

76 Landmark Place
Churchill Way
Cardiff
CF10 2HS

Mr Geoff Hutchinson
Crosby Homes Limited
Crosby House
16 Norfolk Road
Edgbaston
Birmingham
B15 3SN

10th May 2004

Dear Mr Hutchinson

On Monday 26th April I telephoned your office to express my concern about the ongoing mess and inconvenience resulting from site contractors employed in fitting out the retail units comprising part of the Landmark Place development. As a result, I was contacted by one of your senior project managers who assured me that he and a colleague would be visiting the site the next day to check on the situation for himself. I did attempt to impress on him that a good number of residents were very annoyed at the behaviour of the contractors, particularly with regard to their inconsiderate parking across access ways and footpaths. Unfortunately, your assistant seems to have given scant consideration to this, as the situation continued unabated and he has not contacted me further.

This situation has been ongoing for quite some weeks. Firstly, there has been the obstruction of footpaths. There has been a builder's skip on the pavement for several weeks at least. An extremely large generator – just removed – was then sited adjacent to it. Large planks, traffic cones and other rubbish completed the scene. Given that the contractors invariably parked their cars and vans across the other pathway, residents have been forced to manoeuvre around the vehicles onto the driveway. As such, we had one incident where a resident's child was nearly hit by a car. (The duty concierge reported this to your managing agents at the time.) If you are familiar with the development, you will know that the area in question is one of the two main entrances into the development, providing access to Cores 2,3 &4 plus the car-park. It is additionally used by the residents of Core 1 to access the car park and bin areas. As such, just about everybody – both visitors and residents – will have had experience of the mess and inconvenience. Lest you think that this was all restricted to the usual working hours, I can tell you that the contractors were in attendance virtually all night as the opening date of one of the units – Flannels – approached.

Having spoken with a couple of the concierge staff, I learn that they were several times subjected to verbal abuse from contractors when asking them to move their vehicles. I also understand that on at least two occasions frustrated residents themselves called the police, doubtless annoyed at the number of vehicles blocking the pavement outside.

In light of the above, on Friday morning I asked an acquaintance to call at the development to take a couple of digital photographs by way of evidence. He took a total of six, copies of which I attach for your information. He informs me that he visited at approximately 1:30 p.m. I think that these pictures are fairly representative of the situation.

The Landmark Place development was marketed as being of a prestigious nature. Those of us that purchased earlier on have already borne the inconvenience of living adjacent to the building site that was the construction of cores three and four. We have now been subjected to this. Naturally, I can appreciate that some inconvenience is inevitable given the need to fit out the retail units. Nevertheless, the way that residents have been treated is disgraceful. Common sense or best practice would dictate that residents were consulted and / or informed in advance about such works and that a contactable Crosby liaison officer was nominated accordingly. (I have appended an extract from the RICS Residential Management Code, which you might find of interest.)

I think it fair to say that your company cannot plead ignorance of these charges given that I know that your own Mr Julian Mabbit was made aware of the problems at an early stage, with my own approach to Crosby shortly thereafter. I also know that Mr Robert Wiffen – representing your own appointed managing agents, Mainstay Residential Limited - also visited the site on either the 28th or 29th April, although what resulted from his visit is still unknown: as you can see, the disruption continued.

I would very much welcome your comments. As I feel I made an honest effort to resolve this situation via an informal call to your people, I regret that it has become necessary for me to formalise matters in this way. I have attached a copy of the Eighth Schedule of my copy of the lease and in responding I would appreciate your interpretation of Paragraph 6 of the second part. Of greater concern to me, however, is that the photographs clearly show a van blocking a fire exit from one core of the development. Any vehicle in that location would be clearly visible to the concierge and I would expect something to have been done about it. Can you in responding address this point in particular.? We have been informed that the concierge staff has recently been trained in health & safety matters, so lack of awareness cannot be a defence.

(I do appreciate that you may well regard some of the above as being the responsibility of the managing agents. Nevertheless, as the last apartment has yet to be sold they are still primarily answerable to yourselves.)

I look forward to hearing from you at your earliest convenience and I trust that you will in the meantime use your influence to effect an immediate improvement to the situation.

Yours sincerely

Graham Winter

Rights for the same purposes are available also when works have been carried out.

