

IN THE COUNTY COURT AT WATFORD

Claim No. K00WD700

BETWEEN

FLEXSPACE NO.2 LLP

Claimant

and

(1) BOSECOM LIMITED

(2) RAVI KUMAR BOSE

Defendants

FIRST WITNESS STATEMENT OF RAVI KUMAR BOSE

I, RAVI KUMAR BOSE of BOSECOM LIMITED of Registered Office Unit 6, Park House 15-19 Greenhill Crescent Watford WD18 8PH is telling the truth, I swear by it. I do not pretend to be a solicitor or know law to any degree; I believe in the truth and stand by it. I apologise to the court for the length of any and all statements, incorrect formatting or otherwise. I have done everything possible to relay the facts and remove any emotion from the experience in this statement. My only request is that all of my statement below and Particulars of Defence be read.

Defence Exhibits can be found on this web link:

The password is bosecom

<https://bosecom.org.uk/K00WD700>

1. In the forthcoming defence and counterclaim, I present evidence to rebut every argument raised by Claimant against us. This documentation will illuminate the detrimental impact Claimant's actions have had on our business, encompassing reputational damage, financial loss, shattered business partnerships, stymied growth, and personal distress.
2. Contrary to Claimant's claim that we forfeited the Lease, I provide significant proof, including video documentation, written communication and relevant timelines, to demonstrate their breach of the Lease agreement. They've gone so far as to refund Rent payments made by BOSECOM LIMITED in an attempt to deceive the court into viewing their actions as warranted. From the beginning of our Lease, we have been unjustly treated by Claimant.

3. I propose that Claimant's intent to evict BOSECOM LIMITED is due to their upcoming renovation plans. I have secured multiple license agreements from current tenants that indicate the licenses set to end this September 2023. We are one of the few tenants at Park House with over a year left on our Lease. The recent lockouts and lack of communication are, I argue, strategic moves by Claimant to bypass compensating BOSECOM LIMITED for the remaining Lease duration and for damages inflicted due to their negligence over the course of our entire stay. Details of additional damages will be outlined in the subsequent claim.
4. While I am not a legal expert, my assertions have been informed by in-depth discussions with several barristers and solicitors. These professionals have affirmed that, should my claims hold true, the landlord has indeed violated the Lease terms however I am confident the court will quickly dismantle the lies with lesser arguments than I have provided. I will also demonstrate that Claimant's tactics are part of a broader pattern of conduct that needs redress.
5. A particularly alarming concern is that Claimant, a portfolio commercial landlord, has not just resorted to deceptive and abhorrent tactics, but has done so consistently and unapologetically. This reveals a deeply entrenched pattern of unethical conduct, lacking even a modicum of basic human decency. Their actions don't merely raise an eyebrow; they sound the alarm on the nefarious lengths some entities are willing to go to in pursuit of unchecked self-interest.
6. Disturbingly, they also display a callous indifference towards those with lesser incomes whom they believe lack the financial capital to face them in court, they employ tactics to bully, with no response to their tenants, unwarranted lockouts, refusal to follow their own Lease and obligations within, they have the very simple understanding that "most small businesses won't go to court and so we can do whatever we want" further demonstrating their predatory nature.
7. It's deeply troubling to observe the extent to which some entities will go in pursuit of their own interests, even if it means trampling on the rights and well-being of others. This isn't just about a singular legal battle or dispute; it's reflective of a much larger systemic issue where powerful players exploit their positions, manipulate narratives, and bend rules to their advantage.
8. I however, have profound faith in our legal system and have always sought to approach this matter with integrity. I have neither the intention nor the desire to distort facts or present falsehoods. Every claim I make is substantiated by evidence unlike what has already been

provided to the court. I only ask the court to review everything I have written and done and base your conclusions on the facts with all evidence.

Defence - Rebuttals

Challenge to the "FIRST WITNESS STATEMENT OF THOMAS RICHARD TYLER" and "PARTICULARS OF THE CLAIM"

