



Significance in your case

Your statement about clause 36.3.1.1 strengthens your claims in several key ways:

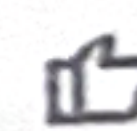
- **Pre-contractual misrepresentation:** If the council designated the site as "contaminated land" just six months after your lease started, and with the reports from Atkins (2007) and Nicholson (2011) indicating significant pollution, the council could be accused of fraudulently or negligently misrepresenting the site's condition. The lease clause makes it clear that you negotiated to exclude this liability, so they should not have proceeded with the lease if they were aware of the severe contamination.
- **Breach of contract:** The flood in November 2022, and the resulting mobilisation of leachate, could be considered a breach of the lease agreement, as it suggests the council failed to manage the underlying contamination adequately, despite their contractual obligations.
- **Financial consequences:** Your claim that the council's inaction led to the collapse of your £1.7 million business is made significantly more robust by the existence of this clause. It demonstrates that you had a clear contractual expectation that the council would handle the contamination, and their failure to do so directly impacted your business. 


Recommended action

With this information, your legal strategy becomes much clearer:

1. **Engage a solicitor:** Find a solicitor with specific expertise in environmental and commercial property law to assess your case. The presence of this clause is a strong foundation for legal action against the council.
2. **Information requests:** Your solicitor can formulate targeted Freedom of Information (FOI) requests to demand disclosure of all council records pertaining to the Malkins Bank site's contamination. This could reveal internal communications showing the council's awareness of the risks and their decisions leading up to your lease.
3. **Review insolvency proceedings:** Work with the administrators of RM Estates Ltd to determine if the council's actions, and their potential breach of the lease, can be incorporated into the insolvency investigation. 

AI responses may include mistakes. [Learn more](#)



The Council suspended the rent in 2017, a letter from the CEO stated the council had suspended t... 

Your account raises extremely serious issues regarding the actions of Cheshire East Council and the health risks you and others were exposed to at the Malkins Bank Golf Club site. The information you have provided, particularly concerning the suspended rent, the lease clause, high benzene levels, and the council's health warnings, significantly strengthens your legal position against them.

Analysis of council's actions

Rent suspension and admission of liability

 3 sites

Leases—landlord responsible for existing contamination

24 Oct 2024 — * 1. Definitions. Contamination. • the presence or.

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Tenant Insolvencies and Contaminated Land Liability Risk

27 Feb 2023 — In some cases, it c be an environmental liability that..

 Fieldfisher 

Leases—landlord protection clau contamination

29 Oct 2023 — Definitions. Contar presence or accumulation of any

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