

62 Grove Vale Avenue
Great Barr
Birmingham
B43 6BZ

Anouska Musson, Tozers LLP
Solicitor to Mrs M Bendall

Your Ref; AAM/PDK/B00990-0007

By email to a.musson@tozers.co.uk

12th May 2023

Ref: 'Notice to Quit' Pitch 16, Lenchford Meadow Park, Shrawley, Worcester, WR6 6TB

Dear Anouska Musson,

We have been informed by our legal advisors that your client has no valid grounds for terminating our annual rolling agreement and that your client's notice to quit dated 19th April 2023 is invalid.

As stated in our letter to your client of 18th November 2022 when we purchased our caravan in June 2013 your client's son stated something like *'what's different about this park compared to other parks is if you keep your unit and decking in good order that despite its age you can stay on the park'*.

This legally binding verbal agreement with your client's son was reiterated by Mr Corfield of plot 25 and noted by ourselves in an email to your client's son at 20:40 on 17th June 2013.

Your client's son wrote back to us at 21:23 on 17th June 2013 confirming our *'rolling annual agreement'* without any contradiction of what was noted as our interpretation of the agreement.

We wrote to your client on 23rd December 2022 explaining we have a legally binding agreement with your client's son and park manager John Bendall and that it is not possible for your client to deny what we agreed with her your client's son since your client was not present when the conversation took place.

As we explained to your client in our letters dated of 18th November 2022 and again on 20th & 23rd December 2022 we are legally entitled to stay on the park. We have documentary evidence of the previously agreed common interpretation of our annual rolling agreement with your client's son and we have received no correspondence regarding the condition of our caravan and decking.

We also have documentary evidence of similar conditions in annual rolling agreements your client's son has made with other property owners on the park.

We are very disappointed your client's son has recently changed his mind and is now denying what was agreed in June 2013 and is legally binding.

We have responded to all of your client's correspondence yet your client has failed to reply to our letters of 20th December 2022 and 23rd December 2022 and your client

has also failed to follow her own disputes procedure Clause 16 of our annual rolling agreement.

We also paid all our 2023 site fees of £3006.75 12 months in advance at the end of December 2022.

We have previously provided your client with evidence of our permanent residential address shown above and attach our latest council tax bill, copies of our driving licences and polling cards for your records.

Your client's son also confirmed receipt of proof of our permanent address in a text of May/June 2020 stating **"You are fully compliant."**

Your client's son also sent a text to Steve Lea on 5th October 2021 stating **"you are a legend."**

Our holiday caravan is clearly not our main or only residence and dispute your client's recent claim that it is.

Our annual rolling licence agreement permits us to use our caravan for 11 months of the year and now we are both retired we are able to spend more time in our caravan as was discussed and agreed with your client's son on 17th February 2022.

Your letter of 19th April 2023 is harassment since your client has provided no valid grounds for ending our annual rolling agreement and your client and client's son also harassed us with an invalid 30 day notice to quit on 29th April 2022 despite us having already paid our site fees until the end of 2022.

Your client inexplicably rescinded her invalid 30 day notice to quit on 7th May 2022 when your client's son wrote to us confirming an accident suffered by Steve Lea as a result of your client's son's failure to comply with health and safety requirements and carry out proper maintenance on the park had been written into the accident report book of which we have still not received a copy despite numerous requests.

We also had a meeting with your client's son on 28th May 2022 to discuss the invalid 30 day notice to quit and he said that he would get back to us once he had discussed this matter with your client and again we requested a copy of the accident report and we are still awaiting the outcome of the views of your client and the accident report.

We have now received three letters from your client with no valid grounds for ending our annual rolling agreement therefore we will report your client's harassment to the Police and the Council.

Since your client's letter of 29th April 2022 was sent by *John Bendall & family* the whole family is involved in our harassment and it is highly relevant that your client's son and park manager John Bendall was recently interviewed by West Mercia Police for the harassment of another property owner on the park and only avoided criminal prosecution for harassment since he apologised to the Police for what he had done.

Your client's son and park manager John Bendall has not apologised to the victims of his harassment and as is usual in cases of harassment the Police have stated that if any new evidence about his crime becomes available the decision not to prosecute may be reconsidered and is stated in a Victim Letter from West Mercia Police.

We are being unfairly victimised since we have stood up to your client and client's son's illegal bullying, harassment and threats and because we have made a personal

injury claim against your client. It seems no coincidence that your client has recently admitted liability of our personal injury claim and then issues us with another invalid notice to quit shortly afterwards.

Your client's actions are purely for financial gain. Your client carries out targeted harassment of a small number of owner-occupiers at a time to move them on for 15% +vat commission on all resales. Your client is emboldened to do this since the holiday park industry is poorly regulated.

A neighbour was recently bullied and harassed off the park by your client and ended up with £1,300 for his caravan. Used caravans of a similar age are selling for between £7,200 and £10,800.

A new caravan has been put on our neighbour's former pitch and is now for sale at £54,999 with decking sold separately and only through your client's contacts. Based on commission of 15% +vat that is a minimum of £9,900 financial gain for your client and since it is a new caravan the financial gain may be as high as 60% and amount to £33,000 financial gain for your client. Your client likely views this as high reward and low risk for their bullying, harassment and invalid notices to quit.

Your client's park consultant, Ben Caplan, calls this '*churn*' and has convinced your client it is legal and a good thing. Ben Caplan told another neighbour on the park at lunchtime on 30th March 2022 *"A holiday park only survives on the basis of 'churn' you are quite right how it works a holiday park only survives if people leave but that's not a bad thing."*

Out of four property owners who received invalid breach notices from you in March 2021 there is only one couple remaining on the park.