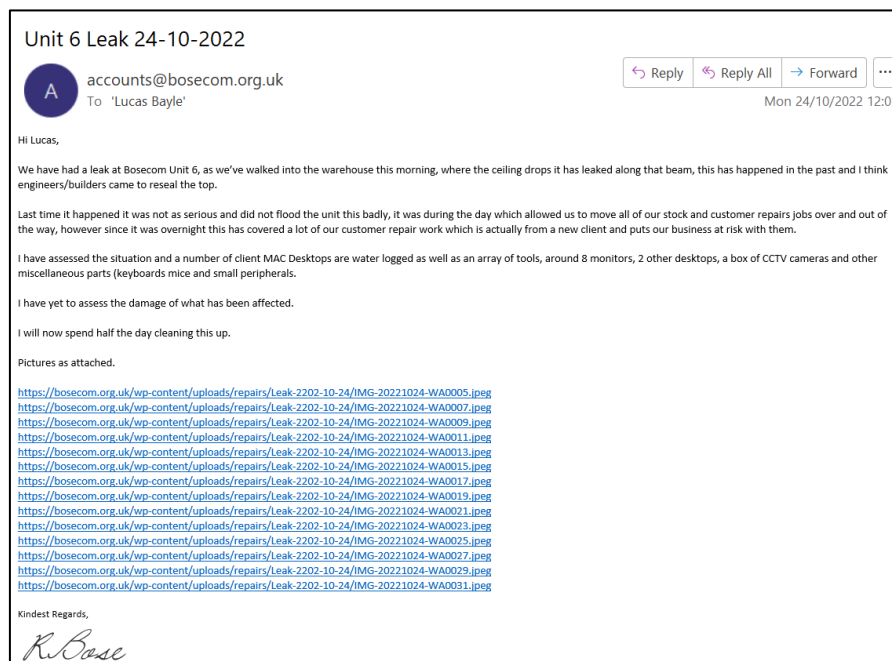
Extract point 6 from the FIRST WITNESS STATEMENT OF THOMAS RICHARD TYLER:

6. "By 26 April 2023, the First Defendant had not settled the outstanding amounts. According to the Lease's Clause 9.1, the Claimant may forfeit the Lease by re-entry should any Rent be overdue for a span of ten days. Consequently, on 26 April 2023, I authorised Lock father to modify the locks, and we re-entered the property peacefully, thereby forfeiting the Lease."

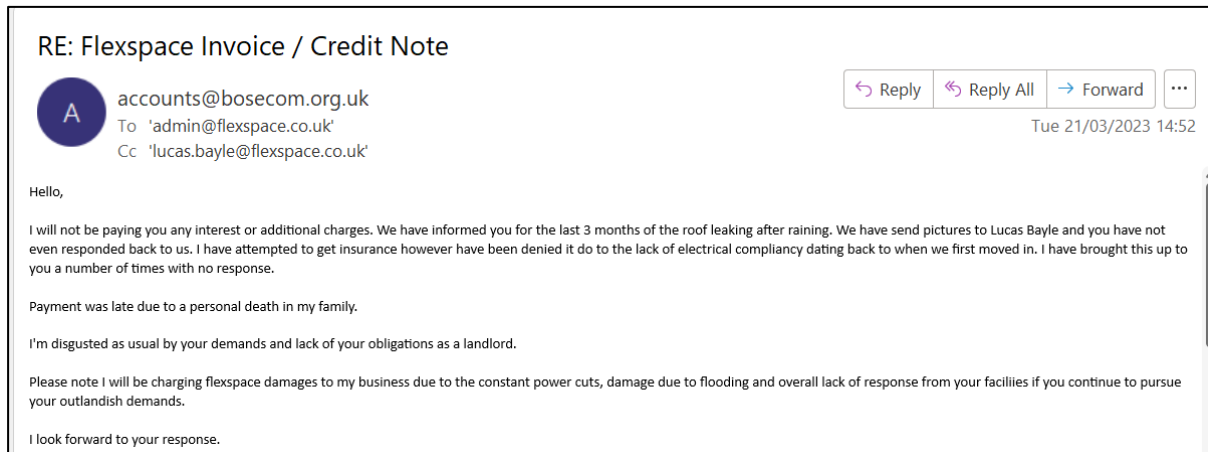
Counter Arguments

In Response to Points 6:

9. The rationale behind withholding these rents was due to the Claimant's consistent negligence in addressing a severe roof leak, I was hoping that they would have contacted us in response to my action. Besides this breach of the Lease Clause 5.1, there are many other breaches of their own Lease with us, alongside their failure to either compensate us or commit to remedying the situation the roof leak is a Common Part since the roof of where the leak occurred is a fire escape. This ordeal, which spanned 6 months prior to the aforementioned lockout, is substantiated in the attached [\[Defence Exhibit 1A – Roof Leak\]](#) which outlines on the 24/10/2022 a flood that happened the night prior. Below is a pertinent screenshot:



10. Subsequent to this email communication, we were met with silence from Claimant, even when a second leak inflicted further damage to our property. This incident was duly reported to Claimant's as shown in [\[Defence Exhibit 1B – Roof Leak\]](#).



11. The email was sent to the centre manager and Claimant administration as was the first. (This incident is part of the First Defendant's Claim). I never received any correspondence to this email communication ever.

Extract point 7 from the FIRST WITNESS STATEMENT OF THOMAS RICHARD TYLER:

7. "This was executed by changing the locks and affixing sheet metal to the entrance. I am informed that this was successful forfeiture brought the Lease to its conclusion."

