

From: Taylor's Boatyard info@taylorboatyard.co.uk
Subject: Ombudsman Complaint - Taylor's Boatyard
Date: 13 August 2020 at 14:31
To: enquiries@waterways-ombudsman.org

Please find attached a letter of complaint.



PJA Complaint
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Taylor's Boatyard Ltd
Taylor's Boatyard
Upper Cambrian Road
Chester
CH1 4FB

The Waterways Ombudsman
PO Box 1340
Warrington
WA4 9TT

13th August 2020

Dear Waterways Ombudsman,

I would like to ask the ombudsman to help me with the unfair treatment I have been receiving from my landlord the Canal and River Trust.

My name is Peter Askey I am the operator of a boatyard and dry dock business in Chester. I lease part of the former Shropshire Union Railways and Canal Company's boatyard from the Trust.

My complaint

- The Trust is deliberately attempting to destroy my boatyard business. They need to demonstrate a boatyard business is unviable at this historic canal site in order to continue with their surrounding property development.
- As a tenant of the Trust I have been subjected to on-going unfair treatment, harassment and intimidation.
- The Trust is a registered charity but completely disregards its own published charitable aims.

Trust complaints procedure

Unfortunately, the Trust has been unable to resolve my complaint.

Level 1. John Ward, head of project delivery, 1st June 2020.

Level 2. Darren Leftley, head of water development, 26th June 2020.

Background

On the 20th September 2019 a hole appeared in the canal towpath near to the dry dock and adjacent lock. This appeared to be caused by a collapsed culvert.

The failing condition of this culvert was well known to the Trust. They had at least six years prior knowledge of this issue but had undertaken no inspection or put any known repair strategy in place.

The purpose of the culvert is to carry discharge water from the dry dock under the towpath to the lower level of the canal below the adjacent lock. The culvert's original structure is simple in design, short in length, with one slight bend. There is open access at each end and the size is sufficient for 'man-entry' inspections.

Following an initial investigation of this latest collapse on the 23rd September 2019 the Trust stopped the drydock from being used and fenced off all access to the area. On the 26th September the Trust locked the adjacent canal lock (Graving lock) without any notice.

These actions by the Trust removed all of the major income sources from my boatyard.

Locking the Graving Lock, without any consultation, trapped boats on their home moorings and prevented the use of the boatyard's moorings.

The dry dock is the most important building to the business. Its high usage produces the largest revenue of any of the buildings on site. It functions both as a dry dock and a wet dock which is critical in all months of the year.

More than two weeks passed before any contact or inspection was undertaken, and then the Trust carried out numerous site investigations to the area around the culvert failure. The Trust investigations were intensive, employing every conceivable method of investigation, at one point even a drone was used!

The hole caused by the latest culvert collapse was allowed to get much larger and the Trust now decided the surrounding structures were becoming unsafe. The collapsed middle section of the culvert had now become completely visible from the surface, and the cause of the culvert failure was obvious.

In September and October, I repeatedly requested when the repairs were to be completed to enable me to get on with my business.

At all times I have given the Trust every courtesy and accommodation in their undertaking of this simple culvert repair. Unfortunately, the Trust decided no consultation was necessary and my serious concerns were to be ignored. All my attempts at trying to discuss the issues have failed.

Communication with the Trust was, and still is, appalling with no one person in charge of the issue. There has never been any urgency or any visible management of the Trust's contractors. Emails received from the Trust would be sporadic, arrogant, condescending and false. My requests for updates were ignored or met by a general 'navigation closure notice' email.

No completion dates were given to me by the Trust until early 2020, this information was passed on in good faith to my customers. Not one of the numerous dates given was ever met. This caused massive problems for both me and my customers, who understandably took their business elsewhere. Promises of installing a temporary pump to keep the dry dock functioning were never kept.

The Trust were fully aware of the financial hardship they were causing to my business.

On the 12th February, in response to Alistair Staton's email of the 23rd January 2020, I requested an interim compensation payment from the Trust as it was now over 20 weeks since the boatyard's main income streams were severed and there was no evidence of any repair work taking place soon.

On the 2nd March 2020 (23 weeks after the first small hole appeared) the Trust's contractors Kier Group PLC finally arrived and set up their compound in the boatyard.

On the 17th March 2020 without any consultation of any kind the contractors installed a bridge and additional fencing around the dry dock. I now found myself with no access to the dry dock. I found this of major concern, I could no longer carry out my statutory inspections.

After advising my insurers they asked me to obtain a copy of the contractor's Public Liability Insurance which I requested via Alistair Staton on the 19th March, this request was not dealt with, merely a standard reply was received "I have passed your concerns on".

On the 27th March 2020 the contractors stopped operations for six weeks due to Covid-19. It must be noted, despite contractors having equipment on their site for almost one month, no work to the culvert had actually been carried out. To be clear not a single spade had been lifted.

In April 2020 the Trust determined, without any consultation, to reduce the boatyard rent by 50%, backdated to September 2019. My earlier request for an interim compensation payment was blocked by the Trust and in May my correspondence placed in the hands of Vail Williams, the preferred estate agent of the Trust. I feel this 'outsourcing' was unnecessary and intimidating.

The Trust decided that the canal gates of the dry dock were unsafe and needed replacing. This was very welcome news and I look forward to their installation in September 2020. In the meantime, as the contractors demonstrated, placing a tarpaulin over the existing gates negated any safety concerns.

At 7.00 a.m. on the 5th May 2020 I was made aware that the main gates of my boatyard had been removed. Bailiffs were in the process of repossessing equipment belonging to the Trust's contractors. This was not a pleasant experience and it was at this point I decided to make a formal complaint.