One vulnerable female Karen Gould has given permission for us to communicate her situation since Karen could no longer put up with the harassment from you and from John and Mary Bendall.

Despite Karen doing everything asked of her she was so intimidated by your letter and the Bendall's harassment that she sold in desperation to get out of the situation and lost £23,900 in 18 months. We estimate your client made a financial gain of £22,500 on the initial sale and from the harassment of Karen Gould that led to the resale of Karen's lodge within the same 18 month period.

Another couple Reg and Jackie Nicholls have written to their local MP and the Council could also no longer put up with the harassment from you and John and Mary Bendall and have vacated the park. However their harassment continues as John Bendall and Ben Caplan continue to sabotage a number of their prospective sales. This action is deliberate to drive the price down to enable your client to purchase their lodge at a much reduced price and then resell at a much higher price with a longer licence agreement. We estimate your client's potential gain from the harassment and sabotaging of sales of Reg and Jackie Nicholls is in the region of £25,000 to £35,000.

A third couple could also no longer put up with the harassment from you and John and Mary Bendall, and have vacated the park. A new caravan was put on their pitch initially for sale at £115,000 but then reduced to £99,950. We estimate your client's potential financial gain from the harassment of this vulnerable couple is in the region of £40,000 to £50,000.

The fourth couple Stuart and Valerie Picken still remain on the park and have been defending their position from your harassment and your client's harassment. Since Stuart and Valerie Picken have made the same points regarding their position for the past two years and your client has failed to reply to 14 letters and emails sent to them and your client has failed to follow their own disputes procedure and your client is time-barred from taking action against them Stuart and Valerie Picken have been advised to pursue a civil claim of harassment against your client and request West Mercia Police to review their criminal case of harassment by your client's son John Bendall.

We also have documentary evidence of another property owner who was not given a licence agreement when they purchased and when they wanted to sell their property they were given a new licence agreement to sign only to find that the attached park rules dated 7th March 2017 had been forged to include a new restrictive clause stating, ***'Caravans or lodges are not permitted to be sold on site older than 10 years of age.'***

In addition to the industry being poorly regulated your client conceals her harassment behind the respectability of a prominent citizen as a trustee of the local Village Hall.

It is a well-known fact that upstanding and respected members of a community are not immune from the influence of financial gain affecting their behaviour. Harold Shipman only got caught because he got greedy. Other doctors' reported their suspicions of his criminal activities but were ignored at the time as Shipman was a respected member of the community.

Your client has got so greedy that rather than receive £4,860 from the sale of Reg and Jackie Nicholls lodge to ourselves your client refused to process the sale we had agreed with Reg and Jackie in November 2022.

Your client's motivation is to continue to sabotage sales and drive the price down to purchase Reg and Jackie's lodge at a much reduced price and then resell at a much higher price with a longer licence agreement. To date Reg and Jackie have informed us of seven sabotaged sales. This is your client's preferred approach since the potential financial gain from sabotaging the sales of Reg and Jackie Nicholls' lodge is in the region of £25,000 to £35,000 rather than the £4,860 if your client had processed the sale with us.

We are also being unfairly victimised since it is widely known we helped form an Owner-Occupiers' Association to represent the shared views of caravan, lodge and park home owners on the park. Your client and client's son are enraged by this since a *divide and conquer approach* has worked for them for years and now they face the prospect of dealing with an organised group.

The Association wrote to your client stating *'we sincerely wish to work with you in a positive manner to aid the development and running of the park to the mutual benefit of all occupiers, visitors and yourselves.'*

Your client's son response was that he thought it was an April fool's joke and your client's response in the presence of our neighbours and a respected district councillor was *"we will never, ever work with any of you!"*

There are a number of other instances of your client's and client's son's bullying and harassment of which we have documentary evidence including;

- a. Deliberately requesting staff to light bonfires burning tanalised wood releasing highly toxic arsenic smoke which entered our caravan and which our Doctor confirmed caused a respiratory infection.
We are extremely concerned for our health because not only has your client already lit several illegal bonfires but has now prepared another illegal bonfire to burn tanalised wood producing toxic pollution.
- b. Complaining of our Union Flag and bunting at the time of our Queen's sad death writing it was "*a huge amount of disrespect to us*" the Bendall's rather than our gracious Majesty.
- c. Complaining of our CCTV and notices advertising the Owner-Occupiers' Association accusing us of breaking park rules without any evidence.
- d. Ben Caplan sending drones up by our caravan on 29th April 2022, the day the invalid 30 day notice to quit was sent.
- e. Email from your client's son dated 1st January 2023 falsely accusing us of nefarious actions and stating it was '*personal!*'

We will share this evidence with the Police and the Council when we report your client's harassment to them. We will also request the Council to attach conditions to the site licence which they are able to do under Section 5 (1) of the Caravan Site Act 1960 Power of Local Authorities to Attach Conditions to Site Licences which states '**A site licence issued by a local authority in respect of any land may be so issued subject to such conditions as the authority may think it necessary or desirable to impose on the occupier of the land in the interests of persons dwelling thereon in caravans....**'

We have also been advised that according to March 2015 legislative guidance provided to local authorities, Lenchford Meadow Park is not a holiday park but a '*mixed park*' and '*relevant protected site*' this requires the council to carry out a 'Fit and Proper Person Assessment' of the site manager, John Bendall, your client's son which can take into account complaints from property owners on the park.

Yours sincerely

Steve & Anita Lea