

# LITTLE MEADOWS (CRANLEIGH) MANAGEMENT COMPANY LIMITED

Correspondence address :

20 MARJORAM AVENUE  
CRANLEIGH  
GU6 8GS

24 July 2023

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SENT BY "SIGNED FOR" MAIL

FirstPort Property Services No. 10 Limited,  
formerly known as and called DJC Property Management Ltd.,  
Queensway House,  
11 Queensway,  
New Milton,  
BH25 5NR

Copy to : FirstPort Group Ltd, Queensway House, 11 Queensway, New Milton, BH25 5NR.

Dear Sir

## **Little Meadows (Cranleigh) Management Company Ltd**

We refer to the written Management Agreement entered into on 08 January 2019 between DJC Property Management Ltd (which changed its name to FirstPort Property Services No. 10 Limited as from 12 July 2023) (hereafter referred to as "DJC") and Little Meadows (Cranleigh) Management Company Ltd (hereafter "LMC") which was for a fixed term of five (5) years, terminating on 07 January 2024.

You will note that the Management Agreement [clause 11] was/is only assignable with LMC's written consent. No such consent has been given and thus the Directors of LMC do not know by what authority or on what basis the company known as FirstPort Group Ltd has purported to act on behalf of LMC and/or correspond with owners of properties at Little Meadow, Cranleigh up to 12 July 2023. DJC is required to explain. If FirstPort Group Ltd has purchased all or most of the shares in DJC, that does not give rise to any contractual arrangements existing between LMC and FirstPort Group Ltd.

**We refer to clause 12.1 of the Management Agreement and hereby give you notice that at the expiry of the fixed five year term (07 January 2024) the agreement will terminate absolutely and will not continue as a "rolling contract until the end of the next anniversary."**

Within 10 days of termination, that is by 17 January 2024, you must :

- a. Credit all and any monies held in trust for, or held on behalf of, LMC to its bank account, full details whereof will be provided to you in due time.
- b. Furnish the Directors with up to date accounts to 07 January 2024.

- c. Provide all books, documents and records held by you for or on behalf of the company, including all and any books, documents and records held electronically.
- d. Provide a list of each and every commission arrangement that was “already declared” (within the meaning of clause 6.3 of the Management Agreement), as at 08 January 2019.
- e. In respect of all and any commission arrangements not “already declared”, each and every commission received by DJC (or any of its associated companies) during the fixed 5 year term of the Management Agreement.

We also give you notice that at a Board Meeting held on 22 July 2023 the Directors of LMC **resolved as follows** :

1. That as from the date of receipt of this letter neither DJC Property Management Ltd nor FirstPort Property Services No. 10 Ltd has authority to :
  - a. Make any payments on behalf of LMC (to any company, person or organisation whatsoever, including DJC) in excess of £250 + VAT without the express written authority of the Board of Directors of LMC. (As and when necessary DJC must send the Board of Directors a list of proposed payments and seek authority to pay same, whereupon the Board of Directors will respond timeously). [Clause 9.6].
  - b. Issue any legal proceedings for and on behalf of LMC without the express written authority of the Board of Directors of LMC.
  - c. Incur any legal costs (to any barristers, solicitors or otherwise) without the express written authority of the Board of Directors of LMC,

and that DJC and First Port Group Ltd be given written notice thereof. (The foregoing is subject to clause 7.2 of the Management Agreement and all and any payments properly due to DJC being authorised as provided for by clause 7.2 of the Management Agreement.)

2. That prior to sending out any half yearly demands in September 2023 DJC must present the estimated annual budget to the Board of Directors of LMC for approval or amendment.

DJC is required to note and act in accordance with the foregoing resolutions.

The Board of Directors also requires DJC to send an up to date list of debtors to LMC with details of the amount due from each and a breakdown thereof, plus a summary of LMC’s current financial position, within 14 days of receipt of this letter. The breakdown should make it clear whether any such sums include irrecoverable “administration fees” which DJC and/or First PortGroup Ltd have purported to be entitled to levy.

**Yours faithfully**

**[ORIGINAL COPY SIGNED]**

**Colin Harbour**  
**Managing Director**