

Platinum Point Owners' Association
Minutes of an Extraordinary General Meeting
7.00 pm on Wednesday 28th March 2007
Next Generation Sports Club, Newhaven Place, Edinburgh

Attendees:

20 flats were represented at the meeting, out of a total of 108 invitations sent to owners of sold flats (representing approximately 140 flats—some being in multiple ownership). The PPOA Committee fronted the meeting as follows:

Nick Timmins (Chairman)
Anne-louise Duncan
George Elliott
Tina Finch
Barry Smith
Claire Dunlop (Secretary)

Pat Rennie was unable to attend due to her absence on holiday.

Guests: Edward Bruce & Stuart George of Bruce Stevenson Risk Management
Lynsay Hunter & Alison MacGregor of Charles White Property Management

Three papers were tabled (Appendices A, B & C).

1. *Welcome & Introductions*

Nick Timmins (NT) opened the meeting by welcoming the attendees and thanking them for attending this EGM of Platinum Point Owners Association. It had been agreed in the meeting on 13 September 2006 when the Owners' Association was formed, and the Committee elected, that there would be an EGM in March 2007 to review the entire Factor's accounts up to end-2006. Prior to September 2006 there had been no representative body to review Factor accounts on behalf of the owners. Hereafter the accounts for each year ended 30 June would be reviewed annually at the following September AGM.

NT explained that since this was a properly-constituted meeting of the owners the opportunity was being taken to cover additional issues. These had been outlined on the agenda. It was not intended that any vote would be taken at this meeting.

2. *Report on Accounts for Platinum Point*

NT advised that Charles White's (CW's) accountant, who had agreed to present their accounts, had been unable to attend, so George Elliott (GE) from the PPOA Committee would summarise salient points from the accounts (see Appendix A for paper tabled at the meeting) and allow delegates the opportunity to ask questions. Alison MacGregor and Lynsay Hunter (Property Managers) were present representing CW.

GE explained that these accounts formed the basis of charges made to owners, and expenditure made on owners' behalf. Decisions on expenditure rested solely with CW, per their mandate in the Deed of Conditions, and could only be overturned at a full meeting of the owners. The Committee had been giving advice to CW when sought. GE advised that the accounts cover a 30 month period and include only interim accounts for the financial year ending June 2007 (which will be presented in full in September 2007).

CW had prepared their accounts on a cash basis which meant that transactions physically paid in and out were recorded, but no provision was made for bills submitted to owners but not paid, or invoices submitted to CW but not settled. Similarly, the £300 float paid when a new owner buys their flat is included within the Maintenance Charge receipts, and is shown as expenditure when refunded at the time of an owner's sale.

The accounts had been adjusted retrospectively to reflect maintenance charge invoices which had been withdrawn and re-issued in 2006 due to the wrong allocation algorithm being used.

Lateness in issuing accurate invoices had led to a nearly £18,000 deficit at June 2006 which CW had funded themselves.

It was advised that the accounts had not been audited but that the bank accounts had been reconciled and reviewed to PPOA satisfaction.

It was noted that no electricity charges appear on the accounts because Gregor Shore (GS) cover these costs themselves. Owners had made offsetting concessions such as absorbing Chubb Security maintenance charges for unadopted stairs. Changes to these arrangements would need to be the subject of negotiation and could not realistically change for any one stair until GS and their subcontractors cease work there.

There was some discussion on detailed entries and the level of charges, in particular lift maintenance costs. CW explained that these were subject to contract and could only be re-negotiated when the contract(s) expired.

3. Report on Buildings Insurance

NT introduced Edward Bruce and Stuart George from Bruce Stevenson Risk Management (BSRM), the Broker who handles buildings insurance for CW. Edward Bruce thanked the owners for their continuing business.

Fluctuating arrangements for collecting insurance premiums were explained. Due to a change, and later relaxation, of FSA rules, BSRM only collected premiums from owners in the insurance-year started 01/05/06. Both before and after that year premiums were and will be collected by the Factor on the Broker's behalf.

The insurance report (see Appendix B for paper tabled at the meeting) was discussed, and in particular the special interim arrangements that had existed prior to a formal valuation of the flats had been undertaken in December 2006 at a cost borne by the insurers. In the insurance-year started 01/05/04, and to an extent the following year, flats had been deliberately over-valued by using purchase price to guarantee adequate cover. Owners should have been advised of this in case they wished to arrange an accurate valuation based on their own survey. In fact the absence until after 30/04/06 of any premium invoice or statement of value for these two years, and reassuring correspondence from the Factor that flats were in fact insured led to the assumption that the flats had been professionally valued at the outset. This was a fair assumption from the Deed of Conditions in the absence of information to the contrary.

