

**IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION**

Case Ref:

BETWEEN:

**(1) Ms Jo Gavin
(2) Ms Chantal Cracy**

Claimants

and

Community Housing Association Ltd.

Defendants

PARTICULARS OF CLAIM

1. The 1st Claimant is and was at all relevant times the lessee of two premises, both of which were let to her by the Defendants. The first lease concerned premises situate at 104 Cromer St, London WC1H 8BZ and began on 8 June 2000 running for a term of 6 years at a price of £5500.00 per annum. It has run on, on the same terms since 2006.
2. The second lease concerned premises at 106-108 Cromer St, London WC1H 8BZ. It began on 8 April 2004 and ran for a term of 10 years at a price of £9000.00. A rent review is due in April 2009. The 2nd Claimant is a joint lessee of the second premises.
3. The Defendants were aware at all times of what the Claimants were doing business-wise with the said two premises and were very happy about it and, initially, were very supportive.
4. When the Claimants moved into the second premises they found it had been left by the previous owner, who had used it as a café, in a disgustingly dirty state and had been left empty for over 6 months. There was black water and condoms in the toilets, there was thick inches of grease everywhere in the large kitchen area on the ground floor. No flooring had been put in, nor shutters nor mechanical ventilation.
5. The Defendants had received funding from the Kings Cross Development Trust/Partnership which included funding to renovate the four shops/business premises they owned on Cromer Street which included the Claimants' two leased properties. However, when the Claimants asked for the security shutters and part of the money for the flooring of the premises or a contribution thereto, they were told by the Defendants that they would have to pay for these things themselves.
6. The Defendants installed a very expensive wood floor in the second premises at a cost of £5,000 seeing it as a stylish asset which would add to the value of the space when it came to hiring it. They left the issue of the shutters on the back burner to be tackled at another time and trusted that since these were issues which were of major cost and clearly the responsibility of the Defendants, as they had been paid for already

by a third party, namely Kings Cross Development Trust, that the Defendants would honour their obligations when required to do so.

7. From day one, April 8th 2004, when the Claimants acquired the lease in respect of 106-108 Cromer St (the second premises) refurbishment works began and were to last maximum 3 months to July 2004 which was the intended date that business would commence .

8. When the wooden floor was being laid to the second premises the carpenter informed the Claimants that the glass bricks (installed by the Defendants to give more light to the basement of the second premises) in the pavement were not sealed properly and this was causing water to leak through the ceiling of the lower ground floor of the second premises. This was particularly bad when it rained with buckets having to be put out to collect water that was leaking into the space.

9. Refurbishment work to the floor immediately ceased due to wood being damaged or soaked and having to be taken back up and renewed and there were serious concerns regarding continuation of any capital spending until this problem was resolved.

10 . The Claimants immediately alerted Jacqui Greene, employee of the Defendants, who alerted repairs, namely one Chris Natt, who in turn alerted their own residential surveyors. It was not until late May 2004 that one of the Defendants' residential surveyors, a Mr Uk (abbreviation) visited the premises. He informed the Claimants that it was not the landlord's responsibility and said he did not know whose responsibility it was .

11. The Claimants then embarked on a protracted, time consuming and costly investigation involving meetings with officials and contractors and 82 phone calls to Mr Uk until eventually in Sept 2004 they found out that the glass bricks had been installed by Kingsbury Construction, a contractor of the Defendants, at the behest of the Defendants.

12. The Claimants informed the Defendants of this fact and Ms Greene immediately contacted Kingsbury Construction who repaired the leaks within 2 days some 6 months after it was first reported to the Defendants.

13. The Defendants did not notify the Claimants that a claim ought to have been made on the Defendants' insurance and they failed to make such a claim themselves. No offer of compensation was made by the Defendants to the Claimants in respect of the damage and the interruption caused to their business. During the 6 months it took the Defendants to repair the cause of the leaks the Claimants had to pay business loan repayments, rent, business rates, running costs and extended labour for the refurbishment, marketing and advertising costs and for photography of the space conducted at an earlier point by a very good photographer.