- 14.27 Recognised Tenants' Associations have rights to appoint qualified surveyors (RICS, ISVA, ASI) to advise them on service charge matters. These rights are, in summary, reasonable access with defined notice to inspect documents and the common parts of relevant premises, including the structure and exterior of the building. Reasonable facilities for taking copies of extracts from documents have to be provided.

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15. Development Works

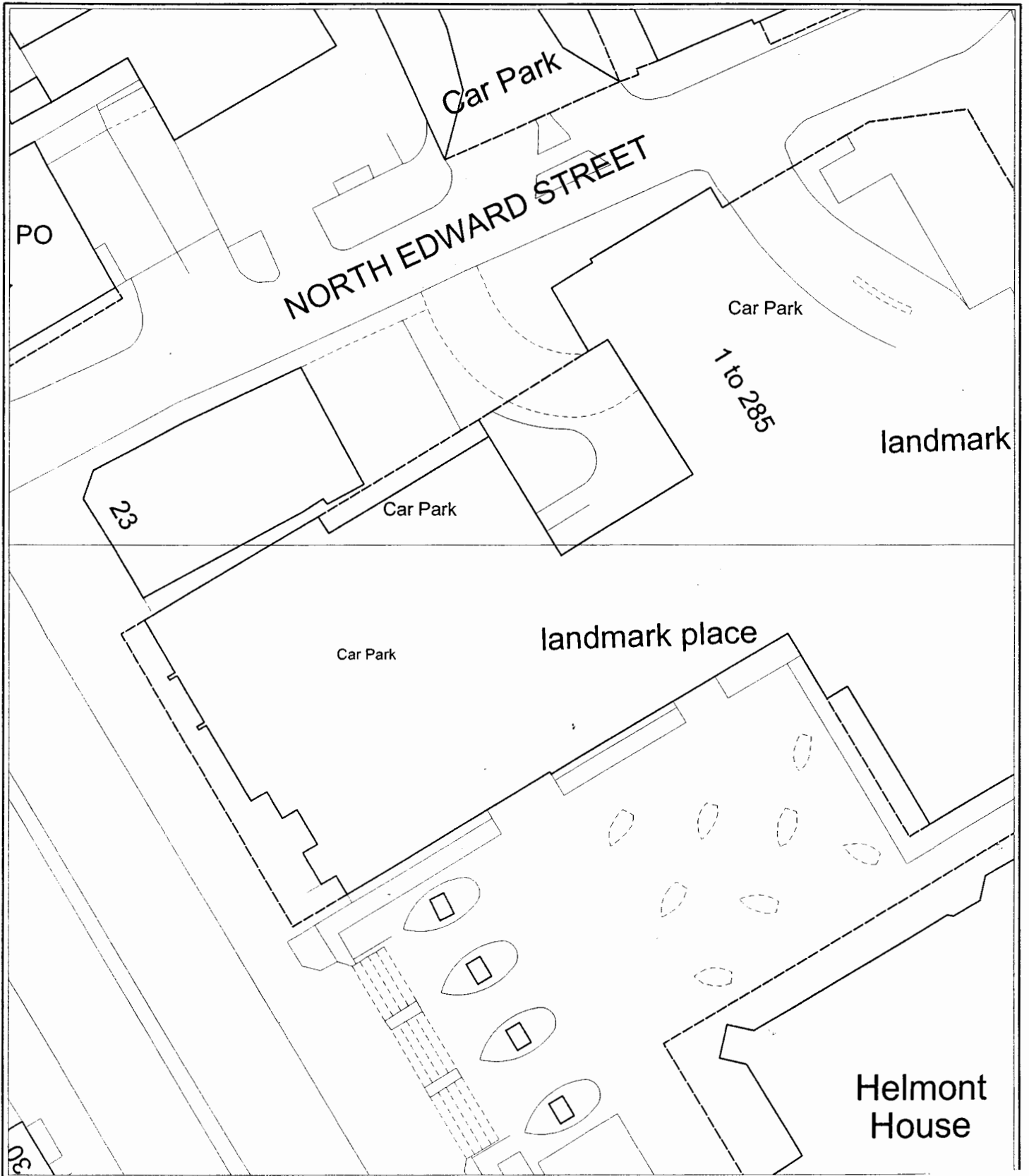
- 15.1 When arranging new construction works you should be aware that Leaseholder/Tenants are entitled to the quiet enjoyment of their homes, and should seek to minimise disruption.
- 15.2 You should consult Leaseholder/Tenants on the details of and programme for carrying out such works and reasonable allowance should be made in the programme for Tenants' absence, for example, when they are away from the property, when the works are being undertaken and access is required.
- 15.3 Following an increase in occupied floor area, you should consider reapportionment of Leaseholders'/Tenants' responsibilities for making financial or other contributions.