The upshot of this and other errors, where inaccurate purchase prices had been used in some cases, has been a widespread premium overcharge in the 2004 and 2005 years which needs to be addressed. BSRM have undertaken to re-calculate premiums for 2006 based on the professional valuation undertaken in December 2006. Overcharges will be refunded but undercharges will not be collected. BSRM have also agreed that the fairest way to address the errors in the two prior years is for all premiums to be re-calculated for these years based on the 2006 valuation discounted by the buildings index (currently running at 5% per annum), but the question of liability had not been settled between them and CW. NT undertook to pursue the matter of block refunds after the meeting, although owners were free to make individual applications. [This has since been done by email. BSRM have undertaken to research and report back (30/03/07)].

With regard to commissions received by BSRM it was advised that all owners have a right to know commission levels that BSRM receive as a policy of transparency. This was 20% of gross premium before Insurance Premium Tax, reducing to 15% on 01/05/07, and had been freely disclosed on request. However the commission paid by the insurer was in fact 35% before IPT, the 15% balance having been paid to the Factor (20% intended from 01/05/07). The Committee had challenged this arrangement on the grounds that decisions on Factor remuneration are reserved to the body of owners, per the Deed of Conditions. The initial Factor's fee had been set by GS but the owners had not been approached on any variation or supplement. CW's insurance commission has since been withdrawn and will not be included in the 2007 premium demand. Factor remuneration will be on the agenda for the September 2007 AGM, where the

whole issue of past fees including commissions and the future premium collection workload will be open to debate.

As a result of the agreed changes in commissions an example calculation gives a 23% reduction in the premium payable from 01/05/07, e.g. a premium of £315.00 would reduce to £241.00 approx.

An owner enquired as to whether individual accounts would be issued to each flat. It was advised that the valuation for each flat is being made pro rata based on floor area in each stair and each owner will be advised of their valuation in future. [Valuation for individual flats with estimated premiums can be obtained on request from insurance@ppowners.com].

Another owner enquired as to why they were not informed of their flat's value at the time they moved in. It was acknowledged that this had been a mistake. It was standard insurance practice to inform an owner the valuation of his property and how the premium charged is calculated.

Another owner enquired as to what the options were for discussions on refunds for 2004 and 2005. NT felt unqualified to advise owners on what action to take, except to repeat the lapse in proper insurance practice and the consequences for owners in residence prior to 30/04/06. The Committee is planning to talk to BSRM regarding consolidated refunds for 2004 and 2005 but there is no guarantee yet that these will be agreed to. From the information given to owners at the meeting they should be clear of their rights.

It was noted that owners are not permitted to opt out of the block insurance policy. The onus is on the Factor to arrange insurance cover for all the flats in ownership. Unsold flats are insured separately under a policy held by GS.

4. Interim Report on dealings with Factor &

5. Issues Concerning the Developer

Alison McGregor and Lynsay Hunter from CW were present for these agenda items. See Appendix C for paper tabled at the meeting.

NT advised that there is no formal relationship between GS and the PPOA, the only relationship being between individual owners and GS for their own flats. Any PPOA relationship with the Developer has to be through CW as the Factor. It was noted that the Committee now has 6 months experience in working with Alison MacGregor (AM), the PP Development Manager, and NT expressed the Committee's thanks for AM's conscientious, professional and courteous service. It was noted that there had been problems in the relationship with CW, but these were not of AM's making. It was apparent that there have been too many other demands on her time from the total of 22 developments under her personal management. Others of her sites are smaller and more established with no on-site developer to cause problems; however it has transpired that CW has not been able to allocate enough time to Platinum Point, especially during holiday periods when there has been no alternative cover. Lynsay Hunter advised that she will now stand in for the PP Development Manager if the latter is not available for whatever reason.

The Committee reported that handovers of stairs from the Developer to the Factor had been too premature, which had resulted in a major workload for both the Committee and the Development Manager, to try to persuade the Developer to rectify faults which should have been corrected before handover. The impression had been gained that no serious attempt had been made to check the condition of stairs in detail prior to handover. This had meant that all issues had to be re-visited. Stair reps had contacted all owners to ask them for input to create a list of snagging issues in each stair, which gave rise to a list of 122 items, e.g. a power socket hanging off the wall for many months on 7th Floor at 5 Western Harbour Way and numerous areas of damage. Better co-operation and a better relationship with the Developer through the Factor is needed.

