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Termhouse (Grosvenor Court) Management Ltd
c/o Patrick Neville
15 Grosvenor Court
75 Christchurch Avenue
Brondesbury Park
London
NW6 7NX

Minutes of AGM of Termhouse (Grosvenor Court) Management Ltd held at Grosvenor Court on Saturday 24 November 2007 at 3 00pm

Meeting Chaired by Patrick Neville,
Minutes taken by Patrick Neville, Flat 15

Present

Simon Phillips, Flat 2 (Director)
Andrew Shestopal, Flat 3
Arthur Williams Flat 11
Dr Mudassar Hussain, Flat 12a
O Adegbemile, Flat 14
Aklingedrge Adegbemile Flat 14
Patrick Neville, Flat 15
Dave Elliott, Flat 24
Mahvash Moghaddam, Flat 21
Margaret Morgan, Flat 32
Sara Morgan, Flat 32
Nelly Szabo Flat 31
Adam Bossick, Flat 31
Thomas Grainger, Flat 34
Matthew Zych, Flat 34

Apologies

Mark O'Brien, Flat 23
Eddie Knevet, Flat 25
Matthew Eastwood, Flat 35

Proxy Votes Matthew Eastwood Flat 35 To Patrick Neville
Eddie Knevet Flat 25 To Patrick Neville
Dr Antoinnette Kotze Flat 12a to Dr Mudassar Hussein

(1) Update Patrick Neville gave the following update to the meeting The bank account dated 23 November showed a bank balance of £10,401 26 credit This is again one of the highest amounts of cash in the bank for many years collected only from service charges and ground rent The past year had brought up several questions regarding the running of the company and from various members who were not happy that although major work was agreed at the last AGM it had not been followed up on

The major items of work that had been completed since the last AGM were the replacement of the door to the roof of the block with a proper fire door and the installation of the fire alarm system throughout the public areas of the block These were significant improvements to the block PN stated that the main function of this AGM was to address this issue of major works and he would not be leaving the meeting without approval Difficult and hard decisions would be addressed and taken at this AGM PN also stated that in order for progress to be achieved over the coming year there would have to be a calendar of meetings agreed and that these meetings would be held every 2 months with notices posted on the board in the entrance hall

(2) Resignations Simon Phillips and David Elliott outgoing Directors and Eddie Knevet outgoing Company Secretary all resigned as per rules Only one letter had been received by our registered office Patrick Neville Flat 15 put himself forward for the position of Company Secretary and/or Director The election would take place at the end of the meeting which was

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in accordance with correct procedures and it allowed all present to have a more informed opinion on the future running of the block

(3) Acceptance of Minutes of last AGM on 19 August 2006. There was some discussion regarding the minutes but as Mr Adegbemile pointed out to the meeting the purpose was not to discuss the contents or subject matter but to accept the minutes as a record of the last AGM. The minutes were accepted unanimously

(4) Acceptance of accounts for years ending 30th September 2006

The accounts for the year ending 30 September 2006 were approved by all present. The major expenses were again relating to gardening and cleaning with the only other major expenditures coming from the new fire door on the roof, fire alarm system and the replacement of the main water pipe coming into the block. These three items of work were very important and the benefits would last for many years.

(5) Day to Day Management of the Block

While several lessees were very unhappy that little progress was achieved following last year's AGM, the main area of concern was the roof and outside drain pipes and that this took precedence over all other issues. PN and MM (FLAT 21) mentioned cleaning of the public areas and it was agreed that it could take place as soon as possible and possibly before Christmas with a professional cleaning company contracted to carry out the work. The footpath was another area in need of attention and especially as this had insurance implications relating to personal injury etc. No decision was taken again as the major work would have to be completed first. The garden and cleaning of the block were significant expenditures for the company and this could be reviewed during the coming year. Mahvash Moghaddam, flat 21 raised the issue of managing agents and that while it was agreed at last year's AGM to look into this and draw up a short list of suitable companies for the members to decide on, nothing had happened and that the management of the block had failed in this regard to carry out agreed procedures on behalf of the members. This should not have happened and should not be permitted to happen again in the future. All agreed that we must follow up on these decisions when agreed at an AGM and while we would not be appointing management agents at this time, elected management must report to and inform members in a timely fashion at all times on what is or is not happening.

