

Delivered by



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Av Law Solicitors
61 Cold Harbour Lane
Hayes
UB3 3EE

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Date
23 April 2026

Our Ref
FA84AC2

B193(AR) Notice of objection under Section 73(5) Land Registration Act 2002

Important: this notice is not a circular. Please read it carefully.

Title number	BK543426
Property	1-5 Allen Way, Datchet, Slough (SL3 9HR)
Registered proprietor of above title number	Ewan Larcombe and Monica Davies
Application	First Registration
Objector	Datchet Parish Council
Objector's representative	Wellers
Your ref	AV.2199/2/DRCCT
Our ref	FA84AC2

HM Land Registry
Plymouth Office
PO Box 7803
Bilston
WV1 9QN

DX 427301 Bilston 3
Tel 0300 006 6000
noticerresponse
@landregistry.gov.uk

www.gov.uk/land-registry

Dear Sirs

Following service of notice, I am writing to inform you that we have received an objection to your client's application from the objector. A copy of the objection is enclosed.

I consider that it is important at this early stage in the process that

both parties understand the seriousness of the situation and that they will be required to stand by their case at a judicial hearing if the matter proceeds, with all the time and expense that will involve.

This letter constitutes formal notice of the objection to the application under section 73(5) of the Land Registration Act 2002.

How does this affect the application?

As an objection to the application has been received, HM Land Registry cannot complete the application until the objection has been withdrawn or otherwise disposed of.

Just because an objection has been accepted does not mean that HM Land Registry considers that the objection will succeed, only that it is not groundless under section 73 of the Land Registration Act 2002.

What happens now?

The applicant needs to consider if they still want to proceed with the application in the light of the objection that has been received or if they wish to withdraw it.

If the applicant decides to continue with their application and the Objector also continues to object, they will both be embarking on a process which could lead to a hearing before the Land Registration division of the Property Chamber, First-tier Tribunal (The Tribunal) or to proceedings in court.

An application, or an objection to an application, may be withdrawn at any time until HM Land Registry refers the matter to the Tribunal.

If the applicant decides to continue with the application, you need to let me know before 12 noon on 15 May 2026. If I do not hear from you by then, I will assume that the applicant does not wish to proceed with the application, and it may be cancelled.

If the applicant decides to proceed – the other important dates in the dispute process are as follows:

Stage	Action by HM Land Registry	Date
Three Month stage	Reminder Letter	28 July 2026
Five Month stage	Issue of draft case summary	29 September 2026
Six Month stage	Matter referred to Tribunal	29 October 2026

It may be that the parties can, through negotiations, come to agreement as to how the application and objection should be dealt with, avoiding the necessity for a referral to the Tribunal.

Please let me know if the applicant would like to negotiate with the other party and believes that they can reach agreement. You can indicate this by placing a tick or cross in the appropriate



box on the form enclosed with this letter and returning the form to us. If you wish to reply by e-mail please see the 'Conclusion' section below.

If all parties indicate they would like to negotiate, I will take no further action to refer the case to the Tribunal until after the six month stage to allow the negotiations to proceed. Please note however, that if one party fails to tell us that they wish to negotiate or indicates that they are unwilling to negotiate or negotiations break down, HM Land Registry must refer the case to the Tribunal.

I will write to the parties at the three month stage as a reminder that you are half way through the negotiation period. If I have not heard from both parties by the five month stage confirming that the parties have not only reached agreement, but also agree between them how their settlement is to be actioned, resulting in the cancellation or withdrawal of the application or the objection I will make preparations for the matter to be referred to the Tribunal. I will send a draft case summary to the parties prior to referring the matter to the Tribunal as referred to elsewhere in this notice.

No negotiations or breakdown of negotiations

If either party indicates that they do not want to negotiate, or negotiations break down so that it is evident that agreement cannot be reached, then HM Land Registry must at that stage refer the matter to the Tribunal under section 73(7) of the Land Registration Act 2002.

Referral to the Tribunal

When HM Land Registry refers a dispute to the Tribunal we send the Tribunal the case summary and copies of the documents referred to in the case summary.

The case summary will include details of the parties and their representatives and set out factual information about the application and the objection. The purpose of the case summary is limited to two matters. First it will provide the Tribunal with sufficient information to enable it to decide which party is to be the applicant, and which the respondent, for the purpose of the proceedings before it. Secondly it will enable the Tribunal to decide whether to hear the matter itself, or make a direction requiring one of the parties, usually the party it has designated as the applicant, to start proceedings in court. The case summary will only contain factual information, it will not contain details of all the parties' evidence and arguments. A copy of the case summary will be sent to you for comments as to any factual inaccuracies before the referral is made. The case summary will then be sent to the Tribunal when the referral is made.