CW has to maintain a good relationship with the Developer with one eye on future business, which leads to a potential conflict of interest. GS wants the stairs off their hands as quickly as possible and no one has been looking after the interests of the owners until now to check

whether the property offered for handover is fit for adoption. A procedure has now been drafted by the Committee for future stair handovers, and will be consulted to ensure an area is up to standard before the Factor agrees to further handovers.

The Developer's disregard for residents' welfare had been outrageous, leading to considerable animosity. Passenger lifts, designated as Fire Service Lifts, in occupied and adopted stairs have been used for the transport of goods preventing pedestrian access; the Basement Car Park has already been adopted by the Factor, but nevertheless residents have suffered such inconveniences as car tyre punctures due to numerous screws on the car park floor, workmen joyriding around the car park on their fork-lift truck, and residents' private space being used by the Developer as a workshop for non-PP business, including a band saw being operated there, timber off-cuts lying around, cars covered in sawdust etc. It was noted that the management of CW had been quoted as saying "Gregor Shore will do what they like", effectively conceding that the issues were beyond their control. In essence the Factor had not been representing the interests of the owners whenever the actions of the Developer came into contention.

AM explained that she had a meeting with the Developer the previous week on action to be taken by the Developer on a definitive list of snagging issues. The list had only been received by the Committee on the date of the meeting so there had been no time so far to review it, although this list has been pressed for since December 2006. It was agreed that this list would be displayed on the PPOA website by the Committee.

Adoption of Western Harbour Place was discussed and the question of landscaping which had to conform to the Council's grant of planning permission to Forth Property Developments on 01/07/02. NT advised that the Committee was in correspondence with the Council over this and the rumoured replacement of lamp standards. It was noted that road adoption will bring with it relevant parking regulations. AM advised that CW was considering grassing over the verges but some concern was expressed over whether such a scheme (or indeed the present planting scheme) conformed to specified planting criteria per the planning permission, and whether GS had met those criteria before offering the verges for handover.

The issue of council tax was raised by an owner in light of a recent appeal which had been upheld, permitting re-banding from 'G' to 'F'. Progress of further successful appeals will be published on the website.

6. Quorum Rules

NT advised that the issue of quorum rules would be on the agenda for the AGM in September. This was due to Europa Lettings purchasing c.35 flats in Platinum Point including one entire stair. The quorum rules currently state that there must be at least one owner present (or represented by proxy) from each fully-sold stair, so the absence of Europa Lettings or their proxy from a meeting would mean that a quorum could not be reached. A change to the quorum rules will be proposed at the AGM in September.

7. AOCB

An owner raised the problem of the **car park gates staying open long enough to allow another car to tailgate into the car park**. NT advised that the Committee had requested that CW arrange for Chubb to set the closure time to the minimum but received a quote of £180.00 + VAT. The committee rejected this quote on the owners' behalf as they felt it would be difficult to justify this charge on the accounts. However it was noted for the record that it should not be the Committee's decision but the Factor's. AM advised that she was prepared to go ahead with the quote.

It was noted that **doors are regularly left open, propped open or off the latch** in the development. Doors should be self closing but many of them are not, often this is due to the strength of the prevailing wind. This is on the maintenance / snagging list. **Our local beat officer PC Pennycook has recently checked out the development for loopholes and advised that we should approach the Developer to get all door codes changed as contractors and sub-contractors can get access to adopted stairs. Some will have key fobs**

and PIN codes in their possession. NT advised that the Committee has written to GS's Solicitors to advise that they wish to change these but have received no response.

It was noted that access codes and key fobs are controlled by a computer in the concierge's office. AM advised that she has spoken with Melanie Fuchs at GS and they are happy for the access codes to be changed by Chubb under GS control, but not for the Committee to do so themselves. This would not be acceptable since GS had brought about the present insecure environment. GS will not allow anyone else to change the codes until the concierge's flat has been handed over, which is a matter for early attention by the owners. AM agreed to check out the logistics of taking on a concierge now, and splitting the cost between 244 flats in the same way as other common development costs are allocated (which means the Developer will pick up the cost for the empty flats). **All attendees at the meeting agreed that security should be put at the top of the Committee's agenda.**

An owner advised that they had paid £80.00 to have an extra lock fitted on their front door for extra security.