Counter Argument

In Response to Point 7:

12. At no point were either I or my contractors at Bosecom apprised of the situation. Upon our arrival on the premises, we were confronted with sheet metal obstructing one of the doors. Notably absent were any visible eviction notices, whether on the fire doors, side entrance, shutter, or main entryway.
13. There was a conspicuous lack of communication, electronic or otherwise, indicating any form of Lease forfeiture. Both my team and I, given the absence of any formal communication, presumed this act to be a practical jest, a notion further cemented when we gained unobstructed access through an unlocked side entrance. Previous experiences with similar pranks lent credence to our assumptions.
14. I categorically reject the notion that the forfeiture was executed correctly; it simply was not. Had it been appropriately carried out, access to the property would have been entirely restricted. This leads me to pose some direct questions:

- How was it that we could effortlessly access the property without any hindrance?
 - Where are the documented proofs, be it a notice, correspondence, or any form of communication, indicating a legitimate forfeiture?
 - Why haven't any on-site staff from Claimant provided testimonies?
15. Neither Lucas Bayle (Centre Manager) nor Matt Clark (Caretaker) have offered statements indicating that the property was securely locked or alleging that any BOSECOM LIMITED personnel unlawfully gained entry. In fact, upon their return, I distinctly informed Matt Clark that our entry point was the side entrance.
16. My contractor entered the premises seamlessly. Neither of the Claimants staff reached out to law enforcement to report a trespass, nor did they document the manner of our entry.
17. Based on these observations, I conclude that the purported "Forfeiture" lacks validity, especially given the absence of any clear communication affirming its legitimacy. Had they effectively secured all potential access points to the unit, our perceptions and actions would have certainly differed.

Extract point 8 from the FIRST WITNESS STATEMENT OF THOMAS RICHARD TYLER:

8. "After forfeiture on 26 April 2023, the First Defendant paid the arrears and initially tried to argue they had paid on 25 April 2023 by changing the date on the payment confirmation. I understand the First defendant has since admitted the funds were paid after the forfeiture had taken place. Our accounts make it clear the funds were received after the forfeiture had taken place. The defendant's actions in trying to deceive us in this way are naturally very concerning."

Counter Argument

In Response to Point 8:

18. The Claimant clearly states that we had paid them, even though we withheld payment due to the ongoing roof leaks and damages to our property. Though not intended to be that late, what they fail to mention to the court in their documentation is that they kept the monies for months and BOSECOM LIMITED's deposit has never been returned or negotiated.
19. Amidst the prevailing ambiguity and in the absence of any official eviction documentation, I initiated communication with all BOSECOM LIMITED's contracted staff members to find out what was going in a bid to fathom the unfolding situation. Particularly, I sought clarity on whether this could be a potential prank or if there existed a plausible alternative explanation.

20. In the midst of this, I had an interaction with the centre manager who informed me about the forfeiture of the Lease. Armed with the assurance from Tim Doherty regarding the payment, I conveyed the same to the centre manager. Post this discussion, upon seeking evidence from Tim Doherty whom stated to me over the phone that he had paid last night, I was presented with a screenshot indicating a payment date of 25 April, contradicting my explicit directive for timely payment on the 8th April 2023.
21. The payment transaction evidence he provided to me via email bore the date of 25 April 2023 and in good faith without even looking at the evidence at my disposal, I forwarded this information to Claimant. It's noteworthy that post this communication on 26 April 2023, FlexSpace remained unresponsive, as evidenced by [\[Defence Exhibit 3 – Payment Proof Email\]](#) screenshotted below.
22. For clarity, [\[Defence Exhibit 2 – Payment Instruction\]](#) delineates my email correspondence with Tim dated 3 April, wherein I instructed him to execute the payment by the forthcoming Saturday (8 April 2023) which would be within the 10-day period. The payment was held to elicit a communication from the Claimant.

Bosecom Unit 6 Watford



administrator@bosecom.uk

To 'Ana.oepfen@flexspace.co.uk'

Cc 'lucas.bayle@flexspace.co.uk'; 'Credit Control'



You forwarded this message on 26/04/2023 11:24.

Good Morning,

We have arrived only to find you have locked the building from the outside.

We have not received any letters or communications regarding this being your process Nor this happening. Furthermore, rent was paid to you last night in full. Screenshot below:

A Faster Payment of £3,403.20 was taken from your account.

TRANSACTION TYPE:

Faster Payments Outgoing (FPO) ?

REFERENCE:

FLEXSPACE UNIT 6
300000001124141147
BOSEC001H
308012 10

DATE OF TRANSACTION:

Tuesday 25 April 2023

TIME OF TRANSACTION:

07:46

[➤ Help with this transaction](#)

Let me be clear why rent was held on our side. We have over the last 5 months asked for the roof leaking and damaging our electronics to be fixed. We have yet to have that fixed or any email acknowledging such issues. We have explained to you on a number of occasions @LucasBayle that we cannot get insurance on this unit as it is not electrically compliant as assessed by our insurance company.

We have paid you on time for over 3 years and you have our deposit, not only this but you have not communicated said issues to us.

I would appreciate a contact from the appropriate person regarding the situation.