13. The aforesaid leaks caused substantial damage to the ceiling of the second premises which went mouldy and stank of damp. The Defendants failed to resolve this

and/or were delaying to such an extent that the Claimants arranged for someone they knew to repair it which finally occurred in September 2005.

14. As a result of the aforesaid the Claimants were unable to use and/or occupy the second premises and their business was interrupted from April 2004 to September 2005 which meant that they lost at least £97,500.00 (based on a 3 day week at £500 per day over 65 weeks).

15. In September 2004 a water leak appeared on the shop floor rear wall of the first premises at 104 Cromer Street, the Scarlet Maguire Art Gallery. The Claimants immediately reported it to Jacqui Greene who reported it to Chris Natt (Development Director with the Defendants) who sent the residential repairs' surveyor, Mr Uk. However, the Defendants did not do anything about it for 6 months. They came and had a look at it in September but that was all. The leak then took one day to repair.

16. The leak was caused by a waste stack pipe that had burst behind the wall at the rear of the gallery. It was a pipe conducting waste from the premises of the flats above which were owned by the Defendants and who were the Housing Association landlords in respect of them. This caused brown staining (excrement) all the way down the wall and a vile non-disguiseable stench. The wall had to be taken down and replaced.

17. The Defendants arranged for their Residential Repairs' contractors to replace the wall and to re-decorate. They also had to replace the downstairs wall as well in the communal fire exit as the staining had spread. These works were begun in January 2005 and finished in February 2005 as the Claimants applied pressure as they had a show coming up in February.

18. At no point was any insurance claim in respect of this damage effected by the Defendants with the building insurers although they had cover for it. This was in breach of the lease agreement. The Claimants were paying around £30.00 per annum towards the Buildings Insurance re the first premises and around £55.00 per annum re the second premises.

19. As a result the Claimants were unable to occupy and/or use the first premises from September 2004 to February 2005 and the Defendants, in breach of the lease agreement, did not at any juncture offer re-payment of rent and/or cease claiming rent and/or offer any form of compensation or suitable alternative accommodation. The Claimants' business was interrupted from September 2004 to February 2005, a total of 26 weeks at £800.00 per week totals a minimum of £20,800.00

20. In January 2005 the Claimants discovered a drop of water on the ceiling of one of the two bathrooms (there was a male and female bathroom for clients) of the space at the second premises. She reported it to Jacqui Greene who reported it to Chris Natt who sent the residential repairs surveyor, Mr UK. By the time the surveyor turned up, the water ingress was far bigger than it had been and waste, as it was again a burst stack pipe connected to the aforesaid flats owned by the Defendants, had already clearly began to show. By the time Mr UK saw it, it was far worse and again the stench was vile and pervaded the entire premises. It was not disguiseable.

21. Mr UK simply took a pencil from his toolbox and circled the aforesaid area saying if it gets any worse to let him know. He said that he had effected repairs upstairs in the flats above and believed that this problem would now go away. As for the staining, he said it would dry out.

22. Incensed by his attitude and the ridiculousness of his proposal, particularly on health & safety grounds, the Claimants took photographic evidence as advised by Jacqui Greene. The Claimants also complained in writing, as advised to by Jacqui Greene, and sent them to the Defendants, namely Chris Natt, listing the series of disrepair events and requested some form of compensation. None was forthcoming.

23. The leak was fixed some 6 months later in July 2005. It took a day to actually repair. If this was not subsumed by the interruption of business from July 2004 to September 2005 (see above) the Claimants would have sustained interruption to business from January 2005 to June 2005 as a result of this leak and its consequential damage alone, including the stench. This which would have meant loss of £36,000.00 applying the minimum calculation (ie £500 per day, 3 days per week ie £1500 per week) above.

24. The next problem arose with the first premises in June 2005 just 3 days before a show was due to take place at The Gallery of Scarlet Maguire, the first premises. A dreadful flood occurred which resulted in the ceiling of the gallery having to be taken down and replaced, causing cancellations of shows and major compromise to business. The Defendants were notified immediately.

