

5. Service Charge Discussion 2024:

5.1 Mr Smith presented three alternative budget options in a document for discussion where he explained the breakdown of projected cost for 2023, against the Budget. Following discussion, it was unanimously agreed to accept Option 2, where the Budget for the following year would be increased by £4,830 to £45,731 (+11.8%).

5.2 It was accepted noted that repairs for windows were likely to increase during the future and would need to be budgeted for accordingly.

6. Building Works Update:

6.1 A discussion took place regarding work either in progress or about to start which included the sunken driveway, roofing works at the East & West side of the building (front elevation), and lift maintenance/repairs. The scaffolding at the front of the building would be removed once the roofing works had been completed.

7. Any Other Business:

7.1 Items raised by Margaret Swift

7.1.1 *Where does the legal responsibility lie for recompense of costs if contractors engaged by Great Cliff (Dawlish) Ltd damage Leaseholders property?*

Crown usually appoint the contractors who carry Public Liability Insurance, on behalf of Great Cliff (Dawlish) Ltd. In the event of any damage, then the Leaseholder should report the incident to Crown, who will make a claim against the contractor on behalf of the Leaseholder. If Great Cliff (Dawlish) Ltd have appointed the contractor, then the Directors of Great Cliff (Dawlish) Ltd will make a claim against the contractor on behalf of the Leaseholder. In the event of a claim being refused by the contractor, then the matter will be considered by the Directors, who will consider compensation or making a payment as a gesture of goodwill.

It is not for the AGM to decide the legal implications – legal advice would need to be sought and paid for.

7.1.2 *What rights do leaseholders have to carry out external repairs and bill to Great Cliff (Dawlish) Ltd if Directors do not facilitate repairs in a reasonable timeframe?*

None. The Leaseholders cannot unilaterally appoint unapproved contractors to do work at Great Cliff. Neither can Leaseholders expect Great Cliff (Dawlish) Ltd to make a payment. All payments are made through Crown and any unexpected works must be approved by the Directors of Great Cliff (Dawlish) Ltd.

What constitutes “a reasonable timeframe” would have to be legally determined, where legal advice would need to be sought and paid for.

7.1.3 *Discussion about Leaseholders rights to be copied into all emails linked to work on their property.*

There were no legal rights or obligations for Leaseholders to be copied into “all emails linked to work on their property”. The building is owned by all the Leaseholders and therefore, it would be impractical to copy in all Leaseholders on all works. Crown or the Directors of Great Cliff (Dawlish) Ltd will copy in Leaseholders whenever considered appropriate.

The Directors of Great Cliff (Dawlish) Ltd reserves the right for their correspondence to remain confidential, when corresponding with Crown.

7.1.4 *Discussion about greater involvement of leaseholders in how the funds are spent eg budget planning meetings.*

The opportunity to discuss funds, budget and service charge is at the AGM. The Leaseholders will agree the Service Charge for each year ahead and it is the responsibility of the Directors of Great Cliff (Dawlish) Ltd for apportioning the Budget and for deciding on the works to be carried out, with Crown.

There were no plans to make any changes to the responsibilities of the Directors.

7.2 Items raised by Roy Megilley

7.2.1. *The future role and structure for the management of Great Cliff.*

Other than the new rules to reappoint the Directors at each Appointment General Meeting, which must be held at least once every two years, there were no plans to change the role and structure for the management of Great Cliff.

7.2.2 *Appointment of external consultants in respect of legal matters (solicitors), surveyors, building contractors and any others required from time to time.*

The Directors of Great Cliff (Dawlish) Ltd, within their responsibilities, will liaise with Crown on who best to use when external consultants, solicitors, surveyors and any others, need to be used from time to time.

7.2.3 *Update on roof repairs, if not covered under item 6 of the agenda and outstanding external decorations. (West elevation). External lighting e.g. front door and bin store.*

Update of roof repairs had been covered under item 6. Outstanding external decorations on the west wall had been proposed and covered in the budget for the year ahead. External lighting for the front door and/or the bin shed can be considered if required by the Leaseholders.

7.2.4 *Holiday lettings?*

The management of Great Cliff decided in previous years to restrict the number of holiday-lets at Great Cliff to five. There were no proposals or plans to change this restriction unless required by the Leaseholders.

7.2.5 *Gardening issues e.g. pots.*

There were no issues about gardening as far as the Directors were aware. If pots needed to be refilled or re-potted, then ask one of the Directors and they will ask the gardener to sort the problem out.

7.2.6 *Cliff at the rear of Great Cliff.*

This item was covered at the last AGM where it was understood that the cliff is "unadopted land". If Great Cliff carry out any works then we would be accepting liability so we need to be very careful. Any legal work for further advice would need to be sought and paid for.

Meeting Closed at 11.50hrs.

General Notice: May we remind those owners (where applicable) who have failed to upgrade their front door to a fire door to complete this work and to provide the fire safety certificate to Crown. Non-compliance could jeopardise the validity of the Building Insurance.