

[REDACTED]

Sent: 15 January 2022 18:48

To: Thompson, Stephen (Legal/UK)

Cc: [REDACTED]

Subject: RE: Chelsea Bridge Wharf - Managing Agent Re-tender

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Thank you for the email Stephen. Your understanding of the agreement is correct. My fees for the retendering are fixed at £15,000 including VAT.

Best regards

Roger



E: roger@rogersoutham.co.uk

UK: +44 7967 555484

CI: +1 345 323 0066

Websites:

Coaching: rogersoutham.ky

Consulting: rogersoutham.co.uk

Real Estate: caribbeanmgt.ky


Tech: techsolutions.ky

 [Roger Southam](https://www.linkedin.com/in/RogerSoutham)

 [@roger_southam](https://twitter.com/roger_southam)

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From: [REDACTED]

Sent: 15 January 2022 12:58

To: [REDACTED]

Cc: [REDACTED]

[REDACTED]

Subject: Chelsea Bridge Wharf - Managing Agent Re-tender

++ Chelsea Bridge Wharf Residents' Association ("CBWRA") Committee

Hi Roger

Further to our telephone conversation this afternoon and the emails below. We understand that you have reviewed the attached Settlement Agreement between Fairhold Artemis Ltd and Chelsea Bridge Wharf RTM Company Ltd (the "**Settlement Agreement**") and have, taking into account its terms, concluded the following. All clause references in this email refer to the Settlement Agreement:-

1. CBWRA should not submit an Right to Manage ("**RTM**") application at the present time; and
2. Residents' interests will be best served by issuing a request to the landlords to initiate a tender process to select a new managing agent with immediate effect in accordance with Clauses 7 to 17 (*Selection of Future Agent*);

We note that Clause 9 states that "*the Landlord agrees that the RTM company may decide on the Selected Agent*" and that in the event a new RTM application is submitted the Settlement Agreement will terminate automatically removing the right of the residents to select the new managing agent.

Please can you confirm by return email whether our understanding is correct and that your fee of £15,000, inclusive of all taxes, to successfully complete the managing agent re-tender process in accordance with CBWRA instructions is fixed.

Subject to the above the proposal will be submitted to the CBWRA Committee for approval tomorrow.

Let me you know if you have any questions.

Kind regards

Stephen Thompson
Chair CBWRA

From: [REDACTED]

Sent: 12 January 2022 10:36

To: 'Toby Spoerer' <[REDACTED]>

Cc: 'Charlie Garton-Jones' <[REDACTED]>

Subject: RE: Proposal for Chelsea Bridge Wharf

Hi Toby

That would be one of the options in the retender process. I suspect if you go to Fairhold and say we want to self-manage it would be a quick rebuttal. Whereas if we say there are frustrations and issues with R&R and you want to retender for new agents and one of the options we include is a self-controlled team then it is part of the process they would recognise.

Best regards

Roger

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UK: +44 7967 555484

CI: +1 345 323 0066

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<image018.png> [Roger Southam](#)

<image019.png> [@roger_southam](#)

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From: Toby Spoerer <[REDACTED]>

Sent: 12 January 2022 10:23

To: Roger Southam <[REDACTED]>

Cc: Charlie Garton-Jones <[REDACTED]>

Subject: Re: Proposal for Chelsea Bridge Wharf

Hi Roger,

Thanks for the below would it not be more beneficial to aim for a model like Grovesnor Waterside where they are self managed but employ an agent to deal with the finances? If we re tender and replace R&R are we not running the risk of ending up in the same situation agin in a few years?

Toby

On 12 Jan 2022, at 15:12, <[REDACTED]> wrote:

Hi Charlie, Stephen and Toby

Further to our Zoom call yesterday I have now gone through the settlement agreement and I do not think you need to consider RTM given the terms of that agreement. I would point you to clause 6 where it is confirmed you have a recognised Resident Association. Therefore the RTM companies would be no use in a new RTM application and you would definitely want to start from

scratch. Depending on the wording of the leaseholder RTM sign up forms will depend if they need redoing and I suspect they would.

Under Selection of Future Agent clauses 7 to 17 you can ask to change the managing agent and work in the process to select the new managing agent. Therefore we could undertake a tender and selection process for new managing agents now without any delay or hold up.

In October you are 10 years into the agreement and it can be terminated by 3 months' notice, equally service RTM papers terminates the agreement.

I notice Berkeley are not a party to the agreement and wonder what happened with regard to their interest and appointment of Rendall & Rittner. Did they just go along with Fairhold approach but not document? It would need a discussion with Berkeley and L&Q but they should buy in.

I have a lot of experience on tendering managing agent services and would undertake this for you for all buildings at Chelsea Bridge Wharf for a fee of £12,500 plus VAT (£15,000). In running the tender it needs each building considering as well as the estate and therefore it would need a lot of consideration in structure and scope.

With regard to the service charge I would propose an initial review of the year end accounts and detailed papers sent through (there may be other information needed as well) for a fee of £2,500 plus VAT (£3,000). Following the review I would give you an assessment of scope and scale of potential claim, likely success and best approach. To undertake the claim I would quote fees based on what I find but it would be part payment and part % of success.

I look forward to hearing from you and working with you all to get Chelsea Bridge Wharf to the quality it deserves.

Best regards

Roger

<image008.png>

E: roger@rogersoutham.co.uk

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CI: +1 345 323 0066

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Coaching: rogersoutham.ky

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From: Charlie Garton-Jones <[REDACTED]>
Sent: 11 January 2022 09:39
To: [REDACTED]
Cc: [REDACTED]
Subject: Settlement Agreement

Hi Roger,

Good to chat. Settlement agreement attached.

Let me try and dig out the old signed forms, I think they must still be on Garton Jones Real Estates server (hopefully !)

Charlie