Kindest Regards,

23. Our preliminary engagement with the legal representatives at FREETHS began later that very day, with our email exchange commencing at precisely 16:23. The contents of this email

chain, provided in [\[Defence Exhibit 4A - Initial Contact with FREETHS\]](#) and [\[Defence Exhibit 4B - Letter from FREETHS\]](#), they have also lied to their solicitors stating I have been verbally abusive with no evidence or threats in fact, the only threat I ever made was to take them to court.

24. They also unequivocally demonstrate that there was a clear disinclination on their part to refund my deposit there was no mention of the damages left due to flooding or otherwise.
25. Moreover, at no juncture did they offer an amicable resolution to the impasse, just told us to leave, effectively thinking that we could just stop trading and damage our reputation further with nearly £500,000 of equipment within the unit.

Extract point 9 from the FIRST WITNESS STATEMENT OF THOMAS RICHARD TYLER:

9. "Remarkably, after forfeiture had taken place on 26 April 2023, the Defendants broke into the property and re-took possession despite the Lease having ceased to exist and without it therefore having any right of occupation. "

Counter Argument

In Response to Point 9:

26. As elucidated in the counter argument to point 8, our entry into the property was via an accessible unlocked door, an entrance that we were always entitled to use. At no juncture were we under the impression of committing any illegality, primarily because we weren't. A critical observation on the statement made by the Claimant leads me to query the phrase "broke into". I ask the questions to the Claimant:
 - Where is the tangible evidence substantiating this supposed breach?
 - Was there any recourse to law enforcement?
 - Are there witness testimonies corroborating this claim of forced entry?
27. Notably, the centre manager Lucas Bayle made his presence known and subsequently departed before we had entered the building through the side entrance, yet failed to provide any evidence or testimonies supporting this alleged break-in. This appears to be a strategic manoeuvre to cast a shadow on our intentions and actions.

28. Furthermore, the Claimant's assertion in point 7, which alleges that we were locked out without any prescribed protocol or notification, is patently flawed. In our assessment, the absence of a proper eviction notice provided us the legitimate right to re-enter the property peacefully as well as the blatant fact that they did not successfully lock all the doors permitting entry to the premises and finally that we did not even know at the time whom had locked the doors whether staff or FLEXSPACE NO2 LLP.
29. It's imperative to highlight that THOMAS RICHARD TYLER, on his own admission in point 8, where he states that "the First Defendant paid the arrears". A logical and expected action for any seasoned commercial landlord which of course he is, would be to promptly return the payment if they were firm in their stance of Lease forfeiture. Contrarily, not only did Claimant maintain complete radio silence, but they also retained the funds. To us this was a clear acceptance of our tenancy.
30. To add to this, I settled the Rent invoice for May on 5th May [\[Defence Exhibit 4C – Invoice from FLEXSPACE Issued 17-04-2023\]](#), as FLEXSPACE NO2 LLP direct debit system faltered in its usual withdrawal on the month's commencement. Neither of these payments were refunded immediately. Further accepting our tenancy.

05 May 23	FLEXSPACE UNIT 6 400000001132079153 BOSEC001H 308012 10 05MAY23 16:08	FPO	3,403.20
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31. I was well informed by a multitude of professionals expressing that a landlord's acceptance of Rent post an alleged forfeiture precludes them from asserting said forfeiture – a stance that not only resonates legally but logically as well. I was informed of the term e-stopped.
32. Moreover, from the Claimants entire claim there's a conspicuous period of inactivity between 26 April 2023 and early June 2023, during which FLEXSPACE NO2 LLP refrained from any communication or any action towards BOSECOM LIMITED.
33. Given their silent acceptance of our payments, we assumed our tenant rights were intact. Concurrently, we had also installed a remote-control shutter in fear that FLEXSPACE NO2 LLP might perform these draconian actions in similar way by locking us out again.
34. This was explained to be a possibility to us by multiple former and current tenants, one of which claimed they were informed by the centre manager. From 26 April 2023 onwards we were preparing to find alternative premises.

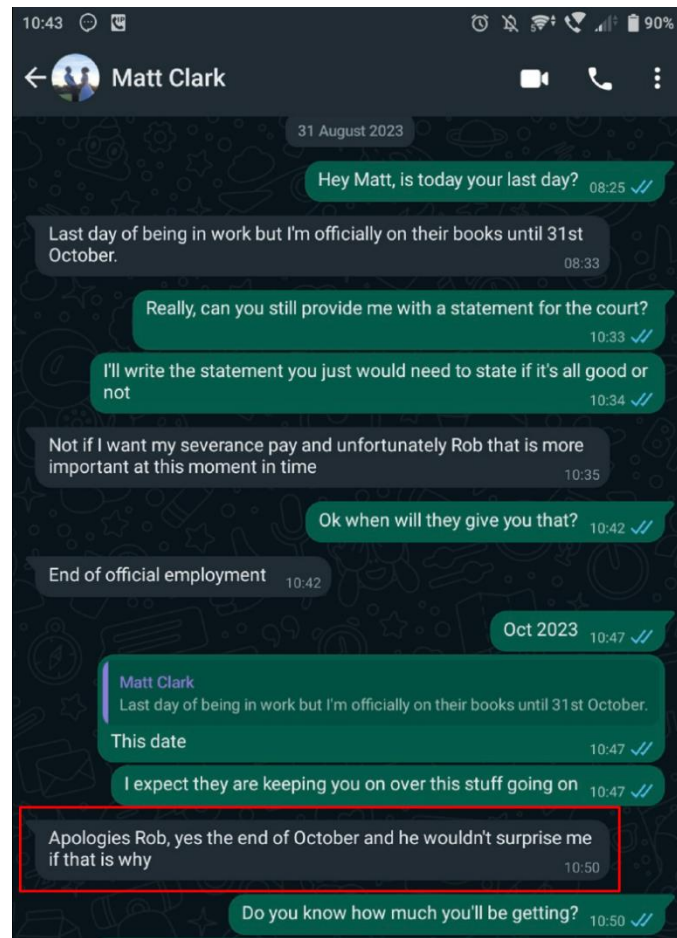
Extract point 10 from the FIRST WITNESS STATEMENT OF THOMAS RICHARD TYLER:

