

Meeting between Hacking & Paterson and the Advisory Committee

Brackenhill Park Hamilton, Owners' Association

- Date of meeting:** 25th September 2024 at 19:00
- Location:** Microsoft Teams Virtual Meeting
- Attendees:** Ayo Alagbe (AA), Chrissy Rooney (CR), Hazel Hutton (HH), Lhyam Sumal (LS), William King Hay Chan (WC) for Advisory Committee (AC) – and Alastair Leitch (AL) with Lynsey Hutchison (LH) for Hacking & Paterson (H&P)
- Apologies:** James McIntyre, Shareen Ali

Minute of Meeting

1. Thanks, welcome and introduction of committee members and H&P representatives. Overview of the committee being volunteer-run and stress the importance of issues to homeowners. Overview of the voting results and refer to the development as a whole estate rather than separate sections. Explain our purpose is to protect and promote the interests of all owners on matters concerning the management and maintenance of the estate. Confirmed that the Owners' Association (OA) is only representing the Development referred to in the Deed of Conditions as two Stewart Milne phases, plus the first phase of Bellway homes. Residents within the second Bellway phase and the Barratt homes can contact us but are not formally represented by the OA. If there is sufficient interest we are happy to re – ballot Bellway Phase 2 and Barratt to gauge formal interest in being represented within the OA. H&P agreed with this proposal.
2. Ask about notifying new homeowners and since when about the existence of OA. H&P said they were not aware of having notified any new owners of the Owners Association. OA agreed to provide a short speel for H&P to circulate as appropriate with contact details.
3. A summary was given on the feedback of issues received – outlining top 3 issues, number of responses and general consensus. Highlighted that none of the AC members contributed towards this and that feedback is all from owners. Explain need to reset relationship with H&P and put in place measures to reduce complaints and resolve issues going forward. Highlight owners commenting on getting rid of H&P but AC is

looking to work with H&P to put things right first. H&P agreed. Three main categories of issues; upkeep of the estate in general, issues relating to individual properties, issues relating to billing.

4. H&P to give a summary response on the feedback issues. Agreed and appreciated opportunity to reset relations with improvements in communication. H&P explained it was a condition of Stewart Milne (SM) to include Front Garden Maintenance as a compulsory service. H&P explained that this could be removed from being compulsory but accepted the service is valued although there is dissatisfaction in how the work is carried out by contractors. H&P also explained they were unaware of Scott Builders completing unfinished homes, or Residence Estate Agents selling the unsold homes. OA will provide what information they have on this to H&P.
5. Explain issue with development plans that have been received. Currently still missing Bellway phase 1. Request these to be re-sent in high-res with explanation of the key. Agreed. H&P acknowledged that the plans were incomplete due to poor handover from SM and that the plans included 29 currently unbuilt homes.
6. Explain Deed of Conditions outline Common Maintenance Part and Unadopted Roads/Paths. Probe H&P on how they determine what is communal maintenance. How does the border around the grass verges become established? SLC's web site shows road as being adopted but not the grass verges – ask why this is not the factor's responsibility.
H&P said that they could ask for a quote to do the verges however it was brought up later in the conversation that the deed of conditions indicated that they were responsible. They didn't seem to know this and an example was given of the verge cutting stopping a few years back, being questioned then the contractors starting again.
H&P also explained that usually SM would submit a bond to the council for roads which are to be later adopted. In this instance, SM had not submitted a bond and the roads/verges were currently part-adopted / not fully understood who had responsibility.
7. Ask H&P about contractor's – how is work awarded, what specification is given to them, how do contractors understand what is expected of them? Outline need for a timetable of schedule, cycle and frequency of work and whether the same contractors can be used for consistency across the development.
H&P confirmed that the current contracts with Clean Sweep and MacDonald Brothers had not went through a tender process because SM were still on-site developing. The OA expressed surprise at this given the value of the contracts.
Instead of the generic terms of reference sent to contractors the OA said that we would be looking for Terms of Reference (TOR's) which are site specific so that they are then properly measurable.
H&P said that we could recommend anyone we wished them to contact in relation to the next contracts issued.
H&P agreed to developing a schedule of work and put forward the idea that a schedule with new tendered contractors could be started in the New Year with a view to implementing from April 2025.