(6) Essential Works As it was agreed last year and following in depth discussion, the roof and drainpipes were now more urgent than ever. This work should have been undertaken as previously agreed and was now a matter of urgency. Patrick Neville and Simon Phillips stated that the decisions to be taken were (1) were all present agreed on appointing 'The Flat Roof Company' to carry out the work and (2) were all present agreed on setting an amount for each flat to pay and also in the case of flats not being in a position to pay upfront that the company would take a loan out on behalf of those flats with all interest and costs incurred in this divided evenly between these flats only. A copy of the Flat Roof Company's tender and Lloyd's TSB loan documents had been circulated to those present at the beginning of the meeting. Margaret Morgan stated that her flat had been damaged as a result of the roof problems and that the management company had been to blame in its inaction over the previous year to do anything to resolve this. Mahvash Moghaddam had a photo album of photographs showing damage to her flat from the on going problems of the drain pipes from the roof. Patrick Neville said that this problem was also evident on the other side of the block and Nelly Szabo confirmed that the smells coming from these pipes were significant in her flat also. As time went by more and more problems relating to the roof and pipes were manifesting themselves and more flats would be damaged.

All agreed that the time for discussion was over and while it was going to be painful financially we had to proceed without delay to protect our flats and the block from further damage. It was agreed unanimously to appoint The Flat Roof Company to undertake the work on the roof and pipes with the work to begin on or as soon after February 1 2008 as possible. Patrick Neville would undertake this work and report back at the next meeting on 26 January.

A sum of £1800 per flat was proposed and unanimously agreed by the meeting to cover this work with the confirmation by lessees that they would be either paying in full or availing of the loan facilities by 31 December 2007 (See Note 1 below) This would raise a total of £37,800 in total and would cover the cost of the work This was in addition to everyone's normal service charges Payment in full would have to be received by Termhouse before the work started and if this was not possible then lessees would have to avail of the loan facilities offered (See note 2 below) The loan would not cost Termhouse anything as the lessee participating in this would have to repay all costs equally divided and would not be able to sell their properties without repaying any monies owed to Termhouse as is the case with all monies owed in any case including service charges etc

(7) Service Charges Service Charges were generally up to date with no arrears of any significant amount and all lessees in contact with Termhouse throughout the year The collection of service charges was running smoothly with all new lessees paying by standing order It should be noted that it is important for lessees to pay their ground rent of £25 per year as well as this is a legal requirement on top of the monthly service charge

There had been no increase in the service charges for a number of years and this needed to be reviewed but following the agreement on the major works it was unanimously agreed to leave the service charges at the present level for this year

(8) Health and Safety Tom Grainger and Matt Zych from Flat 34 raised the issue of Asbestos in the block as having recently purchased their flat had the issue of asbestos listed high on the list of concerns by their legal representatives in dealing with Termhouse It was agreed that PN would request our insurance company to look into this and report back

PN noted that there are now many more questions asked regarding issues like asbestos when potential buyers are looking at properties and we need to make sure we comply with these as much as possible to enhance the value of the block and individual flats These issues are being addressed constantly in an effort to improve our position

(9) Any Other Business

Margaret Morgan stated that despite her flat suffering damage from a leaking roof and having reported this to management she was unhappy that nothing had been done in nearly a year and she was yet to receive a confirmation that no work had been done to resolve this problem She required this confirmation in relation to her insurance claim and she had despite several attempts not received a written response from management This was unacceptable and need to be highlighted at the meeting Simon Phillips confirmed that no work to his knowledge had been undertaken on the roof so far relating to the leak into her flat