The Committee advised that two break-ins into the car park had been intercepted, but the trespassers made their escape by climbing over the car park gates. Quotes had been received to close the gap over the top of the gates with grilles and this was being discussed with CW.

With regard to recycling, it was noted that bins cost £300.00 each. There is the cost of the bins to take into account as well as the cost of transporting them to the presentation point via the bin lift if they are stored in the car park, plus the effect of increased pick ups/lorries in Western Harbour Place. Other developers have paid for bins on their sites. The Committee is still investigating but at present it is not looking viable to have recycling facilities on-site.

One of the owners thanked the Committee for the time and effort they are investing.

NT reminded the meeting that at the September AGM all Committee members will stand down, although they will be permitted to stand for a further term if proposed. Proposals for new committee members, with proposer and seconder's names, will be requested well in advance of the September meeting. The owners were reminded that there is a stair rep for each stair on the Committee and any snagging or maintenance issues can be routed through them:

Pat Rennie: 4 WHP (Stair 1)

Tina Finch: 6 WHP (Stair 2)

Anne-louise Duncan: 1 WHB (Stair 3)

Barry Smith: 2 WHB (Stair 4)

George Elliott: 3 WHB (Stair 5)

Nick Timmins: 5 WHW (Stair 6)

The e-mail addresses for the stair reps are in the newsletters and on the PPOA website.

NT concluded the meeting by reminding the owners of the public consultation meeting for the Western Harbour Park to be hosted by City Design Co-operative on 11 April 2007 in the Next Generation Sports Club.

Signed: *N G Timmins* (N G Timmins, Chairman)

Date: 20 April 2007

Platinum Point Cash Account
For the 30 Month Period to December 2006

	6 months to 23/12/2006 £	12 months to 23/06/2006 £	12 months to 23/06/05 £
Receipts			
Maintenance Charges	31,438	27,295	18,600
Bank Interest	0	10	7
	<u>31,438</u>	<u>27,305</u>	<u>18,607</u>
Payments			
Aerial repair	0	87	0
Block insurance	0	12,244	3,380
Cleaning of stairwell, bin rotation, light bulb replacement	10,277	11,545	5,394
Emergency plumber called out by residents	132	0	0
Gardening	3,349	3,718	0
Hire of room for AGM	70	0	0
Kone lift maintenance	6,635	12,504	0
Maintenance & supply of plants in common stairwells	381	761	0
Maintenance of fire alarm system	1,700	874	0
Maintenance of hydraulic lift in bin room	173	165	0
Management fees	4,347	2,220	0
On line banking facility (has subsequently been refunded)	0	266	0
Providing telephone line rental within the lift	403	656	0
Refund of floats to owners	210	92	0
Replacement of light bulbs	93	104	0
Security company repairs intercoms etc	0	29	0
Various - odd job man & joiner i.e. replacing door handles, putting signs up	120	0	0
Water tank maintenance	364	0	0
	<u>28,254</u>	<u>45,264</u>	<u>8,775</u>
Surplus/(Deficit) for the period	<u>3,185</u>	<u>-17,959</u>	<u>9,832</u>

Platinum Point—Block Insurance Policy

Our Insurance Broker Bruce Stevenson Risk Management Ltd (BSRM), on behalf of our Property Management Company, Charles White Ltd (CW), has been covering the Block Insurance Policy since the first Platinum Point property was sold in June 2004.

There have been issues with the apportionment and allocation of the Block Insurance Premiums and this document will explain what has occurred in each of the years that BSRM has held the insurance, i.e. 2004–2005, 2005–2006 and 2006–2007.

Insurance Year 2004–2005

Each property was added to the policy when sold, based on its purchase price and entry date. All premiums were calculated from the entry date to a common renewal date of the 1st May (for example, if you moved in on the 1st July 2004 you would have been charged from the 1st July 2004 to the 30th April 2005, both dates inclusive, which would be 10 months cover or 304 days).

The rate used in the 2004–2005 insurance year (including Insurance Premium Tax and Terrorism Cover) was £0.83p per £1,000 of cover, so based on a purchase price of £300,000, the annual premium would have been £249.00.

