

Our ref: RES/RS/121154-0001-6
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31 March 2021

The Langham Property Company (Essex) Limited
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By Special Delivery

Dear Sir

Lease dated 30 September 2015 made between the Landlord and the Tenant and relating to land adjacent to The Red Lion Public House, East Bergholt, Colchester, Essex

We have been instructed to act on behalf of East Bergholt Parish Council in this matter. We have been passed a copy of your undated letter enclosing notice under section 146 Law of Property Act 1925 dated 10 March 2021 ("s146 Notice"). Our client confirms receipt of that letter on 12 March 2021.

We enclose by way of service upon you a counter-notice confirming that our client claims the benefit of the Leasehold Property (Repairs) Act 1938. Please sign and return the duplicate as acknowledgment of receipt.

So far as the matters complained of in your s146 Notice, our client does not admit the alleged breaches. Without prejudice to that general position, our client confirms the following:

1. Our client has recently undertaken a drainage survey and will consider what works, if any, might be undertaken. Repairs to the surface of the car park will be undertaken following completion of the drainage works (if any). Any potholes for which our client is liable will be repaired at that time, and the car park will be re-marked if necessary.
2. Evidence of alleged failed to repair and maintain the footways will be considered if provided. In the meantime, it is denied that the tenant is in breach of any obligations in relation to footways.
3. To the extent (which is not admitted) that our client is in breach of its obligations to repair and maintain the roof structure of the public toilet, any breaches are trivial in their nature. The tenant is nevertheless liaising with contractors to replace missing roof tiles.

4. Our client is investigating the alleged failure to repair the street lighting columns and is likely to undertake repairs imminently.
5. The boundary structures are in good repair and condition. Evidence of alleged failed to repair and maintain the boundary structures will be considered if provided. In the meantime, it is denied that the tenant is in breach of any obligations in relation to boundary structures.
6. Our client has removed the signage referred to at 2(h) of the s146 Notice.
7. Our client has removed obsolete signs from the disabled toilet. A RADAR key will be kept at the Co-op for any users without their own key. Our client has requested consent to affix a suitable notice to the door.
8. To the extent (which is not admitted) that our client is in breach of any of its obligations under the terms of the Lease, 2 months is not accepted as a reasonable period of time to require any necessary works to be completed due to the procurement requirements which apply to all public bodies.

In view of the above matters it would be wholly inappropriate for you to take steps to forfeit the Lease. Should further steps be taken, including but not limited to an application for leave to forfeit, our client will dispute that the immediate remedy of the alleged breaches is required to prevent a substantial diminution in value of the reversion, or that there has already been a substantial diminution. Our client will further dispute that immediate remedy of the alleged breaches is required to give effect to any law or statute, or that there are any circumstances that render it just and equitable for the court to grant leave to forfeit. We reserve the right to bring this letter to the Court's attention on costs.

Finally, our client wrote to you on 22 March 2021 requesting consent for CCTV works and associated signage, and also in relation to the sign for the door of the disabled toilet as referred to at paragraph 7 above. Please could you respond to our client direct as soon as possible.

Yours faithfully

Hewitsons LLP

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COUNTER-NOTICE CLAIMING THE BENEFIT OF THE LEASEHOLD PROPERTY (REPAIRS) ACT 1938

To: **THE LANGHAM PROPERTY COMPANY (ESSEX) LIMITED** (registered at Companies House under company number 08965956) whose registered office address is at The Old Manse, The Street, East Bergholt, Colchester CO7 6TB (**Landlord**)

From: **EAST BERGHOLT PARISH COUNCIL** whose address is c/o The Clerk of the Parish Council, 1 Ridgeway, Highwoods, Colchester Essex CO4 9UW (**Tenant**)

Lease dated 30 September 2015 made between the Landlord and the Tenant and relating to land adjacent to The Red Lion Public House, East Bergholt, Colchester, Essex

We HEWITSONS LLP, for and on behalf of the Tenant, EAST BERGHOLT PARISH COUNCIL:

1. Refer to the notice under s146 Law of Property Act 1925 dated 10 March 2021 and served upon the Tenant; and
2. Hereby give you notice that the Tenant claims the benefit of the Leasehold Property (Repairs) Act 1938.

This notice is not an admittance of the validity of the Section 146 Notice and the Tenant reserves the right to challenge the Section 146 Notice.

DATED: 31 March 2021


SIGNED:

Hewitsons LLP
Shakespeare House
42 Newmarket Road
Cambridge
CB5 8EP

For and on behalf of the Tenant