The role of the Tribunal

The Tribunal is independent of HM Land Registry, and its role is to determine disputes arising from applications to HM Land Registry.

Once a case is referred to it, the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 will apply. These set out a formal process that must then be followed.

Costs

The applicant should understand that costs are likely to be incurred in connection with the various procedures I have outlined, and that the Tribunal has power to make an order for costs against either party in respect of the proceedings before it. There is also separate provision for the registrar to make an order for costs in some circumstances in relation to proceedings within HM Land Registry for example where costs have been incurred prior to referral to the Tribunal.

Practice guides

HM Land Registry has published two Practice Guides, Practice Guide 37 – *Objections and disputes – A guide to HM Land Registry practice and procedures* and Practice Guide 38 – *Costs*, which contain more information, and which you should read. You can view or download copies of these guides from our website at www.gov.uk/land-registry in English and Welsh or obtain copies of them free of charge from any HM Land Registry office.

Conclusion

The applicant now needs to decide whether, in the light of the objection, and the information contained in this letter and the practice guides, they wish to proceed with the application. You can complete and return the form enclosed with this letter for this purpose or, if you wish to reply by e-mail, please reply to noticeresponse@landregistry.gov.uk. If you do reply by e-mail please ensure that you supply all of the relevant information in your reply.

Please reply before 12 noon on 15 May 2026.

If I do not hear from you by then, I will assume that your client does not wish to proceed with the application and it may be cancelled.

If the applicant does want to proceed, then please confirm, where indicated overleaf. You will also need to confirm whether the applicant wishes to negotiate. If this part of the form is not completed, then I will have no alternative but to assume that the applicant does not wish to negotiate, and the matter will be referred to the Tribunal.

If you would like to discuss this notice or require it in an alternative format please contact me.

Yours faithfully

Tracey Sluggett
Lawyer Support Officer



1. Complete and sign this form
2. Return it to HM Land Registry (see page 1 of the notice for office address) by the reply deadline below

Date of notice: : 23 April 2026
 Title number: BK543426
 Reply deadline: Before 12 noon on 15 May 2026

Confirmation of application

On behalf of
 (Give full name (print))

I confirm that I wish to proceed with the application, and

I wish to negotiate with the other party/parties and consider that it may be possible to dispose of the objection by agreement

OR

I do not wish to negotiate with the other party/parties and request that the matter be referred to the Land Registration division of the Property Chamber, First-tier Tribunal

Signed.....

Name in full (print).....

Date.....

Withdrawal of application

On behalf of
 (Give full name (print))

I confirm that I wish to withdraw the application

Signed.....

Name in full (print).....

Date.....

Office use only
 Our Ref: FA84AC2

Av Law Solicitors 61 Cold Harbour Lane Hayes UB3 3EE

DATED *March 21st*

19

D. RANDOLPH, ESQ.

- and -

T.B. OWEN, ESQ. AND ANOTHER

TRUST DEED

concerning "Datchet Recreation
Centre Charitable Trust".

RECEIVED
21 APR 1967
SHERIFFS
COURT

CHARLES COLEMAN & C.
20, SHEET STREET,
WINDSOR, BERKS.
RWW/JD.

TRUST NO 252303



THIS TRUST DEED is made the 21st day of March

One thousand nine hundred and sixty-seven BETWEEN
DENYS RANDOLPH of Nutt's Corner, Montagu Road,
Datchet, Buckinghamshire, Company Director (herein
after called "the Benefactor") of the one part and
TREVOR BRYAN OWEN of 11, The Avenue, Datchet afore-
said Company Director and ROBERT WILLIAM WILSON of
"Kimberley", 13, Parsonage Lane, Windsor, Berkshire,
Solicitor (hereinafter called "the Original Trustees")
of the other part _____

W H E R E A S the Benefactor wishes to enable the
Original Trustees to acquire land to be used for the
social moral and physical wellbeing of the people
resident in the village of Datchet and the surrounding
district (without distinction of political or other
opinion) including the erection of a recreation centre
on part thereof or for other similar charitable pur-
poses and accordingly to create such trusts as here-
inafter appear _____