It should be noted that in the initial stages, there was no formal valuation of the Platinum Point flats because there were too few flats sold to warrant the expense. Therefore the valuation used in 2004–2005 was ‘purchase price’, to ensure that cover was adequate. BSRM has advised that this valuation basis would be well above the true rebuilding value and that insurance practice dictates that owners ought to have been alerted to make their own valuation arrangements if they considered the sum insured for their property to be inflated.

A sample survey by your Committee has ascertained that no such information was imparted to owners; moreover no premium was invoiced from which the valuation could have reasonably been deduced. Instead funds were drawn from the Residents’ Float without further documentation to the owners concerned, until premiums were eventually invoiced retrospectively in 2006. We discovered from correspondence dated February 2006 (which predated the premium invoice) that this was normal CW practice at the time.

Insurance Year 2005–2006

After extensive consultation with a leading Edinburgh Builder/Developer, BSRM was able to ascertain a ratio to calculate the approximate rebuilding value in relation to the purchase price. They were advised that for a newly built property, in Edinburgh, the rebuilding value was approximately 65% of the purchase price. BSRM agreed with CW that they would implement this rule at Platinum Point.

For the 2005–2006 renewal BSRM implemented the 65% rule across the properties that they were covering at that time. However they have informed us that this rule was inadvertently *not* applied to all those properties. Some properties would still have been paying a premium based on 100% of purchase price, the same as in 2004–2005.

As with 2004–2005, in line with insurance practice, owners ought to have been alerted to make their own valuation arrangements if they considered the sum insured for their flat to be inflated. Again, the sample survey by your Committee has ascertained that no such information was imparted to owners; moreover no premium was invoiced from which the valuation could have been reasonably deduced. Instead funds were drawn from the Residents’ Float without further consultation with the owners concerned, until premiums were invoiced retrospectively in 2006.

The rate used in the 2005–2006 insurance year (including Insurance Premium Tax and Terrorism Cover) was £0.88p per £1,000 of cover. So based on a purchase price of £300,000, and assuming the 65% rule was properly applied, the sum insured would have been £195,000 and the premium based on this would have been £171.60.

Insurance Year 2006–2007

This was the first year that BSRM collected the premiums for Platinum Point and again it was not handled as well as would have been hoped for.

Following the implementation of the 65% rule the previous year, BSRM felt that some of the sums insured were inadequate and, without consultation, they tried to increase all properties to a minimum sum insured of £231,000. This decision was taken in the best interest of the Proprietors to ensure that cover was adequate. However the minimum was inadvertently not applied universally.

The rate used in the 2006–2007 insurance year (including Insurance Premium Tax and Terrorism Cover) was £0.83 per £1,000 of cover. Based on a sum insured of £231,000 the premium would have been £191.73.

Rebuilding Valuation

Following an extensive marketing exercise at the beginning of 2006 BSRM and CW negotiated with Norwich Union (who had taken over the insurance) to have a professional valuation carried out at Platinum Point at no cost to the owners. This would ensure that from 2007 renewal onwards the sums insured represented the full rebuilding figures for each property.

BSRM are committing, in the 2006–2007 insurance year, to refund any proprietor who was over-charged relative to the aforementioned professional valuation. Exact details of how the refund from BSRM will be communicated will follow in due course. This valuation, and the associated policy negotiated with Norwich Union, offers a unique guarantee to all proprietors within Platinum Point that whatever the costs to rebuild (assuming a catastrophic loss) Norwich Union will rebuild the property should their figure be insufficient to cover the building.

On a general note the insured sums used for 2004, 2005 and 2006 were intended to be indicative only, as the onus remained with the Property Owner to ensure that these figures were sufficient to cover the full rebuilding value of their property. As explained above the sums insured should have been communicated to each proprietor explaining that these figures were indicative, and that each proprietor should check with their respective survey report. Insofar as this was not done valuations for 2004 and 2005 will be corrected retrospectively based on the January 2007 valuation report and discounted by the buildings index for each of these years. . Refund arrangements for these two years are still under discussion.

Block Insurance Commission

At the request of the Committee BSRM were asked to confirm commission received under this policy.

They advised us that both the previous insurer, AXA Insurance, and our current insurer, Norwich Union, pay commission of 35% (net of Insurance Premium Tax) for which BSRM retain 20% and the balance of 15% is paid to CW.