10. "Accordingly on 11 June 2023 I instructed a company called VPS to assist with re-taking possession of the Property from the now trespassing Defendants. This was duly done."

Counter Argument

In Response to Point 10:

35. The assertion made is patently false, as the premises were locked on the morning of 10 June 2023, specifically at 6:28am. I possess video footage, linked here [\[Defence Exhibit 5 – 10-06-2023 Lockout Video Footage\]](#), captured on the said date at 6:28am. While my camera footage doesn't exhibit timecodes, its unaltered title clearly presents the date and time.
36. The video shows the presence of VPS, along with security company K9 Patrol and a security dog, outside the premises. If there's a need for independent video validation, I would encourage the Claimant to authenticate it using my security system. The video recordings are segmented into 30-minute intervals. A detailed breakdown of timecodes and event markers can be found on at the top, which reflects VPS's date and time of attendance.
37. Moreover, while the Claimant did secure all but one of the entrances, including side entrances, fire exits, and the primary door, the shutter remained unlocked. To this end, we had rightfully installed a shutter control mechanism to ensure property access. It's vital to highlight that after locking the fire doors, a subsequent inspection by HSA mandated FLEXSPACE LLP NO2 to lift restrictions off all doors.
38. It's confirmable that Matt Clark, the site's caretaker and maintenance head, employed and directed by FLEXSPACE NO2 LLP, was present both on 10 June 2023 and previously on 26 April 2023. Due to the impending site renovations, Matt Clark's position was deemed redundant, with his tenure concluding on 31 August 2023. Yet, given his critical testimony that could expose the fallacies, FLEXSPACE NO2 LLP extended his payroll until October's end, post which he is scheduled to receive his severance.
39. I approached Matt Clark via WhatsApp, seeking his honest testimony. However, he declined, likely motivated by concerns regarding his severance package. This correspondence can be viewed at [\[Defence Exhibit 6 – Matt Clark Character Flexspace\]](#).



40. The revelation by Matt Clark, suggesting that he suspects his employer retained him to deter him from testifying in court, speaks volumes about FLEXSPACE NO2 LLP's dealings with both their tenants and employees. Such a sentiment would not emerge if there wasn't a semblance of truth to it. To validate these claims, a straightforward court order requisitioning testimony from VPS, K9 PATROL, or MATT CLARK can corroborate my assertions.
41. THOMAS RICHARD TYLER purports to have engaged VPS on 11 June 2023, but conveniently omits the intended date for the lockout completion. This was left out from the court on purpose. Furthermore, an accompanying police letter confirms the presence of law enforcement on 11 June 2023 [\[Defence Exhibit 7A – Police Letter\]](#).



Private and Confidential

Mr Ravi Kumar Bose
50 Beresford Avenue
London
W7 3AL

R.K.BOSE@MSN.COM

Date: 21st August 2023
Our Ref: DPR2023/05058
Contact: Information Rights
Email: : dataprotection@beds.police.uk

Dear Mr Ravi Kumar Bose,

I am writing to you in relation to your subject access request DPR2023/05058. Your request was received on 23rd July 2023 by Hertfordshire Police Force.

I am still working on your request regarding the body worn footage. The footage has gone to a specialist department, and I am waiting to receive the body worn footage for disclosure.

Therefore, my response to you will be delayed. Please be assured I am working on your request as a priority, and I will send my reply as soon as possible.

