

Platinum Point Owners' Association
Minutes of Annual General Meeting
held at 7.00 pm on Wednesday 26th September 2007
at Next Generation, Newhaven Harbour

1. Welcome, Introductions and Apologies:

Nick Timmins (Chairman) welcomed the attendees, introduced PC John Pennycook (PP's Community Beat Officer) and gave apologies from Committee member Pat Rennie who was on holiday. All other Committee members were present as follows: Anne-louise Duncan; Claire Dunlop; George Elliott; Tina Finch; Barry Smith; Nick Timmins.

2. Minutes of Founding Meeting (13/09/06)

The minutes of the Founding meeting which were distributed to proprietors in September 2006 by Charles White were approved.

3. Minutes of EGM (28/03/07)

The minutes of the EGM which were distributed to proprietors in April 2007 by Charles White were approved. Nick Timmins (NT) explained that the EGM had been held as a one-off exercise to give Charles White the opportunity to present their accounts for the 30 month period to December 2006. They included interim accounts for 2007, the full year to 23/06/07 being presented at this AGM.

4. Neighbourhood Watch

PC Pennycook introduced himself and described his role as Community Beat Officer. His tip to reduce crime was to advise neighbours when your property will be empty, this being the best form of security. He advised that the English Neighbourhood Watch Scheme had recently collapsed due to funding issues and a new network is currently being established. The Scottish Scheme has recently been renamed as the *Association of Scottish Neighbourhood Watches*.

A suggestion was made that the details should be put on the PPOA website. NT undertook to review what is already there and update as necessary (see ppowners.com/General.html). Our Broker had advised that there is no reduction available from the Insurer for our block buildings insurance policy as a result of the scheme but individuals can approach their insurers for a possible reduction on their contents insurance.

It was noted that Anne-louise Duncan is the Neighbourhood Watch coordinator for PP. There is a link on the PPOA website which proprietors can use to sign up for the scheme (nw@ppowners.com). Signs will be displayed on lamp posts in due course (an application has been submitted to the Council). Public liability insurance is provided for those households that have signed up to the scheme.

PC Pennycook advised attendees they are welcome to contact him about any issues — not just Neighbourhood Watch. He explained that although Newhaven / Western Harbour is a low crime area the underground car parks give easy access to criminals. There is currently no routine patrol around Western Harbour but there will be once the road system opens up.

There are 7 Community Officers at Leith Police Station plus 7 in the 'Safer Communities' Department. There is always a Sergeant and 8 officers on call at any one time. Opening hours are 7.00 am to 11.00 pm 7 days per week. If the door is locked the public can use the yellow phone next to the front door to call for assistance.

It was noted that there have been 4 instances of break-ins recorded at PP. Residents were reminded to make sure doors and gates are closed behind them.

Police contact details are as follows:-

PC John Pennycook

Community Beat Officer, Leith Police Station

Tel: 0131 554 3950

john.pennycook@lbp.pnn.police.uk

Christine Harrison

Volunteer Co-ordinator, Police HQ Fettes

Tel: 0131 311 3371

PC Fiona Blenkinhorn

Community Safety, West End Police Station

Tel: 0131 311 4324

fiona.blenkinhorn@lbp.pnn.police.uk

5. Quorum Rules

The proprietors were reminded that when the Association was formed a quorum was set as 25% of flats sold by the Developer including at least one representative from any stair where all flats have been sold by the Developer. At the time the Association was not aware that one whole stair would be sold to a single party. A change to the rules was proposed to remove the 'one representative from each fully-sold stair' clause. There were no opposers to the change, therefore the proposal was carried.

6. Factor's Report

NT introduced George Elliott (GE), Committee member with accounting responsibility, and Lynsay Hunter (LH), Senior Property Manager at Charles White and CW's Manager for Platinum Point since 8 August 2007.

LH asked that residents should address day to day queries to her. She advised that she was happy with the job that the cleaners were doing but if there were any concerns they should be addressed to her. It was noted that the gardener's contract is up for renewal in December and is being put out to tender at present. LH apologised for the recent insurance premium demand letters that had been sent out in error and said she was working with the Insurance Broker to resolve this error.

