

1. Loss of access to a significant part of our business

1.1. Mr and Mrs Eastwood explain that their family sold land to RVR for a future reinstatement of the railway. That transfer took place in 1992. The transfer preserved rights in respect of one of three former farm accommodation crossings of the original railway. In 2002, as part of a land swap, rights across the railway were granted at a second location, again responding to the location of one of the former railway farm accommodation crossings. In respect of the third (the most westerly) no rights were preserved out of the 1992 transfer or granted subsequently by RVR. It is therefore incorrect that Mr and Mrs Eastwood will lose an existing agricultural level crossing over the rail line running through Quarry Farm as a result of the Order scheme.

1.1.1. Whilst the right was never conveyed, the right of way was also never withdrawn. The crossing has been used for 30 years continuously and is a vital part of the running of the business. It has never been stated that rights to access the third crossing were unreserved, therefore it is presumed that the rights are preserved. With agricultural rights you are entitled to 28 open days a year and therefore could be used by tourist business for 28 days of the year, as we are.

1.2. It is also worth noting that it is currently entirely lawful for RVR to run trains on the line through Quarry Farm, as this track was reinstated under planning permission and is entirely privately owned with no public crossings.

1.2.1. We're under the impression that you cannot run trains on an unfenced railway as it is uninsurable, knowing that we have livestock on Quarry Farm. Both crossings are used by the general public and were granted when we received planning permission for the shepherd's hut site.

1.3. As explained in their objection letter, Mr and Mrs Eastwood started a camping business at Quarry Farm in approximately 2011 (that is, almost 20 years after selling its land to the railway). Since then, and expressly in the absence of train operations, RVR has permitted the Eastwoods to allow their guests to cross the railway at the location of the third original railway crossing over which no legal rights were preserved or granted. The use of the crossing is therefore permissive and not as of right (a licence was offered by RVR to the Eastwoods, but not completed).

1.3.1. We understand a license was offered; however, the terms were unacceptable as the termination term of 3 months would prevent us from making advance bookings.

1.4. The former crossing is located approximately 325m or so from the nearest of the two preserved accommodation crossings and it is worth noting that Mr and Mrs Eastwood constructed a track from their campsite along the line of the railway to that crossing in anticipation of its use by their guests.

1.4.1. We have not installed a track along the side of the field. This is a complete fabrication. The only vehicular access is driving on the field which is often wet/impassable, as this is well within the floodplain of Rother. When the field is flooded, the only access to the end of the farm is on the pedestrian third crossing.

1.5. For purposes of reference, the crossing referred to is located, albeit not marked specifically (for obvious reasons), on Sheet 8 of the Order plans (RVR/23).

1.5.1. For reference we have included a photograph of the historic map displayed in the Bodiam Railway Station, which shows where the third crossing is located.

1.6. OBJ/1014 states that the loss of the westerly crossing will have an impact on their business of a loss of up to 60% of camping revenue, though how this figure is arrived at has not been explained or substantiated since 2018. As noted in the objection letter, OBJ/1014 has the benefit of two of the three rights of access over the original railway and has constructed a track specifically for the use of their campers. It is understood that OBJ/1014 contends that the loss of business referred to, and consequent loss of revenue, is due to the reluctance of their campers to walk the extra few minutes to the nearest crossing provided over the railway. RVR does not consider that the short additional distance would give rise to “a very significant” effect on OBJ/1014’s camping business but, in any event, the Eastwoods have only enjoyed temporary permissive use of the westerly crossing to date because regular railway operations have not commenced.

1.6.1. Although Udiam and the Poplars site have only been open 28 days a year they have attracted a higher volume of guests than the Hop Pickers Wood site which only has 10 pitches. Therefore this has made up 60% of the turnover post-covid. With the opening of the 56 day rule this sales volume has dramatically increased on that side of the railway as we have opened camping around the perimeter of Gable Meads field to try and make up some of the losses endured in the period. Nowadays family campers expect to park on or very close to their pitches for convenience. The quantity of equipment and luggage brought far exceeds what anyone is willing or in the case of families, about to carry “an extra few minutes” (I’m sure it’s longer); we are not running a fitness/hiking boot camp in the Brecon Beacons: it’s leisure camping. To expect family campers to ‘toughen up’ will send them elsewhere.

1.7. Finally, on this point of objection, Mr and Mrs Eastwood were not entitled to a landowners’ notice – as no compulsory powers have been sought in respect of their interests – and they are not statutory objectors for the purposes of the application.