***** Please note I can only provide one of the body worn footages you have requested however I can confirm both dates and time for each *****

First visit (not included in disclosure) 14:53 on the 11/06/23
Second visit – 22:17 on the 11/06/23

Yours sincerely

Paige 8114

42. If THOMAS RICHARD TYLER issued instructions on Sunday, 11 June 2023, it implies an immediate response from VPS. However, this does not align with the captured footage. Where is the evidence supporting this instruction? VPS can readily confirm the veracity of this claim.
43. I possess video evidence, dated 11 June 2023, showing customers arriving for their equipment, leading to police intervention [\[Defence Exhibit 7B – Attending due to angry customers\]](#). Further, the bodycam footage from the police who attended, matched with BOSECOM LIMITED's CCTV recordings and time codes, offers a detailed account of the events [\[Defence Exhibit 7C – Timecode Match our CCTV\]](#). In one segment, a security officer can be heard saying, “the doors were locked yesterday,” referring to 10 June 2023.
44. In another segment [\[Defence Exhibit 7D - Police Verifying the Lease and Rent Payments\]](#), officers can be seen requesting my identification and confirming my right to be on the premises. Interestingly, neither the security staff nor the Premises had any notice off eviction or lease forfeiture. The footage clearly depicts us accessing the unit without any obstacles or causing damage.

45. The significance of the door being locked on 10 June 2023 is anchored in Lease agreement 9.1.1 which states:

“The Rent, in additional Rents or any other sums payable under this Lease is outstanding for ten days after becoming due whether formally demanded or not.”

46. With the rent due on the 1st of every month via direct debit, based on the stipulation above, the premises should only have been locked from the 12th of June 2023, starting at midnight. Any action before this date means a breach of their own Leasehold terms, thereby forfeiting the Lease. It is clear why THOMAS RICHARD TYLER has misrepresented the date of his directive to VPS.
47. This discrepancy further clouds the court's understanding of the events. The Claimant's assertion of our trespassing status from 26 April 2023 begs the question: why then is there confusion regarding the June lockout dates?
48. It implies that our payments before the 12th were accepted and that we were accepted as tenants up until the lockout of 10th June 2023.
49. More so in the absence of an invoice from the Claimant and the lack of the routine direct debit procedure. Their claim of an inability to access funds is directly challenged by the fact that on 1 September 2023, they managed to debit £90 from the Bosecom account. This act not only highlights their inconsistent narrative but also casts doubt on their authenticity.

01 Sep 23	FLEXSPACE NO2 LLP BOSEC001H	DD	90.00
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Extract point 11 from the FIRST WITNESS STATEMENT OF THOMAS RICHARD TYLER:

11. However, despite having security on site, the Defendants decided to break into the Property again. The Second Defendant has written to our solicitors on 15 June 2023 confirming that he will not vacate the Property and will have someone at the Property 24/7 going forwards.

Counter Argument

In Response to Point 11:

50. Echoing the concerns raised in point 9, the Claimant alleges that BOSECOM LIMITED, among others, forced entry into the premises. Where is the substantiating evidence for such a claim?

51. The Claimant specifically mentions the presence of "security on site." If so, why is there no accompanying footage from the security or a statement from the personnel? The fact is the police attended and the security watched BOSECOM LIMITED enter the Premises.
52. Why was there no immediate police intervention, and in the event of a purported crime, where is the official police report or any associated evidence?
53. I direct attention to [\[Defence Exhibit 7B – Entering the unit in front of security Video 5\]](#) for clarity on our entry to the premises. This video shows after the police had come and gone, they security were informed that we had a legitimate right to be there, with nothing refutable from the security or on the premises the police informed the security that we can walk in if we do not damage any property. As you can see no damage was committed and we entered the premises without any issue.
54. Regarding our supposed failure to vacate the premises, I challenge the Claimant to provide concrete evidence. For the court's convenience, I've provided [\[Defence Exhibit 8A – Communication with Freeths\]](#), showcasing my communication with the Claimant, wherein I clearly outline a peaceful resolution should they desire BOSECOM LIMITED's departure. This attempt at an amicable solution was met with silence on their end.

Further arguments

55. After consulting with my retired legal counsel, the rent for June was settled on 13 June 2023. On the morning of 13 June 2023, at 08:20am, I encountered the centre manager, Lucas Bayle, on a public footpath. I recorded our conversation during which Lucas Bayle openly acknowledged instructing on-site security to "set the dogs on him" [\[Defence Exhibit 11A - Lucas Bayle admitting to telling Security to release a dog on me\]](#).
56. In the same recording, Lucas Bayle expressed his views on why the claimant have not responded "They are s**t" is on the recording. He proports to agree with me and shows his dissatisfaction with FLEXSPACE NO2 LLP [\[Defence Exhibit 11B - Lucas Bayle Confirming Flexspace Lack of Communication\]](#).
57. It is very interesting to me and more so as character reference to the court that, if this is the manor at which the Claimant employees speak about the Claimant what must their behaviour be towards their customers.

58. Subsequently, on 15 June 2023 at 10:16AM, I shared [\[Defence Exhibit 8A – Communication with Freeths\]](#) through email following legal advice.