25. The cause of the flood was a burst toilet cistern in a flat above owned by the Defendants. Again the Claimants' business was interrupted from June 2005 to January 2006 when they were able to re-begin trading at the first premises. The ceiling was not replaced until end 2005 October and it took the Claimants some 6 weeks at least thereafter to be able to arrange exhibitions/shows at the first premises. This entailed that they suffered business interruption for 35 weeks at £800.00 per week totalling £28,000.00.

26. Further, the Claimants were not able to use and/or occupy the first premises at least until the ceiling had been replaced. The Defendants failed to do anything about this so the Claimants arranged the ceiling repairs themselves to prevent further business interruption and no money was being made by the Claimants with the gallery closed and stinking of damp and mould from the ceiling growths. Ceiling replacement cost over £3000 and did not occur until end of October 2005. The Claimants were not reimbursed until January 2006 when they received a cheque for around £3000.00 from Farr Plc, the brokers for the Building Insurers of the Defendants.

27. The Claimants were unable to use and/or occupy the second premises between June 2005 and October 2005. In breach of the lease's terms the Defendants failed to re-pay the rent they had taken from the Defendants in respect of this period and/or to cease claiming rent. They failed to offer any compensation. In further breach of the lease they delayed in claiming on their insurance and failed to swiftly effect a supply of a replacement ceiling.

28. In September 2005 Tusha Shar, finance officer for the Defendants finally gave to the Claimants a claim form to be sent to Farr Plc who are the brokers to the Defendant's building insurers. The Claimants completed it and claimed £24,880.00 for the first premises and £147,700.00 for the second premises. They had earlier attempted to settle with the Defendants for a much more modest amount but as they did not respond they put in an accurate assessment of their actual losses.

29. Further, as a result of the said burst toilet cistern, in February 2006 the gallery floor of the first premises began to curl up and the chipboard beneath the floor became swollen with mould growing from it. This caused the floor tiles to curl. This meant that the Claimants were unable to use and/or occupy the premises properly and compromised trading from February 2006 to December 2007 which calculated at £400 per week over 100 weeks gives a total of £40,000.00.

30. From January 2008 to December 2008 the Claimants were not able to use or occupy the first premises and there was no trading whatsoever as in January 2008 the flooring of the first premises had to be pulled up and business was interrupted for 52 weeks at £800 per week. This gives a total of £41,600.00.

31. In January 2008 the Claimants informed the Defendants, namely Chris Natt, of the above and they requested that the Defendants make a claim on the building insurance in respect of the said floor. Mr Natt said he would pass it on to Olive Barnett, Commercial Property Assistant Director with the Defendants. Mr Barnett took 5 months to sort out the contractors who would perform the works. The Claimants then received an email from Mr Barnett's assistant saying that Farr Plc, the brokers of the Defendant's the building insurers, would not process the claim due to the outstanding claim in respect of liability for the business interruption: See below.

32. On 3 July 2006 the Claimants had sent a letter to the Defendants setting out the total loss in respect of business interruption and complaining about the delays in performing necessary works and processing insurance claims all of which had caused unnecessary loss of business. The Claimants had suffered losses up to that point which they said were £400,000. When the Defendants received this letter they immediately alerted their liability insurers, Royal and Sun Alliance.

33. Other problems with the second premises included unsafe and dangerous wiring as it was connected on spurs as opposed to rings (this was a breach of the Electricity Safety Regulations), a fire panel was not working, smoke detectors were not working, the internal emergency lighting did not work. The Defendants refused to resolve any of these issues inspite of having received part of over £46 million in allocated funding from the Kings Cross Development Trust which included funds for the restoration of the 4 shops owned by the Defendants on Cromer Street.

34. More significantly there was no ventilation in the second premises. The Defendants refused to remedy this problem.

35. The said lack of ventilation constituted a major structural defect. It meant that there was no air and it was the Defendants' responsibility. They had building cover

insurance in respect of the premises and this likely to be an exclusion invalidating their policy, their continuing failure to address it breaches minimum standards UK Building Regulations. It was a health hazard causing damp, mouldy smells and unsightly ceiling defects which has throughout compromised the Claimants' business.