Copies of Charles White's accounts were distributed at the meeting. GE explained that CW's client accounts are maintained on a cash-only basis. They reflect only the cash receipts and payments, but not accounts payable or receivable. GE advised he had reviewed the bank reconciliation, which ought to corroborate these accounts and had some queries which he would be raising with CW, but these did not affect the figures distributed at the meeting. GE advised that he had not audited the figures; this was something that Charles White needed to do internally. The accounts are attached as Appendix I.

A query was raised on the clearance of blocked bin chutes, and LH advised these are charged to each stair as appropriate.

NT advised that a special arrangement had been made with the cleaners regarding over-sized rubbish left in the bin stores by residents. This rubbish should not be left there, but it often is and needs to be cleared out periodically. The cleaners remove the rubbish and take it to the tip for an extra charge. A query was made as to whether the bin stores could be locked, but for various reasons they cannot be —

residents need access to put larger items in the bins. Also the water taps are in these rooms.

A query was made about the redecoration of stairs. LH advised that in the Deed of Conditions it states that stairs will be redecorated every 5 years. Maintenance issues such as the cracked glass and peeling plaster in 6 WHP entrance has been placed on the property maintenance list and will be dealt with in due course.

A query was made with regard to on-site recycling facilities. LH advised that she is in contact with the Council on this issue. NT advised that there is an expectation that recycling facilities will be provided on site as required by the Council in their planning grant to the Developer.

7. Committee's Report

A copy of the report was distributed at the meeting and is attached to these Minutes as Appendix II.

NT advised that the Committee had met 13 times since the PPOA was formed, to address the issues of greatest concern to the proprietors. In line with the PPOA rules NT reminded proprietors that the Committee are required to stand down at the AGM and that a new committee must be elected.

NT also reminded the proprietors that the PPOA does not have a relationship with the Developer, but rather Charles White as Factor acts as intermediary for handling Developer issues.

The Committee has contacted other bodies where their intervention was considered to be in the best interests of the proprietors. Among these were the Health & Safety Executive and City of Edinburgh Council. One proprietor, who is also an employee of the Developer, expressed disapproval on behalf of the Developer at the "aggressive" tone of the Committee's correspondence with the H&SE. [It should be noted though that on the day following the AGM a proprietor who was unable to attend the AGM reported that the upper level of a duplex under construction in Stair 5, with unprotected balustrade, was left open to the landing overnight. This is one of the hazards reported to the H&SE, and which has been reported to the Developer via the Factor since].

In a recent meeting with the Factor it became clear to the Committee that the Factor was assuming a level of autonomy beyond their brief, by dint of their relationship with the Developer. This was not supported by the Deed of Conditions, but instead the Factor is in a 'service provider' / 'client' relationship with the proprietors, and their continuing tenure would normally be subject to annual review: a position that they now recognise. In light of CW's parallel relationship with the Developer, concern was expressed that there may be a conflict of interest.

In regard to her workload LH advised that Jeni Bole will deputise for her when she is absent for any reason.

NT advised that the previous cleaner had been sacked due to misconduct on the part of one of their employees, and that the replacement firm had turned out to be good.

The current gardener is perceived as doing poor work and this work has been put out to tender by the Factor. The new appointment will start in December.

It was noted that JP Electrical are contracted to change the light bulbs.

With regard to financial matters it was noted that CW had issued incorrect invoices in 2006, which needed to be recalculated and re-issued. Apparently the Factor was not following the apportionment laid out in the Deed of Conditions. The insurance premiums had to be recalculated also, and refunds issued where necessary due to

significant errors. A formal valuation of the site took place in December 2006 and will be the basis for insurance calculations from now on, and has been adopted as the basis for retrospective calculations to replace the erroneous ones. NT advised the proprietors that the Factor had been receiving commission on the proprietors' insurance premiums. Although paid by the Broker it was tantamount to a supplementary fee which would need to be authorised by the proprietors, per the Deed of Conditions. The arrangement was abolished as from 1st May 2007, resulting in an approximate 23% reduction in premium.

