Flynns email asking to buy the access road for Interguide Ltd

Bury Farm Event plan 2022 showing location of my farm house to the festival site (marked 'Quantum Energy')

DecibelX Noise level readout 110DB from my Iphone

**From:** [Tony Flynn](#)  
**To:** [REDACTED]  
**Subject:** New Beginnings  
**Date:** 28 January 2022 13:25:27  
**Attachments:** [image001.jpg](#)  
**Importance:** High

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Good Afternoon Emma,

Apologies for not emailing you earlier but my days have just got away from me since I was with you. Anyway thank you again for taking the time to have a conversation with me and I hope this can be the start of a much healthier and happier relationship for all of us. As we agreed this email is too put in writing what we have discussed.

First of all I will say that nothing in this email should be taken as an admission as to who does or doesn't own the driveway or reflect any existing right of access shared or not. I think these legal ramblings should be left with solicitors and I'm certainly not qualified or in a position to make any kind of judgement.

This email is more importantly about all us trying to find a way to work together by outlining 2 possible scenarios that could hopefully end any further disputes and lead us to a happy and harmonious relationship going forward.

1. As per your previous enquiry with Alan Dugard our first suggestion is that you consider selling the driveway in its entirety to us, this would need to either include the trees so that we could maintain them so that the driveway is kept clear so that no visiting vehicles could be damaged, or alternatively an agreement with you, that, with appropriate notice given to yourself that we can cut back and maintain the trees as an when necessary. If this is something you would be interested in could you please let me know what remuneration you would be looking for. If you choose this is your preferred route we would of course have it legally agreed in the sale that you and your visitors would have unrestricted / unencumbered access to the entrance of your home. Again I think we can get the legal people to ensure that this is properly written so that there are no disputes in the future.
2. The second option is that we will spend up to £2000.00 on improving the drive way / your border in a mutually agreeable way with the aim to enhance the driveway/your border line. We have discussed a number of different ideas which I have listed below
  - a) install speed bumps along the drive way to further deter all vehicles from speeding
  - b) plant low level trees or bushes below the current trees to provide privacy screening
  - c) Improve the driveway
  - d) We have also offered to repair your fence at the beginning of the drive way as an additional gesture of goodwill.
  - e) Anything above this amount would need to be agreed and paid for by yourself ,however we do not expect this to go above this level

Again we would need to get a legal agreement in place agreeing that we would have unrestricted / unencumbered access along with an agreement giving us with appropriate notice permission to cut back and maintain the trees with the sole purpose again to prevent damage to any visiting vehicles.

I look forward to hearing your thoughts or counter proposal/ideas.



Again nothing in the above is an admission of liability.

I hope this email continues to extend an olive branch and we can hopefully move forward together.

Kind Regards,

**Tony Flynn**  
**Group Financial Controller**  
**Mobile: 07956 868322**  
**Interguide Head Office: 03333 660 698**

**IG-Logo Only**



**The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, re-transmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you are not the intended recipient please return it to us via e-mail then delete it from your system.**

**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.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

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 of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) out of which the property is transferred: BM275159
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Land and buildings on the north west side of Mill Road, Slapton, Leighton Buzzard LU7 9BT</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: coloured green</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 12th May 2023
5	<p>Transferor: Emma Griffin</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 entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>

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.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

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.

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 12.

Place 'X' in any box that applies.

Add any modifications.

6	Transferee for entry in the register: Buffalo Lodge Retreat Ltd
	<u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 14734623
	<u>For overseas entities</u> (a) Territory of incorporation or formation:  (b) Overseas entity ID issued by Companies House, including any prefix:  (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:
7	Transferee's intended address(es) for service for entry in the register:  Buffalo House, Mill Road, Slapton, Leighton Buzzard, England LU7 9BT
8	The transferor transfers the property to the transferee
9	Consideration  <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Eight thousand pounds (£8,000)  <input type="checkbox"/> The transfer is not for money or anything that has a monetary value  <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee  The Transferor transfers the Property with full title guarantee

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.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 Additional provisions

1. Definitions

In this Transfer:

**Accessway** means the private roadway forming part of the Property.

**Plan** means the plan annexed to this Transfer;

**Retained Land** means the land comprised in the Title Number (excluding the Property) shown edged red on the Plan;

**Service Media** means the conduits and equipment used for the reception, generation, passage and/or storage of Utilities;

**Utilities** means electricity, gas, water, foul water and surface drainage, signals, electronic communications and all other utilities.

2. Transfer

The Property is transferred together with the rights set out in Schedule 1 excepting and reserving to the Transferor the rights set out in Schedule 2.