On the 18th May the contractors returned back to site, the lack of urgency continued and the Trust were still very reluctant to communicate. There was clearly something very amiss with this simple culvert repair. When I considered this along with the other unresolved serious issues the Trust has created for my business during the past few years, the ambition of the Trust to further develop the boatyard site was becoming very clear. The boatyard is the only undeveloped part the Trust's vast surrounding 'Tower Wharf Scheme' development which smothers both sides of the canal.

My complaint was processed by numerous different managers at the Trust. Each taking as long as possible to deliberately misunderstand the issue. This only confirmed my worries as to the real motivation of the Trust.

The Covid-19 pandemic led me to request a 'rent holiday' from the Trust, but despite knowing they had already removed the majority of income sources of the boatyard this was refused. Even a request by my local MP to Richard Parry, the CEO of the Trust, '*to do the right thing*' still failed to secure the 'rent holiday'. It did however lead to Richard Parry's involvement in the culvert issue which led to work finally commencing on the actual culvert.

On Tuesday 19th May 2020 work started on clearing the damaged middle section of the culvert. This was over eight months from when the culvert collapsed.

Work continued at a very slow rate and it became clear the Trust were not going to repair the existing culvert but were undertaking a more complicated bodge. Repairing the culvert back to its original design would have been very straightforward, cost effective, and quick. It would have also been an acceptable solution from a heritage perspective.

I could not understand why the Trust had chosen to repair the culvert in such a fashion, but the Trust refused to discuss this and carried on. My serious safety concerns were ignored.

A 400mm diameter plastic pipe made up from three sections was inserted into the middle section of the culvert barrel. Prior to installation each section, inexplicably, had their corrugations cut through lengthways in three places. One connection was made with a gasket, the other by mortar forming a sharp angle. This created a massive reduction in cross-sectional area inside the culvert barrel. The large area around each end of the pipe was made good with concrete filled plastic bags and the large void was filled with concrete.

The design of this inappropriate bodged repair is dangerously negligent. Inappropriate and purposely damaged materials have been incorrectly installed with no testing performed. The 'repair' has been deliberately designed to quickly fail.

The Trust has knowingly created an unacceptable safety risk of an 'execution chamber with death by drowning'. This, along with other new safety issues, means the dry dock can no longer be operated safely. It is my belief that any work, even a temporary repair, must be safe to operate.

The towpath was reinstated, fencing was removed and the adjacent Graving lock un-padlocked.

The contractors shut the sluice to the culvert, allowing the dry dock to fill, and then left the site.

The Trust has suggested that the bodged repair is temporary and reversible but refuses to give any further information. Having eight men pumping concrete for four days into a culvert void would seem to negate this idea.

The Trust arrogantly refused to accept that I cannot take back responsibility for the dry dock. The Trust cannot make something dangerously unsafe and then attempt to put the responsibility for their deliberate actions onto my business.

Repeated requests for confirmation of when the dry dock culvert will be made safe to operate and the dry dock is to be returned to my business have been ignored.

Summary

I have been extremely reluctant to make a formal complaint against the Trust and have done my utmost to work with them. Unfortunately, there is no other real alternative to the Trust for my own or any canal side business.

I am prevented from getting the culvert repaired myself and charging the Trust. This would be the normal solution in any other issue of this kind. It is unfair that I have been denied this option.

The refusal of the Trust to undertake any consultation or discussion with myself, the operator of the dry dock, knowing the consequences to my business is arrogant and can only be regarded as intimidation and harassment.

I believe the Trust has attempted to avoid criticism by trying to find an excuse for the culvert failure other than their own lack of any maintenance. The Todbrook reservoir had just been pumped out for a second time and the Trust's lack of maintenance was making headlines around the world. The extensive ground investigations commissioned by the Trust were unnecessary to the culvert repair. It is wholly unfair that I have had to suffer the financial consequences of the Trust's deliberate procrastinations.

The total lack of any urgency by the Trust is inexcusable. A similar culvert repair elsewhere took the Trust two weeks from hole appearing to completion. I can only regard the Trust's action, or in-actions, in this issue as intimidation and harassment.

It is unfair that the Trust's repair work makes something unsafe and then they attempt to leave their tenant with all the new risks.

Culvert operation, maintenance and repair cannot be unknown to the Trust and yet their designers appear to have demonstrated an appalling lack of professional competence. It is difficult to believe the Trust's designers are incompetent therefore they must have intentionally designed their repair to make the dry dock too dangerous to operate.

The reason why the culvert failed was clear for all to see and this reason has been totally ignored by the Trust. No attempt has been made to resolve the cause of the culvert failure and this same issue remains today. When considered along with the installation of the purposely damaged materials there is undoubtedly something more going on here than simple incompetence.

I strongly now believe the intention of the Trust is to stop any future commercial use of the dry dock and therefore facilitate their redevelopment plans. The Trust has claimed in the press how they have 'saved the historic drydock' but in reality, it can no longer be used. It is now no longer fit for purpose. This certainly allows the Trust to 'look good' and continue with their destruction of my business.

Maximising damage to my business is harassment and intimidation by the Trust.

The Trust has no regard for their obligations as my landlord, their published charitable aims or any respect for the heritage entrusted to them.

The Trust are regarding their boating customers in Chester as a hindrance to their property development.

Solution

- Reinststate the dry dock culvert back to its original design and repair the reason for the culvert failure.
- Immediate settlement of the interim compensation payment. Constructive discussions and prompt resolution of the remaining payment for disruption to business, without the use of their estate agents.
- Improve communication. This needs to be 'two-way' and meaningful.
- A written guarantee from the Trust regarding their future plans for the boatyard site.
- A written guarantee from the Trust that they will constructively discuss and promptly resolve the known issues they have created with the boatyard lease.

I can be contacted by email at info@taylorboatyard.co.uk should you require any further explanation.

Yours faithfully,
Peter Askey