NT advised that the Committee had established a relationship with the Police, Leith & Newhaven Community Council (who liaise with the City of Edinburgh Council, especially with regard to planning) and Forth Ports Authority.

It had been hoped that Chubb Security would give a demonstration of their 'Redcare' alarm system fitted in each stair, and explain the evacuation procedure, but this has not been possible so far. This will hopefully to be arranged and details published in a PPOA newsletter.

The Committee has also been in contact with the Drinking Water Quality Regulator regarding the internal holding and pumping facility at Platinum Point. It was confirmed that proprietors are jointly liable for any infection that occurs after the water has entered Platinum Point. Scottish Water's liability ends at the shut-off valve to PP. LH agreed to check our Public Liability insurance to see if this is covered. NT advised that a test had been commissioned at one of the flats at Platinum Point and had passed. A representative for the Developer (who is also a proprietor) advised that the holding area for the water is tested each time a flat is sold. CW undertook to carry out a yearly check.

8. Procedure for Action when Proprietor's Rights are Challenged or Denied

NT reiterated that the PPOA does not currently have the rights which it will have 2 years after the last flat is sold by the Developer. It is currently a 'voice' for the proprietors and a coordinator for proprietors' rights as individuals. It may be possible to consider taking legal or other professional advice in the future, and for the cost to be charged back through the Factor to the proprietors. However the Committee believe that this is not possible at present. As the Committee cannot pay for legal advice there is only so much they can do to bring about changes. Delegates were invited to submit any alternative ideas to a member of the Committee.

9. Factor's Fee

The PPOA is not permitted to set the Factor's remuneration until 2 years have passed after the Developer has sold the last flat, so this item was deleted from the agenda.

10. AOCB

Margaret Rooney advised those present that she has arranged a meeting with the Council on the state of the Breakwater and anyone who wishes to is welcome to attend with her.

A suggestion was made that a "Good Guide for Neighbours" be produced but it was thought to only work if the Deed of Conditions were enforceable. Tenants in particular appear to be unaware of its prohibitions. The Factors have already written to Letting Agents with a list of do's and don'ts which has had minimal impact. One proprietor who also works for the Developer advised that proprietors experiencing problems can write to Gregor Shore for assistance. It was suggested that proprietors can also write to the Council for assistance. If anyone requires a contact at the Council, Anne-louise Duncan (Committee member) will be happy to assist.

NT read out a query from a neighbour who could not attend, raising three points. The Developer undertook to deal with two of these: (i) a temporary road sign at the entrance to Western Harbour Way; and (ii) regular grass cutting in Western Harbour Way, which had become very overgrown. However the nuisance caused by crows, often at dawn, was considered beyond intervention until their nest could be found.

A query was addressed to the Developers as to when they expect to have sold all the Phase 1 flats to which they advised around 2 years' time.

It was noted that a proprietor had been advised by the Land Registry that holiday lets are illegal. The Deed of Conditions also restricts occupation to one family.

11. Retrospective Election of Committee Secretary

Following the resignation of the original appointee, Claire Dunlop was elected as Committee Secretary by unanimous vote of the Committee on 15/11/06. The appointment was ratified retrospectively at this AGM by unanimous vote in accordance with the rules.

12. Appointment of New Committee and Officers

NT thanked the members of the outgoing Committee for their hard work and the skills that they had brought to the Association. The following agreed to stand and were voted onto the Committee unanimously in each case (proposers and seconders on file):

Member	Address	Member	Address
Helen Manson	4/9 WHP	Tina Finch	6/11 WHP
Marco Truffelli	3/26 WHB	Anne-louise Duncan	1/14 WHB
Duncan Clark	2/9 WHP	Claire Dunlop	6/1 WHP
North Kerr	2/11 WHP	Nick Timmins	5/15 WHW
Pat Rennie	4/10 WHP	Lindsay Brown	2/3 WHB

Officers will be appointed at the first Committee meeting.