For example, if a premium is £315 (including Insurance Premium Tax) then the premium is split accordingly:

Norwich Union:	£195.00	65% of the premium.
Bruce Stevenson:	£60.00	20% of the premium.
Charles White Ltd:	£45.00	15% of the premium.
Total Premium:	£300.00	100% of the premium
Insurance Premium Tax	£15.00	5% of the total premium
Total Premium Due:	£315.00	(including Insurance Premium Tax)

BSRM has advised us that from 2007–2008, in light of revised premium collection arrangements reported to owners by CW, BSRM's commission will reduce to 15% to reflect their reduced workload. By negotiation with your Committee CW's commission will cease altogether. However in its place CW's additional workload will be taken into consideration when their annual fee comes up for renewal at the AGM in September. A flat fee rather than commission would seem more appropriate as the premium collection work is unrelated to insured value. In the above example, for the same property and same rate the £315 premium would reduce to £240.88:

Norwich Union:	£195.00	85% of the premium.
Bruce Stevenson:	£34.41	15% of the premium.
Total Premium:	£229.41	100% of the premium
Insurance Premium Tax	£11.47	5% of the total premium
Total Premium Due:	£240.88	(including Insurance Premium Tax)

Platinum Point Owners' Association
EGM: 28 March 2007
Interim Report on PPOA's Dealings with the Factor
with Observations on the Factor's Dealings with the Developer

Management

This interim report is intended to brief owners on Factor performance over the 6 month period October 2006 to March 2007 and how the presence of the building developer on site has coloured our relationship with them. The PPOA Committee does not have a formal relationship with the developer. The Committee's dealings with Charles White Limited (CW) have been primarily on two levels: (i) with their Estate Manager who has responsibility for day to day management of Platinum Point (PP); and (ii) with her manager the Development Director. More recently we have been given direct access to their Projects & Technical Manager and to their Accounts Department since the original intention for all dealings to go via the Estate Manager was proving too burdensome.

Last September we had to alert CW that accounts issued to owners were incorrectly calculated. Several months passed before they could be re-issued, although buildings insurance premium anomalies were discovered later and are the subject of a separate report. This was an added burden on the Estate Manager, as also was the requirement to produce accounts for the March 2007 EGM. She was expected to carry that burden even though Accounts backing was inadequate in the early stages.

We consider that the Estate Manager has been severely overloaded throughout the period and it is to her credit that on those occasions when she was able to handle PP business we found her professional, competent and courteous. We ascertained in October 2006, once we were becoming concerned about level of service, that PP is one of 22 sites managed by the same individual. CW had accepted that PP would receive a disproportionately high level of service compared with the other 21 on account of continuing building on site but nevertheless the situation seemed untenable, even as far back as October. Various emergencies at these sites over the Christmas / New Year holiday mostly due to high winds, including one at PP, came at a time when she was on holiday. Front office staff, which we later discovered to be agency, had no brief over alternative cover. On return from holiday our Estate Manager necessarily had to give priority to these emergencies.

PP is a very difficult site to manage on account of the proximity of the Developers. Our expectation via their brief in the Deed of Conditions has always been that CW should represent PP owners' best interest in the several areas of conflict with the Developer, but there was a growing perception that they were taking the Developer's side. CW's need to maintain a good business relationship with Gregor Shore (GS), no doubt with an eye on future business, was proving to be a conflict of interest. Typically CW was too ready to accept handover of stairs and other common areas when they were patently not ready. Anyone with minimal experience could see that the stairs were unfinished at the time of handover. Examples were emergency lights not working, electrical sockets hanging off walls, numerous areas of timber damage, missing door fittings, carpets permanently damaged with mastic and the on-going use of fire service passenger lifts for the carriage of goods contrary to regulations published by the Health & Safety Executive.

In the basement car park, post-adoption, there were numerous screws on the concrete floor and it was necessary to take the Estate Manager round to demonstrate the level of the problem. We filled a small envelope in 5 minutes. Builders' work on the ceiling trunking was an on-going source of further screw drops. The writer of this report had three punctures while other owners had whole tyres replaced. Another adopted area accessible from the basement, which was owners' property, was sequestered by the Developer as a joinery workshop for non-PP purposes. Cars were covered with sawdust, parking bays were used as a dump for timber off cuts and the din of a band saw caused disturbance to flats in the vicinity. Yet CW was powerless to make any headway in resolving the matter. A direct phone call to the Development Director elicited the comment "Gregor Shore will do what they like". On 19 February your Committee, with CW's sanction, made direct representations to GS's lawyer on this issue and other lapses of security. This would normally be CW business. A courteous holding reply has been received, but nothing more.