AND W H E R E A S for the purposes aforesaid the
Benefactor has caused to be vested in the Original
Trustees the sum of Six thousand two hundred and fifty
pounds and it is apprehended that the Benefactor may
hereafter cause further money or investments or pro-
perty to be paid or transferred into the joint names
or control of the Original Trustees or other the
Trustees or Trustee for the time being hereof _____

N O W THIS DEED W I T N E S S E T H and it is
hereby declared as follows:- _____

1. THE Charity hereby constituted shall be called
the "Datchet Recreation Centre Charitable Trust" _____
2. I N this Deed the following terms where the context
admits have the following meanings: _____

(1) The "Datchet Recreation Centre Charitable Trust" and "The Charity" means the charitable trust established by this Deed _____

(2) "The Trustees" means the Original Trustees or other the Trustees or Trustee for the time being hereof _____

(3) "The Trust Fund" means

(a) the Six thousand two hundred and fifty pounds above-mentioned _____

(b) all monies investments and property paid or transferred to and accepted by the Trustees as additions to the Trust Fund and _____

(c) the investments and property from time to time representing such investments and additions or any part or parts thereof _____

3. THE objects of the Datchet Recreation Centre Charitable Trust are so far and so far only as the same are legally charitable: _____

(a) to acquire land suitable for the building of a recreation centre for the inhabitants of Datchet and district _____

(b) to erect, if the Trustees think fit, a building on such land to be used for the social, moral and physical wellbeing of the people resident in the village of Datchet, Buckinghamshire and the surrounding district (without distinction of political or other opinion) by the provision of facilities for social and physical training and recreation and for such other charitable purposes for their benefit as shall from time to time be agreed upon by The Trustees _____

(c) any land, buildings or other assets belonging to the Datchet Recreation Centre Charitable Trust shall be held in perpetuity as a non-sectarian and non-

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political place of recreation and social intercourse
as above set out for the advantage or benefit of the
said residents either gratuitously or in consideration
of any monied payment or on such terms as The Trustees
may think fit _____

(d) to relieve want amongst the poor and needy of
Datchet and district _____

(e) to use the Trust Fund for the benefit of The
Windsor Old People's Welfare Committee _____

(f) to use the Trust Fund to carry out such other
legally charitable purposes for the relief of poverty
or the advancement of education or for the advancement
of a community similar to that of Datchet as The
Trustees shall from time to time by deed executed with
their unanimous consent declare _____

4. THE Trustees shall hold the capital and income of
The Trust Fund upon trust to apply the same at such
time or times as they may in their absolute discretion
think fit for all or any one or more of the objects
of the Datchet Recreation Centre Charitable Trust as
hereinbefore declared _____

5. MONEY to be invested under the trusts hereof may
be applied or invested in the purchase of or at
interest upon the security of such shares, stocks,
funds, securities, land, buildings, chattels or other
investments or property of whatsoever nature and where-
soever situated and whether involving liabilities or
producing income or not or upon such personal credit
with or without security as The Trustees shall in
their absolute discretion think fit to the intent that
The Trustees shall have the same powers in all respects
as if they were absolute owners beneficially entitled

6. FOR the purposes of this Deed the Trustees shall



have the following powers exercisable from time to time as The Trustees may think fit that is to say:

(1) power to make investments in the name or names of one or some only of The Trustees or in the name of any body corporate as nominee for The Trustees whenever it is convenient to do so _____

(2) power to collect and receive donations (whether periodical or otherwise) as they think fit

(3) power to issue appeals for donations and periodical reports of the work of The Trustees _____

(4) power to decide to what extent and for what purpose or purposes monies are to be applied under this Deed and in what manner soever the same are to be applied whether by way of outright grant or long or short term loan secured or unsecured at any or no interest and subject in any event to any or no conditions _____

(5) power from time to time to make regulations for the management of the charity and to amend or revoke such regulations or to make additional regulations and for the conduct of their business including the summoning of meetings, the deposit of money at a proper bank and the custody of documents

(6) power to employ and pay a secretary and such other staff as may from time to time be expedient and provide retirement and other benefits for any person so employed and his dependants _____

(7) power to defray out of the capital or income of The Trust Fund the expenses of administering the charity _____

(8) power to change or vary any investments for the time being forming part of The Trust Fund for others hereby or by law authorised _____

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(9) power to apply any money for the time being forming part of The Trust Fund in improving or developing any land which or the proceeds of sale of which may for the time being be subject to the trusts hereof or erecting, enlarging, improving or rebuilding any buildings upon such land _____



