

RE: Brookvale Estate

To Chairperson @Brookvale <chair@brookvaleresidentsassociation.co.uk> Copy
Dan Channon <dan.channon@trinityestates.com> • admin@brookvaleresidentsassociation.co.uk •
Mark Alp <mark.alp@bellway.co.uk>

Dear Chairperson,

I write in response to your email dated 13 February 2025.

It is correct that Brookvale Management Company Limited (the **Manco**) is an entirely separate entity to the managing agent, Trinity. The Transfer document provides a right to appoint a managing agent on behalf of the Manco and this is standard industry practice. Trinity Nominees (1) Limited is the registered Secretary of the Manco, Trinity (or representatives of Trinity) are not registered directors. Similarly, appointing a managing agent as secretary is usual practice, the role of a secretary is to ensure statutory compliance with relevant company laws (amongst other things). In relation to the registered address of the Manco, the Manco's registered address is usually either Bellway's registered address or the appointed managing agent address (whilst Bellway representative remain directors), again this is standard practice as directors and secretaries would not use their personal addresses on Companies House. The Manco is a separate legal entity from Bellway and the managing agents, and we do not accept that there is any conflict of interest as suggested.

The development is substantially complete, and the usual handover process has taken place. As outlined in the terms of the Transfer document, residents covenanted to pay the relevant service charge for the upkeep of the communal land, this covenant applies from the date the resident purchases their property as such residents are not entitled to a refund of any amounts paid.

It is assumed that references to clause 26 are to clause 26 of the Contract for Sale however the relevance to the same is not understood. Clause 26 does not relate to the payment of a service charge nor does this clause impose any conditionality on the payment of a service charge. As outlined above, residents are under an obligation to pay a service charge from the date they purchase their property. At the point when Bellway representatives are in a position to resign as directors, as per clause 26 of the Contract for Sale, residents will have the opportunity to become directors at that stage.

Following receipt of your email, Bellway contacted Trinity regarding the correspondence received by residents in relation to proposed legal action due to unpaid service charge, Bellway understands that Trinity may have inadvertently issued invoices for service charge payments, in some instances, to old addresses which meant the invoice was not received by all residents. Bellway can only apologise on behalf of Trinity for this oversight, I understand that Trinity has escalated this issue internally.

I am liaising internally in relation to the queries you have raised regarding the care home and will revert when I am in a position to do so.

Kind Regards

Caroline Hardie
Head of Customer Care

01425 481601

Bellway Homes Limited (Wessex)

Embankment Way
Castleman Business Centre
Ringwood
Hampshire
BH24 1EU

[Customer Support](#)

Bellway



From: Chairperson @Brookvale <chair@brookvaleresidentsassociation.co.uk>

Sent: 13 February 2025 13:50

To: Caroline Hardie <Caroline.Hardie@bellway.co.uk>

Cc: chair@brookvaleresidentsassociation.co.uk; Mark Alp <mark.alp@bellway.co.uk>; Dan Channon <dan.channon@trinityestates.com>; admin@brookvaleresidentsassociation.co.uk; Mark Alp <mark.alp@bellway.co.uk>

Subject: Re: Brookvale Estate

ALERT: This message originated outside of Bellway's network. **BE CAUTIOUS** before clicking any link or attachment.

Dear Caroline

Thank you for your email 6 February 2025, which confirms the structure and contractual obligations of the Brookvale Management Company. We are very pleased to learn that at the point the Bellway Directors resign upon completion of the Estate that we residents are welcome to join the Manco and we note your apology at the time it has taken to resolve the issues with the Highway.

If we have interpreted your response correctly, the Manco is something which is separate from the Managing Agents, whom you have advised were selected by a tendering process. If that is the case, I am unclear why the Manco's registered offices and all its current officers are Trinity. Please could you explain that relationship in more detail – as it appears not that they are an independent Estate Management company being paid by the resident's service charge, but rather that they are directors of the Manco and that the two companies are related. This seems like quite a conflict of interest for a formal and fair tendering process.

It appears in point 3 that you are suggesting that the Managing Agents are obliged to up keep the land once the site is formally handed over to the Manco. In point 5 you state; 'When the development is completed'. I believe therefore that both Bellway and the residents are in agreement that the Brookvale site is not complete. Please would you clarify why the site has been handed over to the Managing Agents and the residents have commenced paying a service charge for an incomplete project.

It is disappointing that the dispute over the land to the North of the site has taken so long but the most concerning thing is why you have instructed Trinity to charge the residents for the upkeep of land, including but

not limited to; Landscaping areas which belong to the care home and repairs for roads which have not been handed over.

