

Mr Patrick Moyle
Brian Gale & Associates
Marcus House
8 West Street
Reigate
Surrey
RH2 9BS

By Special Delivery

23 August 2004

Dear Mr Moyle

Royal Mail specialdelivery
guaranteed by 12 noon next day

to Name Brian Gale (As)
Address MARCUS HOUSE
8 West Street
Reigate Surrey
Postcode RH2 9BS

Moneyback guarantee for delay. You can claim compensation of up to £250 for lost or damaged items.

● Tick if you want a higher than standard compensation limit (this costs more).
Tick one level Up to £1,000 Up to £2,500

● Write your address below.

● Hand this label and your package in at a Post Office® branch.

Ref: ZU 2831 5155 9GB

Royal Mail specialdelivery
guaranteed by 12 noon next day

to Name Martin Russell Jones
Address 5 Watford Way
Mendon Court Road
London
Postcode NW4 3JL

Moneyback guarantee for delay. You can claim compensation of up to £250 for lost or damaged items.

● Tick if you want a higher than standard compensation limit (this costs more).
Tick one level Up to £1,000 Up to £2,500

● Write your address below.

● Hand this label and your package in at a Post Office® branch.

Ref: ZU 2831 5154 5GB

I acknowledge receipt of your letter dated 19 August 2004.

Events that have taken place since December 2001 when Mr Gale addressed his tender to conduct the condition survey of Jefferson House to "The Office, Jefferson House" instead of, as one would expect to MRJ, have very clearly demonstrated who BGA perceives its client to be. In the process, BGA has also demonstrated that it is prepared to make false statements in support of its client.

Therefore, against this background, I dispute your statement that you "will act in an independent manner". You act for Steel Services, including being its communication channel: your statement that: "We have been informed by Steel Services that they are not prepared to appoint another firm of surveyors". Furthermore: who will you consider your duty of care to be to? Who will be paying your fees? ||

A discussion with my insurer leads me to conclude that:

- Should damage occur to the contents of my flat and /or its internal parts as a result of the works, this would lead me to claim against the contractor's insurer. You would not be claiming on my behalf.
- Therefore, your statement that your "clients have no intention of being forced to pay for damage which is not their responsibility" is irrelevant.
- Should I have a claim against the contractor's insurer your responsibility is limited to ensuring that the contractor has the necessary insurance cover. **Please, provide me with a copy of the contractor's insurance as I need to ascertain that it will cover my contents and its internal parts.** (In the same way that your client should ensure that the contractor's insurance covers what your client is responsible for). ||

There is therefore no validity in your claim that you need to undertake a condition survey of my flat for the reasons you have stated. (I note the typical exaggeration of your statement: "You have been given the opportunity on numerous occasions...").

You state that "We understand that significant damage has occurred to your flat in the past where water has penetrated from leaking pipes...". There has never been any communication from me to this effect. What is the source of your information? Is this perhaps something that I should be anticipating? Let me make it very clear that, if any damage occurs to my flat, I will, as appropriate, use all relevant correspondence and materials in support of my action. ||

Yours sincerely


Noëlle Rawé

cc. Barry Martin, Martin Russell Jones