36. There are no security shutters nor flooring as are standard and as such were provided by the Defendants to the other three shops on the same street including 104 Cromer Street. The Defendants unjustifiably refused to put them on the second premises consequently rendering the premises more vulnerable and insecure in comparison with the other 3 shops. This was unjustifiable since they had received part of £46 million in grant monies from the Kings Cross Trust in the light of the forthcoming developments. The Claimants, therefore, had a legitimate expectation that these funds would be allocated to any necessary works on their premises.

37. Additionally, there was no heating (and has never been in the 1st premises) in the second premises except for extortionately expensive electrical heaters installed by the previous owner. The Claimants installed a Valliant boiler and 13 radiators throughout, covering the costs for the whole system. The Claimants laid wood floorboards throughout and ceramic tiles in the bathrooms and behind the bar.

38. The fire exit of the second premises was in the communal part of the building and pertains mainly to the second premises. The Defendants were asked to open it in April 2004 by the Claimants when they acquired the second premises. It was not opened until October 2005 when Jessie Cooper, from Quest Gates Loss Adjusters for the building insurance, arrived to assess the damage to the ceiling regarding the gallery, the first premises, in October 2005.

39. It is illegal (a breach of the Fire Regulations) to keep a fire exit locked and it was locked for over 18 months which is in breach of the lease and the insurance policy, invalidated the relevant building insurance as it was a requirement of the policy for them to not pose a fatal risk by the fire exit being locked. Final repairs to meet fire regulations were carried out by the Defendants as late as 18th Sept 2007, 3 years and five months after alerting the Defendants to the fire risk

40. As a result of the fire exit problem not being resolved the Claimants lost many potential contracts including contracts with Camden Weddings, Corporate Comedy Club, Rebecca Michael MM Catering, Bubble Catering to name but a few. At a minimum the Claimants lost contracts in the sum of £265,000.00 as a result of this omission.

41. On 24th May 2006 the emergency lights, that should also have been fitted as standard procedure in the stairwell area leading upstairs to the locked fire exit, were also finally fitted by FWA, the Defendants' contractor. Before this it was like a black hole.

42. In June 2005 there was a major water ingress into the communal electricity room in between both shops. This caused a danger to all residents including the commercial ones which was confirmed by both environmental health and the fire brigade. There was an associated smell and water penetration into both the Claimants' premises on either side of the electricity room. A formal complaint was filed with the Defendants

which was allowed to reach stage 4 in the complaints' procedure. It was finally fixed in June 2008 some 3 years later.

43. The aforesaid caused compromise to the Claimants' business in the first premises which is subsumed by loss of trading caused by the other problems suffered. However, the second premises also suffered compromised trading as a result of this from June 2005 to June 2008. This is subsumed by interruption to business caused during the same period by other causes apart from August 2007 to May 2008 which is 10 months and some 40 weeks which at £750.00 per week is £30,000.00.

44. Other problems suffered by the Claimants were caused by the water ingresses in the asphalt of the surrounding pavement of the second premises. This had been installed by the Defendants. This caused wet, damp, mould and associated smells from June 2006 to October 2006. A faulty job was done by the Defendants' contractors on the day of a Press Launch in early October 2006. Bitumen inflicted the wooden floor and caused damage to it. The ceiling was mouldy and damp. This entailed that the premises were unfit for use and/or occupation between June 2006 to August 2007 as it was not repaired until then. This caused interruption to business for some 47 weeks at £750.00 per week. Total: £35,250.00

45. From May 2008 to December 2008 there were further leaks coming from the same source a lack of air in the second premises made it worse. It was then discovered that the Defendants had failed to use air bricks in constructing the said premises. This entailed that the Claimants were unable to use nor occupy the premises and that their business was interrupted for some 34 weeks. This entailed business loss at £1,500.00 per week over 34 weeks of £51,000.00.

46. The said lack of natural ventilation rendered use of the premises illegal as it breached the relevant Building Regulations (also health & safety leaving the Claimants directly at risk of third party litigation) and this also voided the Defendants' insurance cover. This was a breach of the lease agreement on the part of the Defendants and also a breach of their duty of care to the Claimants.