16. Insurance

- 16.1 Usually the obligations of the parties will be set out in the lease/tenancy agreement. You should make both Landlord and Leaseholder/Tenant aware of their responsibilities and the desirability of insurance.
- 16.2 Where the obligations are not set out in the lease/tenancy agreement, any Manager should draw the Landlord's attention to the risks against which the property and all its facilities should be insured.
- 16.3 You should have available sufficient detail of the building insurance to enable a claim to be made if necessary.
- 16.4 When a Leaseholder/Tenant or Landlord requests that a claim is made (in respect of the tenanted property) you should process it promptly. A charge may be made for this depending upon your terms of engagement. You should not judge the merits of a claim but if you are not satisfied that it is justified you should ask the Leaseholder/Tenant or Landlord to sign the claim form.
- 16.5 If it is the Landlord's responsibility to insure the particular matter, you should assist in the pursuit of claims made and, with the approval of the claimant and his agreement to bear the cost, take specialist advice on behalf of the claimant, if necessary.
- 16.6 You should keep the claimant informed on the progress of a claim or provide him with sufficient details to enable him to pursue the matter himself if he is dissatisfied.
- 16.7 Claims settlements are normally payable to the insured but should be treated as belonging to the persons suffering damage and you should not deduct arrears or other payments due when passing them on to the claimant.
- 16.8 You are recommended to obtain a mandate allowing you or the claimant to receive insurance claims payments, as these are often made payable to the insured who may not be the beneficiary of the claim.
- 16.9 Where a Leaseholder/Tenant pays a service charge which consists of or includes an amount payable directly or indirectly for insurance, the Leaseholder/Tenant or secretary of a Recognised Tenants' Association can ask you in writing for a written summary of the current insurance cover and you must provide this within a month. You should also, upon written request, declare any insurance commission receivable. The summary must set out the name of the insurer, the risks covered in the policy and the sum for which the property is insured. Alternatively, you can provide a copy of every relevant policy. Failure to comply with these requirements is a criminal offence. Within six months of

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CHIEF EXECUTIVE

2. Not to use the Parking Space for any purpose other than for the purpose of parking a private motor vehicle not exceeding three tonnes in gross laden weight or motor cycle thereon and not to park or allow to be parked any motor vehicle wheeled vehicle or other form of transport on any other part of the Development

3. Not to allow any trailer caravan or boat or other similar chattel to be brought on to any part of the Development

4. Not to carry out nor allow to be carried out on a professional basis any vehicle maintenance on any part of the Development

5. Not to allow or cause to be allowed the deterioration of any vehicle on the Development to an unreasonable condition nor to abandon any vehicle whatsoever on any part of the Development and in the event of any breach of this covenant it shall be lawful for the Manager without prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle and to recover from the Lessee any costs incurred by them

6. Not to obstruct or permit to be obstructed at any time any accessways roadways lifts entrances stairways corridors or any openings of whatsoever nature on the Development

7. Not to use or permit or suffer the Demised Premises to be used for any illegal immoral or improper purpose and not to do permit or suffer on the Demised Premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor the Manager or to the lessees or occupiers of the Properties or to all owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by a local authority insofar as the same is the liability of or wholly or partially attributable to the default of the Lessee and not to exhibit any notice advertisement name plate or placard of any kind upon the Demised Premises except a notice for the sale or underletting of the Demised Premises which notice may be displayed only in a window of the Demised Premises or in such other place (if any) as the Manager may approve in writing

8. That:

8.1 if the Manager goes into liquidation for any reason (whether compulsory or voluntary) or fails to observe and perform its covenants under this Lease then and in any such case the Lessor and the Lessee will join with the lessees of the Properties in arranging for the carrying out of the matters mentioned in the Sixth Schedule the Lessee contributing a reasonable part of the expense of so doing in accordance with the provisions of this Lease