13. Meeting Close

There being no other business, the meeting was drawn to a close.

Signed:

Nick Timmins

Outgoing Chairman

Date: 25 October 2007

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Platinum Point Cash Account For the Year to 23rd June 2007

	<u>12 months</u> <u>to 23/06/2007</u>	<u>12 months</u> <u>to 23/06/2006</u>	<u>12 months</u> <u>to 23/06/2005</u>
	£	£	£
Receipts			
Maintenance Charges	78155	27295	18600
Bank Interest	2	10	7
	<u>78157</u>	<u>27305</u>	<u>18607</u>
Payments			
Aerial repair	66	87	0
Block insurance	2248	12244	3380
Cleaning of stairwell & bin rotation	19983	11545	5394
Emergency plumber called out by residents	264	0	0
Gardening	6709	3718	0
Hire of room for AGM	217	0	0
Kone lift maintenance	12852	12504	0
Maintenance & supply of plants in common stairwells	762	761	0
Maintenance of fire alarm system	1928	874	0
Maintenance of hydraulic lift in bin room	438	165	0
Management fees	23272	2220	0
On line banking facility (has subsequently been refunded)	0	266	0
Providing telephone line rental within the lift	754	656	0
Refund of floats to owners	210	92	0
Replacement of light bulbs	490	104	0
Security company repairs intercoms etc	197	29	0
Clearance of blocked bin chute	384	0	0
Various - odd job man & joiner i.e. replacing door handles, putting signs up	302	0	0
Website registration	168	0	0
Copying & posting Association letters	56	0	0
Geographers A-Z Map	59	0	0
Removing graffiti from Breakwater car park	53	0	0
Water tank maintenance	364	0	0
	<u>71776</u>	<u>45264</u>	<u>8775</u>
Surplus/(Deficit) for the period	<u>6381</u>	<u>-17959</u>	<u>9832</u>

**Platinum Point Owners' Association
Annual General Meeting
26 September 2007**

Report from the PPOA Committee

1. Purpose of this Report

This report is intended to brief proprietors on the work of the Committee and dealings with the Factor and other bodies over the 12 month period from October 2006 to September 2007, and how the Factor's particular relationship with Gregor Shore (GS) has influenced our relationship with them. The Committee's dealings with Charles White Limited (CW) have been with their Property Managers (we are now dealing with the third Property Manager allocated to us, two having resigned during the course of the year). The Property Manager has responsibility for day-to-day management of Platinum Point (PP). Half way through the year we were also given direct access to CW's Projects & Technical Manager, since the original intention for all dealings to go via the Property Manager was proving too burdensome and ineffective.

The PPOA Committee does not have a formal relationship with the Developer. What little contact there has been with GS has been at the request of, or on the advice of, CW staff.

2. Factor's Dual Role

Firstly, five or six years ago CW entered into partnership with GS to manage the PP development, which included in its remit the adoption of common areas on behalf of the proprietors. Secondly GS appointed CW as the first Factor for PP. CW's obligations in this latter regard comprise the power to instruct and supervise common repairs and maintenance, and to apportion the cost of same among the proprietors, for which service the proprietors pay an annual fee. This remit is defined in the Deed of Conditions (the Deed) dated 22/06/2004, which governs the relationship between the Factor and each proprietor.

Insofar as areas of the development offered for adoption to CW by GS may not reach an acceptable standard for proprietors to be prepared to take on maintenance at their own expense, a conflict of interest can arise. On the one hand there is an expectation on the part of GS for CW to adopt areas offered to them, in pursuance of their management role, while on the other hand CW cannot force that decision on the proprietors because their factoring role implies that they will serve the proprietors' best interests in regard to common repairs and maintenance. Moreover there is nothing in the CW / proprietor relationship defined in the Deed that refers to a delegated role in regard to the adoption or take-over of new areas.

Put another way, GS's expectation of CW is as agent for the proprietor in all common issues in the development, whereas each proprietor's obligation is limited to the stipulations of the Deed, with anything outside that obligation falling to the proprietors as individuals, or their elected representatives, but not the Factor.