59. Since I received no response I contacted FREETHS and had a conversation with Ella Carole, a solicitor at Freeths, on 19 June 2023 at 10:23AM [\[Defence Exhibit 8B - Initial Audio With Ella Carole 2023_06_19_10_23_58\]](#). She indicated that she would need directives from her client regarding further actions. Notably, on the same day at 02:21PM, the Claimant proceeded to refund the rent for June:

19 Jun 23	FLEXSPACE NO 2 LLP REFUND 600000001151748410 308012 10 19JUN23 14:21	FPI	3,403.20
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60. What prompted FLEXSPACE NO2 LLP to refund June's rent immediately following my conversation with Ella Carole on that morning?

61. The Claimant retained the rent for APRIL, MAY, and JUNE, yet only chose to refund June's portion, despite their assertion of lease forfeiture from 26 April 2023.

62. This action seems to tacitly recognize BOSECOM LIMITED's tenancy by keeping the Rent for April and May. My documentation clearly mentions their estoppel from claiming forfeiture.

63. Their decision to return only June's rent, post my call that day, suggests a reactive manoeuvre. I surmise that based on advice from their solicitors, "Freeths," the Claimant believed that they could possibly strengthen their case of BOSECOM LIMITED violating the lease terms in June by refunding that month's rent.

64. However, retaining the payments for APRIL, transacted on the 26th, and MAY, settled on the 5th, clearly shows at this point they accepted BOSECOM LIMITED's Tenancy as otherwise, why would they retain those rents, should BOSECOM LIMITED have legitimately been forfeited.

65. After this refund event I wrote an email response on the 19 June 2023 after advice stating that the money would be held in a holding account should they want it resent[\[Defence Exhibit 9 – Flexspace response to refund\]](#).

66. On 20 June 2023, after meticulously reviewing all lease terms, I discerned the premature locking of the premises on Saturday, 10 June 2023. Contrary to this, the Claimant has falsely asserted the instruction was given on Sunday, 11 June 2023, and executed on 12 June 2023. I addressed this in an email [\[Defence Exhibit 10 – Flexspace Breaks their own Lease\]](#).

67. Seeking an update, I reached out to Freeths on 21 JUNE 2023, but my attempts to communicate were met with silence.
68. On 23 JUNE 2023, I dispatched a subsequent email detailing the aggressive stance of their centre manager during our encounter on the public pathway [\[Defence Exhibit 11C – Flexspace Threatening behaviour\]](#).
69. Despite my consistent efforts to establish communication, by 27 JUNE 2023, the only acknowledgment from the Claimant was the unexpected refund of two months' rent.

27 Jun 23	FLEXSPACE NO 2 LLP REFUND 100000001153111120 308012 10 27JUN23 14:51	FPI	6,896.40
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70. On 28 JUNE 2023, I promptly sent an email inquiring whether FLEXSPACE NO2 LLP continued to be represented by Freeth's. Additionally, I clarified that the refunded amounts were safely maintained in a distinct account [\[Defence Exhibit 12 – Communication on the 28 JUNE 2023\]](#).
71. Throughout the interval starting from 15 June, I was in active dialogue with both the Watford Mayor's office and the Hertfordshire Fire and Rescue Service, seeking guidance regarding the lockout and associated safety concerns.
72. I direct attention to an email thread from Neil Dolman of the Hertfordshire Fire Rescue. In it, he explicitly emphasizes that the Claimant should lift the imposed barriers on the property's exits and entrances [\[Defence Exhibit 13 – Removal of restrictions from exits and entrances\]](#).
73. What troubles me deeply is that a firm of the magnitude of FLEXSPACE NO2 LLP could exhibit such a fundamental lapse in understanding regulations governing commercial premises. Their actions not only jeopardized the safety of my staff but also profoundly impacted my own well-being. This behaviour, seemingly rooted in malice and an appalling disregard for human life, is nothing short of reprehensible.

74. On 4 July 2023, VPS lifted the restrictions imposed on the premises. That very morning, at 9:38, I was privy to an email from Ella Carole [\[Defence Exhibit 14 – Ella Carole Response\]](#). The nature of this email struck me as odd. Given that up to this juncture, there was no direct communication acknowledging our status as tenants, the emphasis on the reinstatement of fire exits seemed out of context, especially since the Hertfordshire Fire and Safety had already conveyed this information to us.
75. It appears that on 4 July, a trespass claim concerning us was submitted to the county court in Watford. The associated paperwork reached us on 10 July 2023.
76. However, even before these developments, I had resolved to evacuate all our equipment from the premises. The transition to "Big Yellow Self Storage" began, and by 6 July 2023, we were actively relocating. [\[Defence Exhibit 14B – Proof of removal of our equipment from Unit 6\]](#)
77. On 12 July 2023, during a conversation with Ella Carole, she suggested I provide a proposed settlement figure for her to present to her client. This proposal was intriguing; had the Claimant been unwavering in their stance, they likely wouldn't have entertained any negotiation or overtures from FLEXSPACE NO2 LLP.
78. At the core of my defence is the assertion that FLEXSPACE NO2 LLP harboured intentions to evict all occupants from the business park to facilitate demolition and renovation, aiming to accomplish this by September 2023.
79. Supporting my claim, multiple witnesses are prepared to testify, and their testimonies will be presented as the case unfolds. However, a particularly revealing piece of evidence is an email from Joe Iannotta of Tony and Maria's Café, a longstanding tenant of FLEXSPACE NO2 LLP. This email thread, featuring a communication with THOMAS RICHARD TYLER, offers profound insights [\[Defence Exhibit 15 – Joe Iannotta – Email with Thomas Richard Tyler\]](#):
80. Dated 18-04-2023, prior to the initial lockout when BOSECOM LIMITED still had a substantial 1 year and 5 months remaining on the Lease, the email illuminates the underlying motives of THOMAS RICHARD TYLER. It seems evident that there was a concerted effort to force us out. I draw attention to a specific segment of the email, which I've highlighted for clarity:

“Yielding up / Reinstatement: The unit is to be returned to us completely cleared of all fixtures, fittings, equipment, floor coverings, stock, belongings and rubbish. Other items to be removed will

include all extraction and ventilation equipment and ducting. Any holes in the external walls / roof will need to be ***made good on a temporary basis pending demolition of the building***. Our manager, Lucas, has taken a photographic schedule and if terms for this lease extension are agreed we will produce a detailed schedule of requirements from this.”

81. I sincerely hope the court discerns the essence of the issue — that the trespass claim is unfounded and that FLEXSPACE NO2 LLP's primary intention from the outset was focused on the demolition and renovation of the building.
82. The issues extend beyond just my experiences. Joe Iannotta of Tony and Maria's Café, a longstanding tenant of FLEXSPACE NO2 LLP, has his deposit at risk, especially given his willingness to assist us by sharing crucial emails. His commitment to transparency, despite potential financial repercussions, speaks volumes about the character of FLEXSPACE NO2 LLP and their dealings.
83. Furthermore, the situation concerning Matt Clark's severance pay further underscores FLEXSPACE NO2 LLP's tendencies. The promise of severance, conditioned in a way that manipulates his freedom to provide truthful testimony, raises serious concerns about their operations.
84. FLEXSPACE NO2 LLP has consistently displayed a pattern of neglect and disregard towards their tenants. Their actions have not only detrimentally affected my business but appear to be part of a broader approach that's unfavourable to tenants and employees alike.
85. I urge the court to recognize the overreaching and oppressive conduct of FLEXSPACE NO2 LLP and THOMAS RICHARD TYLER. Their readiness to employ deception and financial manipulation at the expense of tenants and employees is profoundly concerning. I am hopeful that the evidence provided will sufficiently showcase the unfounded nature of the Claimant's trespass accusations and their clear breach of lease terms.
86. In my dealings with them, FLEXSPACE NO2 LLP has not only detrimentally affected my business but has also displayed a consistent pattern of neglect and disregard for their tenants. They've shown time and time again a proclivity to withhold what's due, whether it's rental deposits or employee benefits.
87. A simple Trustpilot search for FLEXSPACE Watford Yields the same results that I have mentioned in this defence. <https://uk.trustpilot.com/review/www.flexspace.co.uk>

- 88.** Throughout our tenancy with FLEXSPACE NO2 LLP, my business has endured considerable hardships. The unit, which persistently failed to meet compliance standards and was noticeably unmaintained, has placed enormous strain on BOSECOM LIMITED. Our reputation, a vital asset to any business, has been tarnished due to these complications.
- 89.** Notably, even in the midst of challenges such as the COVID-19 pandemic, BOSECOM LIMITED consistently upheld its financial commitments, ensuring rent was paid punctually without any defaults. This commitment underscores our dedication and responsibility as tenants.
- 90.** However, the damage to my business isn't merely reputational. We've encountered significant financial losses, with contracts amounting to over £65,000 per month slipping away. A substantial portion of this loss can be attributed to our inability to secure necessary insurances for the unit. This further obstructed our efforts towards achieving ISO accreditation and impacted our capacity to hire full-time staff, all of which are critical for business operations and growth.
- 91.** In my forthcoming claim, I will detail these severe business impacts, substantiating each point with ample evidence. It's my fervent hope that the court recognizes the undue challenges we've faced and considers the unyielding commitment we've demonstrated especially in fulfilling our rental obligations even during the toughest of times.
- 92.** The most distasteful aspect of this ordeal is THOMAS RICHARD TYLER's blatant lies to the court. Such profound deception ought to be considered a crime. I sincerely hope the court recognizes this deception, and I believe this sentiment is shared by the vast majority of FLEXSPACE NO2 LLP's past and current customers.
- 93.** I urge the court to recognize the overreaching and oppressive conduct of FLEXSPACE NO2 LLP and THOMAS RICHARD TYLER. It's profoundly concerning that a prominent commercial landlord might opt for deception and financial manipulation at the expense of tenants and employees. I'm hopeful that the evidence provided sufficiently highlights the unfounded nature of the Claimant's trespass accusations and their blatant breach of lease terms.