

**heather.nigbur-day@cambourneparishcouncil.gov.uk**

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**From:** cllr.bhattacharya@cambourneparishcouncil.gov.uk  
**Sent:** 30 October 2018 23:17  
**To:** 'John Vickery'; heather.nigbur-day@cambourneparishcouncil.gov.uk  
**Cc:** odwy@btinternet.com  
**Subject:** FW: Botha Close recovery truck / More emails / Parking issue for Council agenda

Hi John,

Please find more emails regarding commercial parking at Botha Close. The residents want the issue to be discussed at the full council meeting on 6<sup>th</sup> November. Please include it on the agenda, Adrian and Chris would be present in the meeting.

Kind regards,  
Shrobona

**From:** Adrian  
**Sent:** 27 October 2018 14:00  
**To:** cllr.bhattacharya@cambourneparishcouncil.gov.uk  
**Cc:** :  
**Subject:** Botha Close recovery truck

Hello Schrobona

I'm writing regarding the recovery truck which is often parked in Botha Close. In general, I felt the situation was not too bad until it was parked opposite the lounge window of 48 Bisley Crescent for some time and when some recovered cars seemed to be left in Botha Close.

I've spoken to the owner of 3 Botha Close who is friendly and approachable. I said I would prefer the recovery vehicle to be parked on his driveway and for his much better looking (and smaller) BMW car to be on the road. His opinion is that up to 3.5 tonnes gross weight he is entitled to leave the vehicle on the road and I think that would be true if the Bovis covenant does not apply. It's a shame that he prioritises his own parking preferences over the opinions of his neighbours.

I would expect that the Bovis covenant is relevant / has been transferred to the new owners of the property?

The covenant seems to say that all vehicles (including cars) should be parked within the property on the driveway, a parking space or in a garage. Clearly this is not always followed / enforced in Cambourne.

The covenant also states that any vehicle can be kept if screened and unobtrusive. The recovery vehicle would be much less obtrusive if parked on the driveway between the house and the neighbours garage, as far back as possible, with or even without a screen. The driveway is not long enough for a car as well.

Perhaps you would let me know your assessment of the situation.

Thanks

Adrian

**heather.nigbur-day@cambourneparishcouncil.gov.uk**

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**From:** cllr.bhattacharya@cambourneparishcouncil.gov.uk  
**Sent:** 23 October 2018 16:43  
**To:** odwy@btinternet.com; 'John Vickery'  
**Cc:** heather.nigbur-day@cambourneparishcouncil.gov.uk  
**Subject:** FW: Parking of breakdown truck & numerous old cars on Bisley Crescent & Botha Close  
**Attachments:** Truck images document.pptx

**Flag Status:** Flagged

Hi Joe and John,

Please find the email and the attachment.

Chris made a PowerPoint for you and he wants Cambourne Parish Council to discuss his email on 6<sup>th</sup> November in full council meeting.

Few neighbours could join the 6<sup>th</sup> November meeting. He also mentioned that the property/or area should not be used for any commercial purpose.

Kind regards,  
Shrobona

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**From:** Chris  
**Sent:** 22 October 2018 19:41  
**To:** cllr.bhattacharya@cambourneparishcouncil.gov.uk  
**Subject:** Parking of breakdown truck & numerous old cars on Bisley Crescent & Botha Close

Dear Shrobona,

I mentioned this to you a few weeks ago and the problem is getting worse. They now park the breakdown truck opposite our house as they also have various cars parked on the street on Botha Close. When we have visitors they are not able to park safely outside our house without going on the pavement, which you are not supposed to do.

Please refer to the attached PowerPoint document for full details.

I do not think it is wise to approach them directly as I believe their actions show they have little consideration about what they are doing affecting others around them, so better to go through official channels and raise an anonymous complaint.

Kind Regards

Chris

Sent from [Mail](#) for Windows 10

## **To whom it may concern at Cambourne Parish Council**

22<sup>nd</sup> Oct 2018

Please refer to the attached Contract of Sale Restriction clauses and the images with commentary.

The new residents who moved into Botha Close, Upper Cambourne in the summer of 2018 appear to be operating vehicle breakdown recovery services and/or used car trading businesses out of this residential address.

The issue is the number type of vehicles coming to and from the address and other residents/neighbours having to look at a breakdown truck with various broken old cars sat on the back on a regular basis, particularly at weekends. The breakdown truck was parked for the whole weekend on the corner of Botha Close and Bisley Crescent.

When owners purchased these homes new from Bovis in 2015, the contract of sale contained a number of restrictions which the original and subsequent owners/tenants are expected to abide by.

These Restrictions were in section 12.5 of the Contract of Sale. Specifically the clauses of; 12.5.3, 12.5.4 (a,b,c), 12.5.5 and 12.5.6 are not being adhered to by the actions described above.

