

[REDACTED]

23rd November 2020

Our Ref: NB/560  
Your Ref:

[REDACTED]

**My client: Rhino Play (SW) Limited**

My client has become aware that following an award of a contract for the regeneration of a play park in Torfield Maldon ("the Playpark") a number of serious allegations have been made against it by and as yet anonymous complainant. I can say now that in the event that my client is able to establish the identity of the complainant(s) they will bring an action for malicious falsehood given that the allegations are patently untrue and designed to cause my client economic loss and damage. In an effort to provide balance in respect of the allegations my client has instructed me to respond as follows:-

1. Rhino Play (SW) Ltd have been trading successful since November 2019 and has completed over 100 contracts including projects for Torbay Council, Wembury Parish Council, Interserve Ltd, Sherwoods Ltd, Cheriton Fitzpaine Parish Council, Celtic Cross Education, Curnow Lower School and many more schools & academy trusts. The estimated turnover for this year to date (despite the challenges of COVID -19) is in excess of £800,000.
2. When any company is declared insolvent, particularly where this is a liquidation, the liquidator provides a report to the Secretary of State to comment on directors' conduct. Our instructions are that there was no evidence of misconduct on the part of directors and this was, as in unfortunately the case in business, an incident of external pressure (and debtors) putting such a severe case on cashflow that the company could not survive;
3. Many debts have been repaid, our client felt this to be the right thing for both business continuity and also from a moral perspective.
4. Our client has noted that, employees were entitled to payments from the Redundancy Payments Service. We also re-employed & self-employed where financially viable to do so.



5. Mr Christian Parker is not the Managing Director of the company. Hayley Parker, his wife, is the sole director and company secretary. Mr Christian Parker has been warranted full permissions to do so if he wishes by a Judge.
  
6. Rhino Play (SW) Limited has not signed any contract with Maldon Parish Council however, insofar as it is necessary to disclose this information, the payment terms of the contract are that our client will not be entitled to seek payment under the contract until satisfactory/practical completion.
  
7. Our client will take out and maintain the usual commercial insurance in respect of the project.

It is clear, by the very nature of the allegations that have been made, that an individual(s) with an agenda outside the placement of this contract has chosen to at least attempt to sabotage the negotiations with the Parish Council. For, their part, my client will not allow that to occur and is happy to provide such reasonable assurances as is necessary to proceed with the contract that has been awarded.

I hope that this is of assistance and look forward to hearing from you and if you have any further matters that you would like to see clarified then please do not hesitate to contact me.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'N Bertram', with a long horizontal flourish extending to the right.

**NEAL BERTRAM**  
**FOR AND ON BEHALF OF BERTRAM LAW**  
**[neal@bertramlaw.co.uk](mailto:neal@bertramlaw.co.uk)**