47. Around June 2008 the Claimants received an email from the Defendants saying that they would double the rent on the first premises unless they agreed to fix the floor themselves in which event the rent would remain as it was. The Claimants agreed to this proposal. However, in July 2008 a S25 Notice was received from the Defendants advising the Claimants that from 12th January 2009 the rent for the 1st premises would be doubled at £11,000 per year.

48. In October 2008 the Defendants, unlawfully and in flagrant breach of the leases' terms, proceeded to break into both premises by drilling into both locks, taking them out and replacing them. They rifled through the offices and the Claimants' personal effects were opened and they left coffee on the floor. The Claimants then sought out a locksmith who re-changed the locks and re-entry was effected by the Claimants.

49. Five days later on 4 November 2008 the Defendants proceeded to break in again and changed the locks again and also nailed down the doors to the fire exit as the Claimants possessed an outer key to the courtyard corridor leading to both shops.

This time cigarette butts and ash were left in the sinks and a cigarette butt was dropped in the toilet and office files had been opened.

50. The Defendants' conduct described above is constituted by breaches of the lease agreements, negligence, unlawful breaches of statutory duty, nuisance, harassment, unlawful eviction and/or unlawful trespass and by reason of it the Claimants have suffered immense losses and damage, damage to reputation, loss of goodwill, depression, distress, stress, inconvenience and injury to feelings. Ideally we would like the defendant to repair on time, to have air in the 2nd premises, to be able to continue to conduct our businesses at both premises. We simply want the defendant to put the premises in a condition which makes it possible for us to trade without interruption.

PARTICULARS

i. The Defendants have breached their express obligations under both leases in that they have prevented the Claimants' quiet enjoyment of the two premises.

ii. Further or alternatively, the Defendants are in breach of both leases in that they have failed to comply with para 7 thereof:-

“.....in the event of damage to the demised premises by any of the insured risks (the policy holder) is obliged with all convenient speed to lay out and apply in rebuilding repairing or otherwise reinstating the demised premises all monies received by virtue of such insurance.”.

iii. Under the leases (either expressly or impliedly) the Defendants were obliged to effect claims on their insurance policy promptly wherever they had cover. This they failed to do save for the tardy claim instigated in Sept 2005 in respect of the ceiling to the first premises.

iv. It was further an implied term of the lease that the Defendants would instigate repairs and remedial action promptly in respect of risks re which they were covered by insurance. This they failed to do.

v. The Defendants caused and/or permitted to continue an unlawful nuisance at both premises and failed to take necessary steps to stop, prevent or remedy the said nuisance.

vi. The Defendants were at all times aware of the nature of the Defendants' business at both premises and further, the types of clients they were attracting and the value of such business. Further, they were made aware of all problems occurring as soon as they arose.

vii. They were negligent in that they delayed in instigating repairs and/or replacements causing ongoing and increased damage and/or loss of business.

viii. They were further negligent in that they failed to effect either promptly or at all claims on the insurance causing ongoing damage and/or loss of business. .

ix. They were further negligent in failing to keep the pipes and other water apparatus of the neighbouring flats which they owned in a good state of repair when it was foreseeable that if they did not, damage would be caused to both leased premises and cause interruption to business.

x. In April 2004 they denied liability when they were liable for the glass bricks being inadequately sealed with the consequent that leaks occurred in the second premises and went on for 6 months before they admitted responsibility and these leaks were repaired 6 months later within 2 days.

xi. They further failed to repair the damage caused by the aforesaid to the ceiling to the second premises.

xii. They further failed to claim on their insurance for the said damage to the ceiling of the second premises. Business was interrupted for 65 weeks.

xiii. In September 2004 the Defendants again delayed for some 6 months in respect of attending to and repairing the burst water pipe connected to the flats owned by the Defendants which burst behind the rear wall of the first premises.

xiv. This caused a nuisance in stench and brown staining on white walls and the wall had to be replaced and redecorated. The Defendants delayed in that they did not start the works until January 2005 and then they were completed in February 2005 causing interruption to business for 6 months.

xv. In January 2005 another waste pipe burst above the bathroom ceiling of the second premises relating to the said flats owned by the Defendants and was not attended to nor repaired for 6 months. This caused brown staining and a vile stench.