1.7.1. Although we are not statutory objectors, we believe we will suffer significantly increased flood water directly on the land used for camping and the mitigation for the work done further up the track which is on this piece of land, we are directly affected. There has been no flood modelling provided for the effects on our land of the railway reinstatement further west. Whilst RVR wish to show flooding can be managed in Robertsbridge and Salehurst, we are very concerned that flood risks will simply be pushed further down the valley to our land, over the Bodiam Road beyond and increase flood pressure and subsidence risk on Bodiam Bridge, which has only just been shored up and repaired due to previous subsidence.

2. Illegal appropriation of our farmland

- 2.1. Quite separately OBJ/1014 asserts that the land shown (shaded green on Sheet 8 of the Order plans (RVR/23)) as being in the ownership of RVR is not accurate and that the 1992 transfer was limited to 4m either side of the track bed of the railway.
- 2.2. This assertion is also incorrect. RVR acquired the freehold title to ESX186187 and ESX187801. The land transferred to RVR on 9 April 1992 was, in places, wider than 4m either side of the track bed. (Office Copies for these titles are included at Appendix 3.)
- 2.3. Consequently, there is no issue of illegal appropriation nor did RVR register an interest in more land than was actually transferred to it in 1992. Although it is suggested in the objection letter that Mr and Mrs Eastwood instructed solicitors in respect of this matter (in 2018) this does not appear to have been pursued, as it could have been.

Regarding land ESX187801, this was registered by the RVR without completing the lawful notifications to the adjoining landowners, therefore RVR have not followed the correct process of land registry.

3. Blocking a legal right of way

- 3.1. The objection letter refers to an apparent private right of passage over land belonging to Udiam Farm. RVR does not have an interest in Udiam Farm, nor is it seeking to acquire an interest in, or rights over, Udiam Farm under the Order. Consequently, this matter is not relevant to the proposed Order nor to the inquiry.

3.1.1. Although the Udiam Farm House driveway was moved by Mr Broyd (the previous owner), Quarry Farm retains the right to access Junction Road via the original driveway. This retained access is directly beside the level crossing and has not been considered in the RVR Planning Application or drawings of the level crossing. We are concerned this was deliberately left out as RVR understood this could be problematic for the level crossing scheme.

4. Exclusion of the right of way from TWA0 and previous planning approval

- 4.1. Mr and Mrs Eastwood's complain is that the (alleged) right of way referred to in the third limb of their objection is not shown on sheet 7 of the Order plans. However, as noted above, this matter relates to property not in the ownership of RVR and is outwith the Order limits. Consequently, this matter is not relevant to the proposed Order nor to the Inquiry.

4.1.1. The above comment demonstrates RVR deliberately overlooked this. This matter is relevant as it makes the crossing on Junction Road unusable, and needs addressing with Highways. We therefore object to the TWA0 as important information has been excluded.

5. Conclusion

- 5.1. On receiving OBJ/1014, RVR wrote to the Eastwoods on 11 August 2018 inviting them to explain the legal grounds of their assertions and providing an assurance that it was not their intention to obstruct the Eastwoods' legal rights. That invitation has not been taken up.

- 5.1.1. We have not received any invitation to explain the legal grounds of our points, and therefore reject this comment. Regarding the flooding issue, flooding cannot end on the edge of the planning application because we will be the recipients of the increased flood water. It is entirely unreasonable and self-serving that RVR have used land outside the planning application to mitigate actions they are taking inside of it. We believe the flooding risks must be looked at by the EA as it directly impacts our farmland and tourist operations.
- 5.1.2. Restricted access to our site would force closure of a significant part of our business, restricting the number of guests we accommodate. We would be forced to make a significant number of redundancies. On our last payroll (June 2021) we had 22 PAYE employees for the Hub and The Original Hut Company, with a total wage bill of £23,893.15. The Hub acts as a platform to support and promote numerous other small local partner businesses, some of which are mentioned on our website www.thehubquarryfarm.co.uk These companies work on the site offering a wide range of activities to enhance the experience for our guests. They benefit greatly from the volume of guests staying with us. Epic Life for example run water sports and other activities with low environmental impact from the riverbank. Restricted access over the railway would impact them severely. The current success of their business has meant they have recently increased their employee numbers to 10 over the summer to meet the demands of our campers. The knock-on effect from closing our business would be far greater reaching than just redundancies from our own team. RVR claim to be supporting local businesses and tourism, The Further development of an out dated and polluting railway would seem to be at the expense of a successful, environmentally sound dynamic young business through which community and inclusion run as a core value.

GUNNERY BOAT FORTS ETC.
 RUSSIAN INFANTRY
 RUSSIAN TROOPS

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