3. Restrictive covenants

- 3.1. The Transferee so as to bind the Property and each and every part of it (but not so as to be personally liable for breach of a restrictive covenant arising after the Transferee has parted with all interest in the Property) covenants with the Transferor to benefit the Retained Land that the Transferee will at all times

observe and perform the following restrictive covenants:

- 3.1.1. not to do or permit any act or thing on the Property which will be or might grow to be an annoyance or nuisance or cause damage or disturbance to the Transferor and/or any owner or occupier for the time being of the Retained Land;
- 3.1.2. not to do or permit to be done on the Property anything likely to cause damage or injury to or to prevent access to any Service Media and to take all reasonable precautions to prevent any such damage or injury;
- 3.1.3. not to obstruct the Accessway or deposit any waster, rubbish, soil or other material on any part of the Accessway or in any other way interfere with, or disturb, the exercise of the rights set out at Schedule 2;
- 3.1.4. not to obstruct or interfere with the flow of light or air to the windows, doors or other openings in the buildings currently situated on the Retained Land;
- 3.1.5. not to fell or lop the trees along the boundary between the Property and Retained Land without the written consent of the owner of the Retained Land (not to be unreasonably withheld) and to replace any tree that dies to the satisfaction of the owner of the Retained Land (acting reasonably).

#### 4. Positive covenants

4.1. The Transferee covenants with the Transferor for the benefit of the Retained Land:

- 4.1.1. to maintain the Accessway in good repair and to maintain, replace, renew and clean the Accessway;
- 4.1.2. to keep in good repair and condition maintain and where necessary renew those parts of the Service Media included in the Property and to keep them clean and unobstructed at all times.

4.2. The Transferee covenants:

4.2.1. to procure that a restriction in the following form is entered in the proprietorship register of the Property:

'No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number

BM275159 or their conveyancer that the provisions of clause 4.2.2 to a transfer dated 12<sup>th</sup> May 2023 made between (1) Emma Griffin and (2) Buffalo Lodge Retreat Ltd have been complied with (Form M)';

4.2.2. that if it wishes to dispose of its interest in the Property or any part of it the Transferee will procure that each and every disponee shall, at the same time as it takes such disposition, enters into covenants with the Transferor:

4.2.2.1. to observe and perform (whilst the Property or any part of it is vested in it) the covenants set out in clause 4.1 of a transfer dated 12<sup>th</sup> May 2023 made between (1) Emma Griffin and (2) Buffalo Lodge Retreat Ltd so far as they relate to the property being disposed of;

4.2.2.2. in like form mutatis mutandis as this clause 4.2;

and deliver those covenants to the Transferor.

#### 5. Section 62

Section 62 of the Law of Property Act 1925 does not apply and except as expressly granted the Transferee is not entitled to any right of light or air or any other easement right or privilege which would restrict or interfere with the free use of the Retained Land or any part of it for building or other purposes.

#### 6. Third parties

The parties to this Transfer do not intend that any term of this Transfer shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

#### **Schedule 1 - Rights granted**

1. The Transferor transfers the Property together with the following rights and easements, which are granted to the Transferee and the owners and occupiers of each and every part of the Property:
  - 1.1. the right with or without employees and workmen at all reasonable times and on reasonable notice to enter onto the Retained Land for the purposes of repairing, cleaning, maintaining and constructing or renewing any part of the Property where those works cannot otherwise be conveniently or effectively carried out, the person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable; and
  - 1.2. the right of support and protection for the Property from

the Retained Land.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

## **Schedule 2 - Rights reserved**

1. The Transferor excepts and reserves to the Transferor and the owners and occupiers of each and every part of the Retained Land and all persons properly authorised by them the following rights:
  - 1.1. the right for the Transferor and its successors in title and those authorised by it or them in common with the Transferee to pass with or without vehicles, at all times, over and along the Accessway for all purposes connected with the reasonable use and enjoyment of the Retained Land;
  - 1.2. the right of passage of Utilities through the Service Media serving the Retained Land which are installed on in over or under the Property;
  - 1.3. the right to connect into any Service Media at the Property which serve the Retained Land which are in existence at the date of this transfer or are installed or constructed after the date of this transfer;
  - 1.4. the right with or without employees and workmen at all reasonable times and on reasonable notice to enter onto the Property for the purposes of:
    - 1.4.1. repairing, cleaning, maintaining and constructing or renewing any part of the Retained Land where those works cannot otherwise be conveniently or effectively carried out; and
    - 1.4.2. repairing and maintaining the Service Media serving the Retained Land and connecting to any additional Service Media installed on in over or under the Property,the person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable;
  - 1.5. the right of support and protection for the Retained Land from the Property;
  - 1.6. the right to build on develop and/or alter all or any part of the Retained Land even if that building or development reduces the access of light or air to the Property.
  - 1.7. In the event the Transferee is in breach of clause 4.1.1, the Transferor may enter the Property and carry out the works needed and the costs incurred by the Transferor doing such works (and any professional fees and VAT in respect of those costs) shall be a debt due from the Transferee to the Transferor and payable on demand.