Why does Bellway feel that the Highways issue has afforded them the right to leave the remainder of the estate unfinished?

The Residents Association and individual residents have been engaging with Dan Channon regarding the aspects of the site which they consider to be unfinished, however it would appear that we currently have no relationship with Trinity Estates as the land has not been officially transferred to them and you/they can not legally enforce the charges under clause 26. As such we intend to write to ask them to refund all monies taken from the residents in payment for service charges for the estate which they are not yet liable for.

It is also very unclear why the Independent Managing Agents have threatened legal action against the Residents for non payment of service charges which are not due and have even gone so far to have charged them for handing the "debt" over to an External recovery agent, whose directors match those of the Managing Agent. This appears both unfair and unreasonable and we feel the residents are being treated very poorly under these circumstances.

Putting the issues with Trinity to one side, your letter clearly explains why we are not entitled to sight of the handover document, because it will not be Trinity's or the Residents responsibility to negotiate or discuss them. We will shortly be sharing a list we have compiled of defects and incomplete items from around the estate which we would like to ensure you have factored into your final handover. We would like to meet with your Directors prior to them resigning from the estate to ensure that all aspects have been completed.

As no residents have been invited to join the Manco as directors, either before now or in your letter, we assume that you can not legally enforce the charges under clause 26.

We assume as you have mobilized Trinity Estate ahead of site completion that you will be happy to reimburse them for the costs that they will have incurred on your behalf, as no doubt once the residents have been refunded for all the service charges which were not due they will be at a deficit for the works they have undertaken on your behalf. It may be as they are one and the same as your organization, that such a refund wont be required, but that will be your issue to resolve.

The Residents are also keen to understand how the 74 bed care home drains are being connected as we want to be certain that the waste from that area will not be connected to the drains that the Manco will eventually assume responsibility for. Many of the residents have expressed concern that the Plans for the care home differ somewhat from what they were initially intended and we would like you to confirm if that Planning Application and scope has changed over the duration of your ongoing issues.

We understand that usually private estates like Brookvale are not adopted by the local council unless there are services vital to the community on the estate. We are of the opinion that a large care home might fall into that category and would like to begin these enquiries as early as possible. As the current plans appear to show Brookvale residents paying for lighting along the access ways to a care home we are not responsible for, we are very keen to begin these discussions with the council as early as possible.

We look forward to receiving your written response at your earliest convenience. In the meantime, the resident's association are hosting an Open day on 23 February, you and any other Bellway representatives are very welcome to come along to discuss the issues in person should you wish to do so.

Yours sincerely

The Chairman
Brookvale Residents Association

On 6 Feb 2025, at 12:20, Caroline Hardie <Caroline.Hardie@bellway.co.uk> wrote:

Dear Acting Chair,

Following my email dated 20th January, 2025, I am now in a position to respond in full and feel that it is important to set out Bellway's contractual obligations and provide an overview of the current structure of the management company for the Brookvale development:-

1. As you are no doubt aware, Brookvale Management Company Limited (crn: 12098396) (the **Manco**) was set up to manage the communal areas and facilities at the Development. It is standard practice for most housebuilders to set up a management company which will ultimately be responsible for the upkeep and management of a development following completion (subject to the payment of a service charge by residents).
2. At the point when the Manco is incorporated, it is usually the case that a development has not yet been constructed and as such, Bellway representatives will be appointed as directors.
3. A tendering process will then be undertaken where managing agents (such as Trinity Estates) are invited to tender for the works to upkeep the Development. Subject to the outcome of that process, a managing agent will be selected and an agreement between the Manco and the managing agent will be entered into. This agreement is usually for a set number of years, and after expiry a similar tendering process will need to be undertaken and a new managing agent can be appointed if necessary. Please note, it is not until the site is formally handed over to the Manco that it becomes the managing agents responsibility to upkeep the land.
4. I note in your letter you query whether there are plans in place to accommodate a residents management company. We would kindly point out that the Manco is a resident run management company, I would refer you to clause 26 of the Contract for Sale entered into between Bellway and all plot purchasers. Clause 26 states (amongst other things) that upon completion of the purchase of a property at the Development, the purchaser agrees to become a member of the Manco, and if requested to do, will accept the appointment as a Director or Secretary of the Manco.
5. At the point in time which the Development is completed (i.e. when all plots are sold, open spaces are completed and roads adopted by the local Highways Authority) Bellway will (1) appoint its solicitors to formally transfer the open space at the Development to the Manco and (2) resign as Directors of the Manco.
6. Following the resignation of the Bellway representatives, residents who wish to become Directors of the Manco are free to do so. Irrespective of whether a resident becomes a director, all residents are members of the Manco and have various rights as members (as set out in the Manco's Articles of Association).