The upshot has been that under pressure from your Committee CW have had to re-visit these handover issues which could have been avoided if they had refused GS's request for handover in the first instance. A more detailed analysis follows in this report. In an attempt to improve the level of service to PP following complaints, the Development Director imposed a set of criteria on the Estate Manager for response to letters, emails, telephone requests etc. Some attempts were made to adhere to these but they were soon abandoned. We eventually made a conscious decision not to press matters since the Estate Manager was clearly under stress. This approach simply piled further pressure on a competent manager with an excessive workload.

Graffiti on the Western Harbour Breakwater plinth is a monument to our frustration. Reported to CW on 31 December; discussed in a review meeting on 16 January; reminded in a further email on 16 February.

Reported to us as removed on 22 February, but still visible and reported by us to this effect on 25 February. No response. Reminder email sent by us on 14 March and only advised as resolved on 25 March.

Financial

1) At the inaugural meeting of the PPOA held in September 2006 it was agreed that representatives of the Committee would meet with the Factor to discuss invoicing errors made by the Factor in respect of the apportionment of maintenance charges. This was done and the charges were subsequently reduced and the basis agreed for future charges.

2) In advance of the March EGM we were in correspondence and held meetings with the Factor to:

- Agree the format of the accounts for the 2 years to June 2006 and the 6 months to December 2006.
- Agree the basis upon which the accounts should be prepared.
- Discuss points arising from a review the draft accounts.

Snagging and Maintenance

At the inaugural meeting of the PPOA on 13 September 2006, the Factors undertook to provide a copy to the Committee of the final snagging list that they agree with the Developer, when every flat has been sold in a particular Stair. The agreed objective was to merge the snagging lists from the Factor with those from the Proprietors.

After some delays the Estate Manager sent a follow up email to the Committee on 9 November advising that CW's Technical Manager was in the process of amending the snagging list, since GS had rectified certain things. Another site inspection had been held to ascertain what had and hadn't been done on the list.

The Committee was formally handed 6 snagging booklets (one for each adopted stair) by CW at a meeting on 14 November 2006. We cross-checked every item in each of the 6 booklets against lists compiled from owners' comments and requested a meeting with CW to review the lists and agree a course of action. CW offered to meet in week commencing 11 December. It had been planned that CW's Technical Manager (who was responsible for handover) would be there but in the event he did not attend and the meeting was held with the Estate Manager alone. It was agreed at this 4-hour meeting that the Committee would undertake more work on the lists in readiness for a site visit by the Technical Manager. On 10 January, the Committee re-sent the revised versions to the Estate Manager. On 15 January, we received confirmation that these had been given to the Technical Manager. Attempts at follow-up with the latter were not acknowledged, and on 30 January the Estate Manager was asked if the Technical Manager had received our correspondence. On 7 February, the Estate Manager responded that she would be unable to attend any meeting for a couple of weeks as she was concentrating on getting the accounts for PP ready. Without wishing to interrupt those accounts proceedings but keen to pursue the issue of snagging, a further message was sent to her asking if she could arrange for the Committee members to meet the Technical Manager instead. The latter then responded and a meeting was set for 12 March.

A constructive meeting with the Technical Manager took place on 12 March but on the 13 March he advised that the Developer was unwilling to attend a subsequent site meeting. CW asked GS to identify its intentions on all the snagging issues by 28 March, failing which CW will escalate the matter within GS.

Summary

You will have inferred from all the foregoing the enormous frustration your committee members have experienced. Each in his/her own way has dedicated time and skills in areas of legal, financial, strategic planning, secretarial and dealings with local government, police, planning agencies and the like. We have pressed the local authority on matters of road adoption, reported out of hours building site noise contravening byelaws to Council inspectors, lobbied the Health & Safety executive about issues at the PP site, commissioned a test of the water supply (100% pass) and requested a Fire Brigade report on the causes and resolution of the fire in the Park Block on 12 October. We have attended focus groups to impart opinion on the wider issues of harbour development and park design.

As a Committee we have met 8 times and from time to time invite guests to address topical interests. Our local beat Police Officer has attended and in co-operation with him we have become an approved Neighbourhood Watch location. Communication with the community that we serve is via our website (ppowners.com) and a quarterly newsletter.

BUT it could all be so much better if we needed to spend less time with our Factor. They too have a thankless task representing us while we share the site with the Developer, and they need to address the special issues that such cohabitation brings to the community of owners.