xvi. The Defendants were covered under their policy for the burst pipes and for the bathroom ceiling as these are the landlord's fixtures and fittings under their insurance policy. The incident caused a compromise to business as the Claimants' clients would need to use the bathrooms during, lunches, conferences, meetings etc.

xvii. In June 2005 the Defendants failed to remedy the damage in the first premises caused by a burst toilet cistern in a flat above which they owned. The ceiling of the art gallery had to be replaced. The Defendants failed to effect repairs. As a result the Claimants suffered interruption to business from June 2005 to January 2006 and had to effect repairs to the ceiling themselves.

xviii. The Defendants for the first and last time activated an insurance claim in September 2005 in respect of the said damage to the ceiling occurring in June 2005.

xix. In January 2008 as a result of the aforesaid cistern burst the flooring of the first premises had to be taken up. The Defendants failed to effect any repairs/.replacement flooring and/or any insurance claim in respect of it. The Claimants' business was interrupted from June 2005 to the present.

xx. From June 2006 water ingresses in the asphalt installed by the Defendants in the pavement caused leaks to the second premises and consequential damp, mould and associated smells, this was exacerbated by the fact that air bricks had not been used in construction of the premises (see below). Bitumen was walked into the wooden floor from a faulty repair job, done in a rush by the Defendant the day before a press launch. Repairs were not effected until August 2007 and the Claimants suffered 20 weeks' interruption to business from June 2006 to October 2006 and 47 weeks' interruption to business from October 2006 to August 2007.

xxi. From May 2008 to December 2008 the same problem continued but with the recent discovery that the cause was the Defendants' failure to use air bricks in constructing the said premises. The Claimants suffered 34 weeks' interruption to business. This constitutes a breach of building regulations as the lack of effective vents caused damp, mould, a stench, staining and erosion of the floors, ceiling and walls.

xxii. The Defendants unlawfully failed to ensure that there was an effective fire exit for both their commercial and residential tenants and their clients and/or visitors until September 2007. This caused the Claimants to lose substantial business.

47. By reason of all the aforesaid the Claimants have suffered loss and damage, loss of reputation and goodwill, distress, depression, stress and inconvenience

AND the Claimants claim:-

1. Damages (Schedule of Loss to follow)
2. Exemplary damages
3. Further or alternatively, re-payment of rent paid at £47,994 plus interest during the periods the Claimants were unable to use the premises
4. Interest pursuant to Section 35A of the Supreme Court Act 1981
5. Costs
6. Any other remedy the Court deems fit

Ms Lesley Longhurst-Woods (of Counsel)
2 Louisa Close Chambers
London E9 7BZ
TE: 0208 985 8716

4 December 2008

STATEMENT OF TRUTH:-

We, the Claimants, believe that the facts stated in these Particulars of Claim are true.

SIGNED:.....

DATED:

This is all His Honour Judge Cowell allowed in, to ammend– paras 3, 3A and 3B:

3. The Defendants were aware at all times of what the Claimants were doing business-wise with the said two premises and were very happy about it and, initially, were very supportive. The Claimants' business plan was:

- (a) to use 104 as an art gallery**
- (b) to use 106 as a multifunctional space available for hire**
- (c) to establish an independent Youth Parliament economy**
- (d) to develop a business model with Spaceshift which could be franchised by young people throughout the UK**

3(A) There were express terms of both leases that the Claimants should have quiet enjoyment of the 104 and 106 as against the landlord and all persons claiming title through the landlord.

3(B) The Claimants at all material times operated the businesses of an art gallery (“Scarlet Maguire”) and multifunctional space available for hire (“Spaceshift”) from 104 and 106.

Vikram Sachdiva

SCHEDULE OF LOSS

1. April 2004 to September 2005 – rain water ingress from pavement – 106-108 Cromer Street .

Loss based on a minimum hire rate of £500 per day and a minimum of 3 days booked per week.

Average loss per week (minimum):
£1,500

65 weeks (pre-trade period taken out):

£97,500

2. September 2004 to February 2005 – sewage ingress from burst communal waste stack pipe – 104 Cromer Street .

Loss based on a minimum hire rate of £800 per week.