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 11 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.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

### 13 Execution

EXECUTED as a deed by the parties and delivered on the date set out at the beginning of this deed.

Signed as a deed by **EMMA GRIFFIN** in the presence of:

[Redacted signature]

Emma Griffin

Signature of witness

[Redacted signature]

Name (in BLOCK CAPITALS)

[Redacted name]

Address

[Redacted address]

Occupation

Executed as a deed by **BUFFALO LODGE RETREAT LTD** acting by a director in the presence of:

[Redacted signature]

Director

Signature of witness:

[Redacted signature]

Name (in BLOCK CAPITALS)

[Redacted name]

Address

[Redacted address]

Occupation

#### 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.

HM Land Registry  
Official copy of  
title plan

Title number **BM297543**  
Ordnance Survey map reference **SP93215W**  
Scale **1:2500**  
Administrative area **Buckinghamshire**



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This official copy is incomplete without the preceding notes page.

**KEY**

- Red Lined Area – Area Controlled by SIA & License
- White Lined Area – Outside Area for all Festival Events
- Blue Lined Area – Car Parking & Overflow Parking
- Green Lined Area – Trader Parking & Overnight Area



Interguide Group Limited  
New Bury Farm  
Mill Road  
Slapton  
Leighton Buzzard  
LU7 9BT

Date: 2 June 2023  
Our Ref: SRDR/LGL  
Your Ref: KI/kd/INTERGUIDE/I083-9  
Direct No: 01223 431098  
Direct Fax: 01223 323370  
Email: Sheree.Richardson@ashtonslegal.co.uk  
Dept: Dispute Resolution

## By First Class Post and Special Delivery

Dear Sirs

### Our Client: Buffalo Lodge Retreat Limited

We act on behalf of Buffalo Lodge Retreat Limited.

Our client has recently purchased an access road registered under Title Number BM275159. Please find enclosed a plan showing the land purchased by our client, coloured green ('the Access Road').

We understand that you are using, and permitting others to use, the Access Road for access to and egress from your property known as Bury Farm Equestrian Centre, New Bury Farm and registered under HMLR Title number BM316249 ('Bury Farm'). The parties you are authorising to use the Access Road includes persons to whom you have leased parts of Bury Farm to and their staff, visitors and customers.

We further understand from your website, <https://www.buryfarmevents.com/>, that you are advertising various events at Bury Farm, including a Summer Festival on 15-16 July 2023 and an event called "Fields of Thunder" on 21-23 July 2023. We understand that historically you have permitted exhibitors to use the Access Road for these and other events.

You have no right to use the Access Road and must immediately cease using the same. Any use of the Access Road, by you or anyone with your permission, is trespass and our client reserves all of its rights in relation to any claim it may have in relation to the same.

We hereby put you on notice that our client intends to permanently close access to the Access Road 28 days after the date of this letter. Whilst you must cease using the Access Road immediately, access will be completely restricted from this date. You should immediately notify anyone you are permitting to use the Access Road not to use it and make alternative arrangements for access to and from Bury Farm.

**Registered Office:**  
Ashtons Legal LLP  
The Long Barn  
Fornham Business Court  
Fornham St Martin  
Bury St Edmunds  
Suffolk  
IP31 1SL

**Acting Office: Cambridge**  
T: 01223 363111  
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[www.ashtonslegal.co.uk](http://www.ashtonslegal.co.uk)

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Bury St Edmunds | Cambridge | Diss | Ipswich | Leeds | Norwich

Please also notify any event organisers and exhibitors in relation to any upcoming events.

Yours faithfully

*Ashtons Legal*

**Ashtons Legal LLP**





# Measurement Report

**Name:** Record 17

**Duration:** 40s

**Time:** Jul 23, 2023 At 11:08 Am

**Location:** Leighton Buzzard

**Device:** iPhone 12 Pro Max, iOS 16.1.1

**Notes:**

## Measurement configurations

Frequency weighting	A
Response time	Fast (0.2s)
Calibration	+0.0 dB
Avg/Leq	91.1 dB
Min	49.4 dB
Max	110.0 dB
Peak	112.9 dB

## Measurement results

Standard	NIOSH
Threshold	85 dB
Exchange rate	3 dB
TWA	62.3 dB
Dose	0.5 %
Projected dose	409.2 %

## Graph



