

Dear Freeths LLP,

I hope this message finds you well. I am writing to address a pressing issue regarding the lease of Unit 6 at Park House 1. I must express my disappointment and concern over recent events that have transpired without proper notice or communication from your client.

Statement of Facts:

1. Leasehold Details:

- The lease of the premises (the Premises) between Bosecom and FlexSpace began on 1st October 2019 and is set to end on 30th September 2024, a 5-year lease term.
- Our purpose in taking the Premises, as your client was aware, was to start a trading business for electronics and computer hardware, and we made it clear to your client that we required insurance on the Premises in order to receive credit from suppliers.

2. Electricity Issues:

- From October 2019 to November 2019, the Premises did not have functioning electricity. We requested the start date to shift to take this into account but your clients refused.
- Despite promises made by your client to make the building electrically compliant before occupancy, they never completed this and the unit was never compliant.
- Numerous emails were exchanged between the parties regarding this issue, with ongoing correspondence until January 2020 but, as your clients refused to cooperate, it was impossible to reach a resolution.

3. Roof Leaks and Neighbour Issues:

- Throughout the first two years of occupancy, there were constant roof leaks in the Premises.
- Additionally, a neighbouring tenant engaged in fly tipping outside the Premises causing further inconvenience.
- These issues were reported to your client, but all requests for assistance were ignored.

4. Theft and Poor Electricals:

- An individual unlawfully gained access to the roof of the building and stole our air conditioner. The site and building should have been secured and no roof access should have been accessible, this is the responsibility of your client and this led us to further costs in replacing the condenser unit of the air conditioner.
- The building consistently experienced poor electrical systems, which your client refused to rectify, resulting in frequent power cuts and electrical problems.

5. Persistent Leaks and Inadequate Maintenance:

- The Premises continued to have recurring leaks, and your client made only minimal and ineffectual efforts to address or repair these issues.
- As a result, a severe leak occurred on the 22nd of February 2023 which caused liquid damage to 8 Mac computers. The hardware was written off and the customer who ordered these no longer wanted them so the business and hardware were lost this also damaged our reputation. And they were deemed a total loss.
- Over a span of 6 months, numerous communications were sent to your client threatening to withhold rent in a vain endeavour to secure a response. However, despite this "threat" we nevertheless continued to pay the rent.

6. Lockouts and Rent Payments:

- On April 26th, after receiving the May invoice on April 15th, we were locked out of the Premises. However, rent had been paid in full on that morning.
- On May 5th, the rent was paid within the designated 10-day period, as no direct debit was deducted.
- No rent was refunded, and no communications were received from either yourselves or your client. In the circumstances your client is estopped from now claiming forfeiture of the lease although we should make it clear that in our view that forfeiture was never legal in the first place.
- No invoice was issued on the 15th of May, and we were, unfortunately wrongly, advised by a legal firm not to pay.

7. Second Lockout and Police Intervention:

- On June 10th, we were locked out of the Premises once again, this time with security personnel and dogs involved.
- On June 11th, we re-entered the Premises without causing any damage, and the police were present.
- Rent was paid on June 13th after gaining a clear understanding of the leasehold terms and the lack of proper invoicing.

8. Fire doors and escapes prevented unlawfully

- We discovered to our great alarm that your client has disabled the fire escapes and there is no access to the exterior in the event of a fire. This must be remedied immediately. By doing this your client has made their insurance invalid and put my life as well as the lives of my employees and in grave danger, your client has until 21/06/2023 5PM to rectify these fire issues before we report this to the authorities.

9. Upcoming Renovations.

- The centre manager has informed us that the entire site is scheduled for renovation, and we must vacate by September 2023. We have video and audio recordings of the centre manager confirming this on multiple occasions and other tenants are all out of contract by September 2023.

- However, our leasehold agreement with your client extends until 2024. If the manager is correct, and we see no reason to disbelieve him, then your clients are, or will be, in breach of their implied covenants of non-derogation of grant and quiet possession.

I must emphasise that these scare tactics will not yield the desired outcome. Since April, we have been actively engaging with solicitors, gathering footage, and accumulating evidence to substantiate our claims that your clients intend to demolish and rebuild the units at Park House 1 and evict tenants where possible in the easiest way employing illegal tactics. We have also reached out to over 40 former tenants who have experienced similar unlawful behaviours on your client's part, and the response has been overwhelmingly supportive. All information is being compiled and is documented.

We are currently conducting an investigation into the individuals responsible for decision-making within your client's organization and daughter organisations. The following individuals have been identified for scrutiny:

1. Paul Gerald Stuart Silver
2. Thomas Richard Tyler
3. Giuseppe Catarozzo
4. Andrew Clarke
5. Philip William Newborough
6. Simon David Ringer

However, at this stage, I feel compelled to inform your client that Unit 6 at Park House will be staffed 24/7, and we have no intention of vacating the premises unless you provide an adequate and fair settlement for our immediate departure by August 2023. I must emphasise that our preference is to stay at the Premises for the remainder of the lease.

We intend to publicly document this entire ordeal, naming all responsible individuals and anyone associated with FlexSpace who has interacted with us. We will present all email chains and relevant information to ensure transparency, it is in interest of the public that this information be provided so as to prevent this happening to future tenants. We have prepared a social media campaign including all images and email messages as well as WhatsApp media and video footage of these serious events over the last 3 years. However, this can be avoided if a reasonable negotiation is met.

Let me reiterate that our intention has never been to employ scare tactics or engage in any form of strongarming. Had your client approached this situation with reason from the beginning, we would have willingly left on amicable terms, abiding by any agreement provided.

Taking all of the above into consideration and specifically, but without prejudice to the generality hereof, the derogation of grant we seek the following:

1. Damages for your client's breach of the implied covenant for quiet enjoyment by their persistent failure to rectify the problems as outlined above.
2. Should the centre manager prove correct, damages for your client's derogation of grant. Which we have evidence of. This sum should amount to a property of similar size and requirement in the area of Watford.
3. Damages for the cost we have been obliged to expend to replace equipment damaged by water ingress, such water damage arising after we had warned your clients and after they had a reasonable and proper time to rectify the problem.
4. The pre-tenancy deposit paid as consideration prior to the execution of the lease agreement.
5. Rent losses attributable to electrical issues for the period of October 2019 to November 2019.
6. Business interruption damages incurred during the period of October 2019 to November 2019.
7. Loss of business damages resulting from the lack of insurance coverage caused by the unsatisfactory condition of the leased Premises.
8. Property damages arising from the faulty locks and doors.
9. Damages for the severity of stress causing to myself leading to insomnia which has been documented as due to this situation since February 2023.
10. A solicitor's undertaking to provide a guarantee for all agreed sums.

The statements we have made are supported by multiple facets of evidence that consistently corroborate over time, validating all of our claims.

We hope that we can find a mutually agreeable resolution to this matter promptly. We await hearing from you with your client's proposals. We should like to receive these, please, within the next ten working days.

Yours sincerely,

R Bose