It needs to be stated that CW appear to work on the basis that their role in respect of the proprietors per the Deed is somehow augmented because of their role in respect of GS. This has been a source of conflict which came to a head in meetings on 29 August (when CW asked to meet the whole Committee) and 31 August when our Chairman met CW's MD. We were able to remind CW that they are in a Service Company / Client relationship with the proprietors, in exchange for an annual fee. Were it not for a delay clause in the Deed which temporarily protects their tenure, their continuing appointment would be a matter for the proprietors to decide upon in an annual review. Both sides agreed that the PPOA does not yet have the powers of a properly constituted body of the proprietors per the Deed, but that it can voice the collective rights of the proprietors that the Deed guarantees.

3. Property management personnel

As already indicated, we are now under the auspices of our third Property Manager. In September 2006 Alison MacGregor was managing PP but was overwhelmed by the task.

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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. The Development Director imposed a set of criteria on Alison for response to letters, emails, telephone requests etc., and some attempt was made by her to adhere to these criteria but they were soon abandoned. CW had accepted that PP should receive a disproportionately high level of service compared to the other 21 sites, on account of continuing building on site but nevertheless the situation seemed untenable, even as far back as October. Various emergencies at other sites over the Christmas / New Year holiday, mostly due to high winds, came at a time when our Manager was on holiday. Front office staff, which we later discovered to be agency, had no brief over alternative cover. On return from holiday our Manager necessarily had to give priority to these emergencies at other sites.

We even suggested to Alison that she should tell her management she was overloaded with work but she was reluctant to do so. Graffiti on the Western Harbour Breakwater plinth was a case in point. 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 on inspection it was 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. Alison was replaced by Sarah McGill on 10 April.

Coincident with Sarah's arrival, CW reorganised, interposing an extra layer of management by appointing Lynsay Hunter, Senior Property Manager, as Sarah's manager. Formerly Alison had reported direct to the Development Director. Lynsay was also to become Sarah's deputy to stand in during her absence. Over the next 4 months Sarah did much to move things on and impressed us greatly through her drive and efficiency. She took the attitude that there were tasks that needed to be completed, even if that meant working over the odds. She was the first, and only, Property Manager who acknowledged that CW was there to serve us, and we felt at last that PP was in capable hands. Sadly Sarah resigned her post on 8 August. Lynsay Hunter has taken over, but initial signs are that her absences due to her senior post have left us with gaps in our service, without the deputising arrangement that Sarah and Lynsay together were able to afford.

4. Common repairs and maintenance (excluding Factor dealings with the Developer)

This refers to adopted areas of the site only, for which the proprietors have responsibility through the Factor. Working clockwise from 4 Western Harbour Place as Stair 1, the following stairs out of a total of 11 have been adopted: 1, 2, 3, 4, 6 & 7. Most of the courtyard planting, but none of the basement planting, nor Western Harbour Place or Western Harbour Way planting have been adopted. The basement car park under the Quay Block has been adopted, but not the part under the Park Block, nor have either of the automatic gates.

Routine appointment of contractors has worked well, and where those contractors have defaulted, appropriate action has been taken by the Factor. The cleaners were replaced due to misconduct on the part of one of their operatives, and the present company, ARC, are doing a good job. The gardener has been replaced once already due to unsatisfactory work, and will possibly be replaced again in December after further tenders have been sought. Occasional emergencies have been dealt with efficiently, although that was not the case for ad-hoc requests prior to the change in management on 10 April.

5. Financial (except insurance)

In September 2006 we had to alert CW to the fact that invoices issued to proprietors were incorrectly calculated. Several months passed before they were re-issued, although buildings insurance premium errors came to light later (see below).

In essence there were two types of problem relative to the requirements of the Deed: (i) an incorrect algorithm was being used to calculate the apportionment of stair-related costs, which ought to have been in the ratio of floor area within each stair; and (ii) the divisor used for costs overall should have been the total number of flats, not the number of flats sold. Costs relating to unsold flats should have been allocated to GS but were actually being borne by the proprietors.