Andrew Shestopal of flat 3 stated that he was in the process of replacing his windows on the rear of the flat at ground level and while everyone agreed that it was something that needs addressing any work on the front windows would require permission from Brent Council and that all work proposed would have to be submitted to Termhouse for approval as our windows would have to be replaced only within strict guidelines It is possible that other lessees with windows at the back could join with Andrew in checking out a better deal on costs Any work carried out would have to be undertaken without causing damage to our gardens etc and clear up work would have to be monitored Mahvash Moghaddam has had work carried out on her windows at the front very successfully and anyone wishing to carry out similar remedial work on their own flat windows should liaise directly with her for more information

Patrick Neville noted that he had arranged for the intercom to be repaired at least three times and that the frequent problems with the outside lighting had also been addressed by him on numerous occasions although this might not seem obvious Again due to the drainpipe issue these were constantly being fused due to rainwater penetrating the cables etc It again highlighted the urgency of the roof work as it had a knock on effect in many areas of the building Some residents might think this repair work might have been ignored but this was not the case

Patrick Neville also recommended that Termhouse go on a yearly maintenance contract with DYNO-ROD regarding the cleaning of drains and pipes. Again probably unknown to most lessees there were significant blockages throughout the year in outside drains and within several flats that had to be dealt with. DYNO-ROD was very professional and prompt in all our requests and a regular maintenance contract would benefit all of the residents. This was agreed by the meeting and PN would look after the setting up of this.

Mahvash Moghaddam also wanted it noted that she would like the management to show more respect for lessees in their dealings with them and that she had received correspondence throughout the year from the management team that was not written in a professional manner and it was not the correct way for any one on the team to act. PN pointed out that it was very difficult to not answer frankly or to speak one's mind as this was a residents representative company basically and some lessees made it very difficult to respond in any way other than by being completely frank. Several lessees said it was probably not intentional on anyone's part to be rude or unpleasant but disagreements of a personal nature were often at the root of the problem in disputes and it was difficult. All hope that we would all try and keep this out of the picture in the coming year and everyone would try harder.

The issue of the water pressure in the block was also mentioned with some lessees stating that it was poor. There were many more people living in the block now than in the past and demand was high. Some flats especially on the first floor had never experienced issues with the pressure and although some flats had power pumps installed it was still an issue for some.

(10) Election of Directors and Company Secretary Patrick Neville was proposed and elected unanimously for both Director and Company Secretary. Simon Phillips was proposed and seconded for position of Director. He was elected despite objections from Margaret Morgan and Mahvash Moghaddam relating to the performance of the management company in the previous year.

(11) Next Meeting/Calendar

Sat 26 January 2008 3pm
Sat 29 March 2008 3pm
Sat 31 May 2008 3pm
Sat 26 July 2008 3pm
Sat 27 September 2008 3pm AGM

PN stated that this is the only way forward and while various members will not be able to attend some of the meetings we need to be updated on progress etc throughout the year and those members will now have a system in place to raise issues in a timely manner and feel more involved in the running of the block. Every lessee will receive a copy of the minutes from these meetings.

Meeting closed at 5.20pm

Notes

- (1) As the commencement of the work will not happen before 1 Feb lessees will have up until 31 January 2008 to pay the £1,800
- (2) Any Lessee not able to pay the full amount in advance will have to agree the loan facility as all monies will have to be in place before the work start date. The loan will be for a period of 3 years to minimise costs to lessees and enable a realistic repayment time frame. The total cost of the loan will have to be paid equally by those lessees taking up the option. The rate is a standard loan rate offered by our bank Lloyds TSB but you can check out other banks including your own for other rates. Secured rate was 9.25% and unsecured 10%. Depending on how many lessees want to avail of this the rates may vary. Please remember that this is offered to you to make it easier for you to pay so please bear this in mind as Termhouse has no obligation to do this.