Given the lack of concern shown by the new residents, It is not advisable for neighbours/other residents to approach them directly to discuss these issues which are more appropriately raised through official channels.

Transferee's use and enjoyment of the Property

**12.5 Restrictions**

The Transferee to the intent and so as to bind the Property into whosoever hands the same may come but not so as to be personally liable after he shall have parted with all interest therein covenants separately with the Transferor MCA and the Other Owners for the benefit of the whole and every part of the remainder of the Estate:

12.5.1 Not for a period of ten years from the date hereof to construct or place any additional building or other erection on the Property or alter the external appearance of or make any external alteration in or addition to the Property or to the Dwelling or to lay any sewers drains or other conduits on or in the Property without the previous written approval of the Transferor to a detailed drawing thereof **PROVIDED THAT**

12.5.1.1 The consent or approval of the Transferor shall be required in addition to any planning or building regulation approval which may also be required and shall not be in substitution therefore and shall not be unreasonably withheld or delayed provided it complies with the terms of the planning permission pursuant to which the Property was constructed, the Design Guide, the Master Plan and all other matters lawfully relating to the Property ("Design Guide" and "Master Plan" having the meanings assigned to them in the Estate Transfer)

12.5.1.2 On any application for approval or consent under this clause the Transferee shall pay to the Transferor such reasonable fee for the consideration of such application as the Transferor shall from time to time prescribe whether the approval of the Transferor to such application be given or not

12.5.2 Not to erect make or grow any Boundary Marker or other means of enclosure or any other thing or structure whatsoever in the Open Area and/or Protected Area additional to any provided by the Transferor and not to use the Open Area and/or Protected Area for any other purpose than as a driveway lawn or flower beds

12.5.3 Not to use the Property for any purpose other than as a single private residence provided that this covenant shall not preclude an occupier of the Property from working at or from the Dwelling subject to such activity not contravening the then current planning legislation rules regulations or otherwise applying to the Property

12.5.4 Not to park or permit to be parked any vehicle caravan trailer or boat of any kind on the Property or on any other part of Cambourne ("Cambourne" having the meaning assigned to it in the Estate Transfer) except that:

(a) private motor cars having an unladen weight less than 2.25 tonnes may be parked on the drive or parking spaces within the Property or in any garage forming part of the Property

(b) vehicles delivering or collecting goods may be parked temporarily

(c) any vehicle caravan trailer or boat may be parked if (but only if) it can be suitably screened and can be so placed that it is not obtrusive to the view of neighbours from the ground floor of their dwellings but not in any event on any part of the garden visible from an adjoining public highway or cycleway

12.5.5 Not to do or permit or suffer to be done on the Property anything which shall be or shall cause a nuisance or a danger or damage to MCA the Transferor the owners or occupiers of any adjoining or neighbouring land or the Other Owners

12.5.6 Not to park on block obstruct or otherwise interfere with the free use and enjoyment of any Common Facilities

12.5.7 Not to alter the position type and height of existing walls and fences (if any) between the enclosed rear garden of the Property and the adjoining land laid out to an open plan design

12.5.8 Not to damage or remove any tree hedgerow or shrub which may have been planted or retained on the Property in accordance with any scheme of landscaping implemented by MCA or the Transferor

12.5.9 Not to interfere with damage or remove in any way the Street Furniture and/or Common Facilities or otherwise affect their fitness for purpose (including in the case of any lighting apparatus their proper operation at all reasonable times)

12.5.10 Not to permit or suffer any refuse storage receptacles to be placed on the Open Area or on any part of the Estate outside the curtilage of the Property including except on the refuse collection days allotted by South Cambridgeshire District Council from time to time

12.5.11 Not to erect or place any aerial satellite receiver or similar apparatus for the reception or transmission of television or radio signals on the roof or exterior of the Dwelling or any other structure erected on the Property or on any other part of the Property unless at the time of such erection or placing cable television cannot be



Kerb weight of a Ford Transit flatbed with addition conversion to a breakdown truck is around 1.8 to 2 tonnes

Weight of 2004 Renault Megane hatchback is 1.2 tonnes



Combined weight with car on breakdown truck is around 3.2 tonnes, 1 tonne more than the allowed weight for private motor vehicles parked on a property

This is not a private motor vehicle but a commercial vehicle



Vehicle parked this way is blocking the pavement at a road junction where children cross the road



The breakdown truck's weight regularly parked on the block paved will cause damage to the block paving over time

The breakdown truck is leaking oil where it parks, areas highlighted on the block paved road

Vehicles which may be breakdown recoveries or perhaps used cars being traded are unloaded and left on the road for short periods before disappearing and being replaced by another vehicle. Typically these are old vehicles in a poor condition as this example which is leaking oil on the road. Shortly after this was taken the truck returned with another old car on board unloaded onto the street when it arrived.



When parked on the corner of Botha Close and Bisley Crescent, for 2 days over a weekend a pool of oil/diesel leakage is left on the road