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While there have been continuing minor inaccuracies in subsequent invoices, they have been generally apportioned accurately since.

In accordance with the requirements of the Deed, on 19 June we gave CW 2 months' notice to provide year-end accounts for the 12 months ending 23/06/07. Our Property Manager's resignation intervened on 8 August, but an initial draft was received. At the time of writing (24/09/07) we were still awaiting sight of the bank reconciliation which should verify that the cash account has been prepared correctly. We had expected that CW would be distributing copies of the Cash Account to the proprietors before this meeting but now understand that they will be tabled at the meeting.

6. Financial (insurance)

The insurance year runs from 1 May until 30 April. Since 01/05/04, with the exception of year beginning 01/05/06, CW have been collecting premiums and passing them to our Broker, Bruce Stevenson Risk Management (BSRM). (In 2006 BSRM had to collect premiums direct due to a rule change in the Financial Services Authority, which was subsequently relaxed for 2007 onwards).

A chance investigation by us into widely differing premiums charged to two identical flats unearthed a number of errors and anomalies through direct discussion with BSRM. These errors dated back to the beginning when the first flat was sold in 2004. BSRM were extremely helpful in untangling the errors and generating accurate premium figures. They then advised proprietors on 6 June 2007 the correct amount to pay to CW (net of any refund). Sadly CW do not appear to have corrected their own accounts, and despite having received premium payments in June 2007 have perpetuated the errors by issuing successive letters to over 100 proprietors, the most recent being in September threatening referral to a debt collection agency and placement on a credit black list.

7. Factor representation of proprietor concerns to the Developer

This has fallen into four parts: (i) deleterious Developer activity; (ii) site security; (iii) disputes over use and ownership of the common areas; and (iv) snagging of adopted areas:

- (i) Over the year, proprietors have asked CW to intervene in such matters as obstructions caused by contractor vans; dropped screws in the basement causing punctures; contractors joy-riding on the fork-lift truck in the basement; use of passenger lifts for carriage of building materials; site noise outside permitted hours (Monday–Saturday, 7.00am–7.00pm); and sequestration of areas of the development already part of proprietors' adopted property. Some limited progress has been made, but CW's stated position has been that "the Developer will do what they want". In some instances the Committee, and occasionally other proprietors, have made successful approaches to bodies such as the City of Edinburgh Council (CEC), the Health & Safety Executive and the local MSP.
- (ii) There are numerous key fobs in issue, and/or disclosure of door codes to contractors, but no record has been kept. There have been a number of instances of theft and vandalism in the basement and a few flat break-ins, but so far CW have not managed to rectify the situation by commissioning code changes and fob reprogramming as has been requested, and recommended by the police. We have heard recently that the Developer has commissioned a security report by the police, since some of their own property has been stolen too.
- (iii) There have been two instances of the Developers taking over parts of the adopted basement for their own purposes. CW's advice was to contact the Developer's solicitor, which the committee has done on two occasions. Some progress has been made in one of the instances.
- (iv) Our expectation via their brief in the Deed has always been that CW should represent PP proprietors' best interest, but there has been a growing perception that they were taking the Developer's side. 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.

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Examples were emergency lights not working, electrical sockets hanging off walls, numerous areas of timber damage, missing door fittings, live power cabinets with open connections, and carpets permanently damaged with mastic.

In the basement car park, post-adoption, there were numerous screws on the concrete floor and it was necessary to take the Property Manager round to demonstrate the level of the problem. 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. Several open rainwater outlets in the basement ceiling were left unfinished and are only just being worked on one year later.

The Committee appointed two of its members with specific responsibility for liaising with CW to move forward the issue of outstanding snagging. We made our own lists by examining every adopted area of the site, and invited CW to do the same. We reached an agreed position with CW, but there the matter stuck. It wasn't until March that we were allowed direct access to CW's Projects and Technical Manager, and even then there was virtually no progress. CW reported to us that they had made all the appropriate representations to the Developer, and that is where the matter stood until the meeting on 29 August (mentioned above. See *Factor's Dual Role*).

