From Valerie and Stuart Picken

sent by email to: John Bendall < jb@lenchford.co.uk > < sales@lenchford.co.uk >

15th April 2022

Re-Licence Agreement

Dear John and Mary Elsie Bendall and the family,

We find your letters, one of 23rd March 2022, Breach of Site License Capable of Remedy and the other of 14th April 2022, Breach of Site License Incapable of Remedy, both received yesterday, totally unreasonable. Your letters fail to follow pre-action protocol, fail to follow the 28 day termination notice period in our licence agreement, and since you have failed to respond to our letter of 5th December, 2020, and our letter to your solicitor of 6th July 2021, you have failed to follow your own disputes procedure.

As both letters are directly from yourselves, rather than your solicitor and are not signed, we question the legality of your letters. Although you have instructed us to communicate with you only via your solicitor, we take your letters seriously and we will communicate with you directly in order that we may amicably resolve the situation.

Although one of your letters is dated 23rd March 2022, you did not send us the letter on that date, it was attached to your email of 16:06 14th April 2022. You state in your letter of that date, ***"we gave you adequate time to remedy the situation,"*** when clearly you have not, since both letters were received at exactly the same time, in the same email on the 14th April. Therefore, we also question the legality of moving from a situation of breach of site licence capable of remedy, to breach of site licence incapable of remedy, instantly.

In our letter to you of 5th December 2020, we outlined our interpretation of the licence agreement but you have failed to reply to that letter of over 16 months ago.

In addition, we wrote to your solicitor on 6th July 2021 stating, "The Limitation Act 1980, Chapter 58, Time Limits, page 3, section 5, time bars your client from taking any legal action regarding the occupation/use of our holiday lodge since our original agreement with your client's son was in September 2009." We also stated that, ***"we still wish to work with your client and client's son to amicably resolve this dispute and we suggest some form of arbitration as identified in section 16.1.1. of our licence agreement."*** We have not had a reply to this letter to your solicitor of over nine months ago either.

We are not in breach of our licence agreement as in contract law you cannot always dot all the i's and cross all the t's in a written agreement. A conversation usually takes place between parties to confirm understanding of the written agreement. This conversation took place when our agreement was signed, and you confirmed we can use our holiday lodge for 11 months. All you wanted was an address for your paperwork and we told you at the time that we were renting out that property. You said that was fine.

We accepted your verbal confirmation of our written agreement since our holiday lodge was advertised with 11 months occupancy/use and our licence agreement confirmed we could use our lodge for 11 months, and there is no restriction on the number of days of consecutive use or the total number of days of use in our agreement.

This interpretation of the licence agreement was substantiated by your request for us to pay MHDC council tax, and by us, confirming we would. In addition, by us paying council tax, and continuing to do so attest to both parties common interpretation of the licence agreement at the point of purchase. Therefore, we are not in breach of our licence agreement.

Yours sincerely,

Valerie and Stuart Picken

For your information, find letter of 5th December, 2020 that you have failed to reply to.

From Valerie and Stuart Picken

sent by email to: John Bendall < jb@lenchford.co.uk >

5th December 2020

Re-Licence Agreement

Dear John and Mary,

Regarding your email of 18:24 4th December 2020 and as stated in our letter yesterday, it is correct that at the point of sale our interpretation of the licence agreement was that since we are, 'a couple at leisure', that is, who are on permanent holiday, we are entitled to use our lodge for eleven months of the year. We told you this at the time and the licence agreement was signed by all of us with that interpretation. Therefore, as stated in your email we have been aware of the situation from day one, as indeed you have John, since "us being on holiday for eleven months of the year at Lenchford Meadow and then going away on holiday for a month for some winter sun" was the basis of our legally binding agreement.

As is stated in part 1 on the signed section of the agreement, page 3, paragraph 4, "No use as a permanent residence: The Caravan is for holiday and recreational use only." We do not work and we only use our Lodge for holiday and recreational use. We have continually stated to John that we are very lucky to have retired early and be on permanent holiday.

We do not and cannot use our lodge as a permanent residence. As stated in the signed section of the agreement, page 3, paragraph 5, "You are entitled to use the caravan each year from: 7 February to: 6 January." Since we vacate our lodge on the stated dates it is not being used as a permanent residence.

At the point of sale John agreed that we could stay here for eleven months as long as we owned another property. We are not experts in contract law, September 2009, is the first time we read a licence agreement. Irrespective of details in the licence agreement we sincerely believe that at the point of sale we had John's permission to use the lodge in the manner that we have done since the date of purchase, 30 September 2009 and continue to do so today. Nothing has changed, we do not work, we are on permanent holiday, we use the lodge for holiday and recreational purposes only, we still own Rannoch Close, we still pay council tax and more recently we also agreed to pay business rates.

John, you ask us to do the right thing:
1. Not living here at Lenchford Meadow Park - we believe the licence agreement is contradictory, we are entitled to use the caravan 7 February to 6 January. There is no limit on the number of days. We consider ourselves very lucky to be 'a couple at leisure', on permanent holiday and able to use our lodge during that period for holiday and recreational use only.

2. Not paying council tax here at Lenchford Meadow Park - based on your guidance, we have paid council tax since September 2009. As stated in our letter yesterday it would be illegal for us to just stop paying council tax. Property council tax banding is unfamiliar territory for us, if you need to deband the property to meet your council inspection requirements we will do whatever we can to help.

3. Not receiving mail here at Lenchford Meadow Park - all our mail has been redirected, if you get anything for us in the future it is important and should be passed on to us. For a number of years mail was delivered through our door at No. 54 and John, you only recently stated, "I don't have a problem with your mail Stuart".

We believe this situation to be an historical one and appreciate that you would not have sold 54 Lenchford Meadow if we were looking at purchasing our lifestyle today. Conversely, we would not have agreed to purchase 54 Lenchford Meadow if you had not agreed for us to use the lodge for eleven months while knowing that 30 Rannoch Close was being rented.

We both love being here on holiday at Lenchford Meadow Park, it is nothing to do with cheap living, which has been commented to us in the past, it is a lifestyle that we have worked extremely hard to attain.

We very much want to work with you to amicably resolve the situation with the local council caravan park inspection officer. The recent removal of my second shed clearly demonstrates our commitment towards this end.

Yours sincerely,

Valerie and Stuart Picken