7. It is acknowledged that currently Bellway representatives remain the Directors of the Manco, this is due to delays with the adoption of the roads at the Development. Unfortunately these delays are outside of Bellway's control due to the involvement of an independent third party. Rest assured that Bellway remain committed to working with the local Highways Authority to arrange for the roads to be adopted, at which time, the Bellway directors will resign from the Manco and the process outlined above will be completed.

We note in the letter that you make various requests, i.e. inspection of documents, to be invited to meetings etc. As outlined above, at the point in time when the land is formally transferred to the Manco, and the Bellway representatives resign as Directors of the Manco, as a resident, and a member of the Manco, you would have various rights as set out in the Manco's Articles of Association. Such rights includes, amongst other things, attendance at meetings. Whilst it is your prerogative to do so, in circumstances where the Manco is intended to be a resident run management company, it is not necessary to set up a residents association.

Whilst we note your request for the common parts at the Development to be transferred to Brookvale Residents Association, unfortunately Bellway would be unable to agree to such transfer. Bellway is contractually obliged to transfer the applicable land to the Manco and, as such, would be unable to agree to any other such transfers.

Bellway acknowledges the delays with the formal transfer of the land to the Manco, and the subsequent resignation of the Bellway representatives as directors of the Manco. This is due to the delays with the adoption of the roads at the Development, please be rest assured that Bellway remain committed to resolving the issues with the local Highway Authority. Following the adoption of the roads, the transfer and resignation process will be completed, at which point residents can choose to become Directors of the Manco.

We will endeavour to keep all residents updated with progress made to have the roads at the Development adopted and we thank you and your fellow residents for your continued patience.

Kind Regards

Caroline Hardie
Head of Customer Care

—
[01425 481601](tel:01425481601)
Bellway Homes Limited (Wessex)
Embankment Way
Castleman Business Centre
Ringwood
Hampshire
BH24 1EU
[Customer Support](#)

From: Head of Customer Care - Wessex

Sent: 20 January 2025 12:37

To: Acting Chair <chair@brookvaleresidentsassociation.co.uk>; Mark Alp <mark.alp@bellway.co.uk>;
dan.channon@trinityestates.com; admin@brookvaleresidentsassociation.co.uk

Subject: RE: Brookvale Estate

Dear Acting Chair,

Thank you for your further email.

I am currently liaising with several internal teams and hope to send a full response to you all within 30 days of your original communication, so by 9th February, 2025.

Kind Regards

From: Acting Chair <chair@brookvaleresidentsassociation.co.uk>

Sent: 20 January 2025 08:58

To: Head of Customer Care - Wessex <headofcustomercare_wessex@bellway.co.uk>; Amy Habgood <amy.habgood@bellway.co.uk>; Mark Alp <mark.alp@bellway.co.uk>; dan.channon@trinityestates.com; admin@brookvaleresidentsassociation.co.uk

Subject: RE: Brookvale Estate

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Dear Head of Customer Care

Thank you for your response.

Please can you clarify what those timescales are?

Kind regards

Acting Chairperson

On 09/01/2025 16:09 GMT Head of Customer Care - Wessex <headofcustomercare_wessex@bellway.co.uk> wrote:

Dear Acting Chairperson,

Thank you for copying me into the correspondence sent to Mr Honeyman today.

As Mr Honeyman isn't involved with the day to day operation of the Wessex region, I will review all the points raised and arrange a substantive response in line with our timescales. I will ensure that Group are copied into my response so that there is a full record.

If you have any further questions in the meantime please feel free to email me directly.

Kind Regards

Head of Customer Care - Wessex

Wessex
Embankment Way
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Hampshire
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01425 477 666

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From: Acting Chair <chair@brookvaleresidentsassociation.co.uk>

Sent: 09 January 2025 12:57

To: Amy Habgood <amy.habgood@bellway.co.uk>; Mark Alp <mark.alp@bellway.co.uk>;
dan.channon@trinityestates.com; Head of Customer Care - Wessex
<headofcustomercare_wessex@bellway.co.uk>; admin@brookvaleresidentsassociation.co.uk

Subject: Brookvale Estate

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Dear All

Please find attached copies of the correspondence issued to Mr Honeyman by Recorded Delivery today.

Yours sincerely

Acting Chairperson
Brookvale Residents Association

c/o 6 Wren Grove, Havant, PO9 5FL

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