At that meeting CW's MD proposed that CW obtain an estimate from an independent contractor to correct all outstanding snagging work, and present it to GS for them to finance. This proposal was warmly received by the Committee.

8. Planning Enforcement

CW have been advised that there are four conditions attaching to the Developer's planning grant by the CEC that have not yet been discharged, and which are under investigation by the CEC Planning Enforcement section:

- (i) Provision of recycling facilities (a prerequisite for occupation).
- (ii) Provision of a minimum of 60 basement car parking spaces to be communally available.
- (iii) Provision of secure cycle lockers in the basement (the Deed indicates that there should be one cycle storage space per flat).
- (iv) Noise protection for flats overlooking the Sports Centre (a prerequisite for building to start).

The CEC planning grant also requires there to be an approved "fully detailed landscape plan, including details of all hard and soft surface and boundary treatments and all planting". CW have been asked to check all landscaping and planting against this plan prior to adoption. So far the committee has been unable to gain sight of the plan. Its approval by the CEC was a prerequisite for landscaping to start.

9. Factor Remuneration

When GS appointed CW as the first Factor for PP, they set the annual fee chargeable to proprietors. The Deed expressly prohibits the Factor from setting their own fee. In this context the committee discovered that the Factor was receiving commission on the insurance premium, and although paid by BSRM it nevertheless represented a levy on the proprietors and was inconsistent with the requirements of the Deed.

This commission arrangement was withdrawn on 1 May 2007, resulting in a 23% reduction in buildings insurance premium. The Committee had hoped to re-negotiate the Factor's fee during this meeting of proprietors, but it has been pointed out to us that we do not yet have that right.

10. Liaison with various bodies

We have a liaison with the 'Leith Harbour and Newhaven Community Council', and have made visits to Forth Ports and CEC offices to examine planning papers to confirm that PP conforms in every way. PC Pennycook of Lothian & Borders Police has joined committee

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meetings from time to time and was instrumental in helping us set up a Neighbourhood Watch scheme at PP and providing advice on security.

Chubb Security promised at one time to demonstrate their 'Redcare' fire security system installed in each stair, together with fire evacuation procedures with a view to our passing the information on to residents via the Newsletter, but it has not yet taken place.

In view of the indirect drinking water holding tank and pumping facility at PP, we have corresponded with the Drinking Water Quality Regulator over proprietor liability for the quality of the internal supply at PP. Scottish Water's responsibility ends at the boundary valve to PP, and thereafter responsibility for quality rests with the proprietors, together with the Developer while there remain unsold flats. Water analysed from one of the flats passed all tests.

11. Summary and Recommendations

Since the founding meeting your Committee has met in each other's homes on 13 occasions, delegating work amongst themselves in accordance with their personal skills. Communication to the proprietors has been via a quarterly Newsletter, *Platinum Points*, and via our website *ppowners.com*.

We have had notable successes in certain areas, particularly in bringing about accurate invoicing of management costs and insurance premiums. We have also brought about a radical reduction in the buildings insurance premium, through the abolition of the Factor's commission which amounted to a levy on the proprietors.

The exertion of pressure on CW to check thoroughly before adopting areas of the development seems to have had some success, but little progress has been made in the snagging of stairs and other common areas already adopted before the PPOA was formed last September. We await news of the third-party contractor proposed by CW.

We have also had correspondence with the Health & Safety Executive over (i) the inappropriate use of Fire Service lifts for the carriage of building materials; and (ii) unprotected sheer drops from the upper level of duplexes before balustrades were installed, via direct access from the stair landing where doors have been left open unattended. In both cases residents, and particularly young children, were exposed to significant risk.

There would be no gain in making any recommendation about the Factor, because their position is protected for at least the next three years, and possibly longer, through a clause in the Deed. We propose therefore to continue with the status quo, hoping that their service will improve in respect of (i) finance and accounting; and (ii) the unbiased service to the proprietors required by the Deed.

On behalf of the PPOA Committee

Nick Timmins

Chairman

24 September 2007