Average loss per week (minimum):
£800

26 weeks:

£20,800

3. January 2005 to June 2005 – sewage ingress from burst communal waste stack pipe – 106-108 Cromer Street .

Loss based on a minimum hire rate of £500 per day and a minimum of 3 days booked per week.

LOSS SUBSUMED by July 2004 – September 2005

Average loss per week (minimum):
£1,500

24 weeks:

(£36,000)
SUBSUMED

4. June 2005 to January 2006 – water ingress through ceiling from toilet cistern in residential property above – 104 Cromer Street .

Loss based on a minimum hire rate of £800 per week.

Average loss per week (minimum):
£800

35 weeks:

£28,000

5. February 2006 to December 2007 – damaged flooring & floor as a consequence of the June 2005 water ingress – 104 Cromer Street .

Due to compromised trading, this loss is based on only 50% of the minimum £800 hire rate per week

Average loss per week (half of minimum):
£400

100 weeks:

£40,000

6. January 2008 to December 2008 – refusal by Defendants' Insurance Broker to effect insurance claim to replace floor and flooring – 104 Cromer Street .

Loss based on a minimum hire rate of £800 per week.

Average loss per week (minimum):
£800

52 weeks:

£41,600

7. April 2004 to September 2007 – communal fire exit not meeting standard safety regulations – 106-108 Cromer Street .

This caused planned long-term contracts with certain prestigious companies not being actualised.

Average loss per contract (minimum):

£50,000

Marketing Value of each client at early stage of the business

£3,000

5 clients (minimum):

£265,000

8. June 2005 to June 2008 – water ingress from burst water supply pipe into communal electricity room spreading into both adjacent commercial properties – 104 Cromer Street .

Due to compromised trading, this loss is based on only 50% of the minimum £800 hire rate per week.

LOSS SUBSUMED by June 2005 – January 2006; February 2006 – December 2007; January 2008 – December 2008.

Average loss per week (half of minimum):

£400

156 weeks:

(£62,400)

SUBSUMED

9. June 2005 to June 2008 – water ingress from burst water supply pipe into communal electricity room spreading into both adjacent commercial properties – 106-108 Cromer Street .

Due to compromised trading, this loss is based on only 50% of the minimum £1,500 hire rate per week (with 3 days booked per week at a minimum rate of £500 per day)

LOSS PARTLY SUBSUMED by July 2004 – September 2005; June 2006 to August 2007 (see below);

Average loss per week (half of minimum):

£750

156 weeks in total:

of which 40 weeks remain in the Claim:

and 116 weeks are subsumed by other claimed losses:

£30,000
(£87,000)
SUBSUMED

10. June 2006 to August 2007 – rain water ingress from pavement – 106-108 Cromer Street .

Due to compromised trading, this loss is based on only 50% of the minimum £1,500 hire rate per week (with 3 days booked per week at a minimum rate of £500 per day)

Average loss per week (half of minimum):
£750

47 weeks:

£35,250

11. May 2008 to December 2008 – rain water ingress from pavement aggravated by lack of ventilation – 106-108 Cromer Street .

Loss based on a minimum hire rate of £500 per day and a minimum of 3 days booked per week.

Average loss per week (minimum):
£1,500

34 weeks:

£51,000

12. Sept 2004 to Dec 2008 loss of potential for youth parliament – Membership 2007 – 2008 based on 15 million UK under 18's at £100 per head

£1.5 Billion

Sept 2007 – 2008 'spaceshift' UK franchise 10% of £200,000 per business of 2000 businesses nationally

40 Million

Sept 2007- 2008 'Youth Parliament' UK franchise 30% of £200,000 per business of 2000 businesses nationally

Sept 2007 – 2008 '4000 Entrepreneurs from care' UK franchise 60% of £200,000 per business of 2000 businesses nationally

Total Loss

Losses at even 1% potential

120 Million

240 Million

£1.9 Billion

£1.9 Million

New NAYPIC / Youth Parliament (NN/YP) 'Delivering a YP Economy' 31st March
2009