(10) power to sell, lease, demise, let, mortgage, charge, license and generally manage and deal with any land of any tenure which or the proceeds of sale of which may at any time form part of The Trust Fund as if The Trustees were beneficial owners absolutely entitled _____

(11) power to borrow money on such terms and as to interest repayment and otherwise as they may think fit and whether upon the security of the whole or any part or parts of the Trust Fund or upon personal security only and to use such money so borrowed in purchasing or subscribing for investments or property to be held as part of The Trust Fund or otherwise for any purpose for which capital monies forming part of The Trust Fund may be used _____

7. NOTWITHSTANDING anything to the contrary hereinbefore contained no discretion or power by the Deed conferred on The Trustees shall be exercised and no provisions of this Deed shall operate so as to cause any part of the capital or income of The Trust Fund to become payable to or applicable for the benefit of the Benefactor or any wife of the Benefactor _____
IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written _____

SIGNED SEALED and DELIVERED

by the said ~~TOMMY RANDOLPH~~

in the presence of :-

ROBERT WILLIAM WILSON

DP
RW Wilson

J. Dinnage.

3 Richardson Lane Cottages

The Great Park
Windsor, Bucks. Spinster

SIGNED SEALED and DELIVERED

by the said TREVOR BRYAN OWEN

in the presence of :-

TBO

J. Hellingworth
70 Bucks Road
BEAUFIELD Bucks
Accountant.

SIGNED SEALED and DELIVERED

by the said ~~ROBERT WILLIAM WILSON~~

in the presence of :-

DP TBO
DENYS RANDOLPH,

(Mrs) G. G. G.
23 Church Hill Road
Langley Bucks.
Kentish.

D. Randolph

Per my 6th June 1978
DATED _____ 1978

11/6/78

MESSRS. T.B. OWEN and R.W. WILSON

-and-

DATCHET PARISH COUNCIL


DEED OF APPOINTMENT OF A NEW
TRUSTEE



RDNEWDOC



RDPOORQTY

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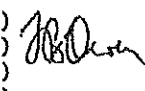
THIS DEED OF APPOINTMENT OF A NEW TRUSTEE is made the ^{Wison} day of June One thousand nine hundred and seventy ~~three~~ B E T W E E N TREVOR BRYAN OWEN of 55 Kingstown Street London and ROBERT WILLIAM WILSON of "Kimberley" 13 Parsonage Lane Windsor Berkshire ("Retiring Trustees") and DATCHET PARISH COUNCIL acting through two members ("New Trustees")

1. WHEREAS by a Trust Deed dated Twenty first day of March One thousand nine hundred and sixty seven made between Denys Randolph of the first part and the Retiring Trustee of the second part the Retiring Trustees were appointed Trustees of the trusts set out in it
2. THEY wish to be discharged from these trusts
3. THEY wish to appoint the New Trustee in their place

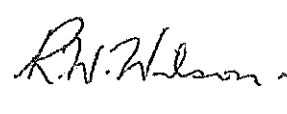
NOW THIS DEED WITNESSETH that in pursuance of their statutory and other powers the Retiring Trustees hereby APPOINT the New Trustee to be the Trustee of the Trust in their place

IN WITNESS whereof the Retiring Trustees have set their hands and seals and the new Trustee has caused its Seal to be hereunto affixed the day and year first before written

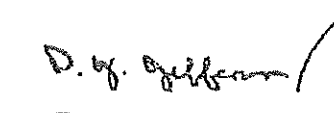
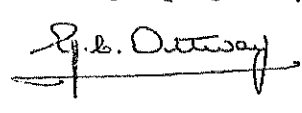
SIGNED SEALED AND DELIVERED by the said TREVOR BRYAN OWEN in the presence of:-


David W. Wilson
Resident 95 Belsat Hill,
Windsor S. 15. 13

SIGNED SEALED AND DELIVERED by the said ROBERT WILLIAM WILSON in the presence of:-


S. Young
11 The Terrace
Buckley Road, Knave Hill
Reading, Berks. Secretary

SIGNED SEALED AND DELIVERED by DAVID JOHN JEFFERSON and GEOFFREY CHARLES OTTWAY being two members of DATCHET PARISH COUNCIL in the presence of:-



Howard C. Williams
"Englefield"
24 Raglan Road,
Slough.
M. I. C. Parish Council.