8. Find out whether there are clauses in place for poor performance and repeat complaints affecting contractors.

H&P said that they had met with the contractors to give feedback, mainly based on individual complaints however the OA pointed out that in relation to the TOR's for contractors, they are already in breach of contract and by some margin, and that we expected further detailed feedback to be given based on the feedback responses received from residents.

H&P also said there are mechanisms for them to change contractors and will do so if required. They accepted the evidence provided in feedback from owners is strong enough for H&P to consider changing contractors and reiterated the position of tendering for new contractors in the New Year.

9. Ask for the percentage of owners opting out of Front Garden Maintenance.

No detailed figures. Approx 12 households in SM Phase 2 have opted out.

10. Explain the requirement of H&P to put together an Action Plan detailing how to resolve each of the issues raised. This is to be put to the AC within 30 Calendar Days even if the requirement to resolve all issues takes longer – stress requirement for timescales and these are to be mutually agreed with AC before publication to owners.

Agreed by H&P. Walk round with H&P and contractors to be arranged. OA will send across potential dates.

11. Explain Patch Lists (each member of the committee will be assigned two or three streets each with a checklist to confirm that communal areas and private gardens are being tended to by the factor as per the agreed specification. This would not affect changes that owners undertake privately. Ahead of committee meetings, members will check their 'patch' and provide a report at meetings of any issues to be raised with H&P) and invite H&P to an estate walkaround to agree communal areas and tasks. See above comment. Agreed by H&P.

- 12.

OA also asked how communal grounds were worked out. H&P explained there would usually be detailed Landscape Drawings by the builder detailing types of shrubbery used throughout communal areas but none of this was prepared by SM prior to administration. They also explained they were unhappy with some of the areas that were being handed over, especially around the SUDs pond and the top of Holstein Avenue and were in talks with SM about resolving these issues prior to administration. These issues remained unsolved, and H&P admitted it was an unusual position where the responsibility of the land is potentially unknown. LS agreed to send out relevant parts of deeds to AL showing factor's responsibility for Common Maintenance Parts, Scheme Property and Unadopted Roads & Footpaths, e.g. grass verges. H&P agreed to review.

13. Explain Quarterly Meetings to go over performance, patch issues and feedback gathered from web site. This form will continue online for owners to submit issues to us, and we will categorise by type.

H&P accepted this and said they do 3 or 4 site visits per year however admitted a lot of their work has been reactive to complaints instead of proactive. On occasion they have received credits back for work not properly carried out. OA accepted that this frequency per year is sufficient for visits.

OA asked when the contracts are due to expire. H&P said that they try not to renew every year so that the contractor gets to know the estate.

H&P generally give a month's notice, and they said that they could engage a new contractor from April 2025. OA asked about one contractor fulfilling work for the whole estate which H&P said they could consider and explained that when SM Phase 2 was built, they had considered changing contractor from Clean Sweep to MacDonald Bros. OA said that we were also managing the expectations of homeowners.

14. In absence of Lynsey, who is next in charge? Explain professionalism around not out of office and owners are unsure who to contact even although e-mails appear to be delivered.

H&P will provide the OA with team contact details and have agreed to ensure that if someone is out of office for whatever reason then there is another named contact provided and will put this on their Portal for all residents but also supply to OA to put on our web site.

15. OA have agreed a KPI of no more than 3% of complaints within a billing cycle. AC are volunteers and it is unfair to expect OA to be dealing with high volumes of complaints. By the time a complaint reaches OA it is likely H&P have already failed to resolve quickly. Explain it is in H&P's power to resolve issues quickly, prevent recurrence. H&P agreed and agreed to meeting the OA quarterly to discuss events / issues in that quarter. OA confirmed that we would be keeping the website and complaints form open.

16. Query around billing and standard charges. Is there standard rates that we can be sent? H&P conceded billing has not been what it should be and May's invoices should have been resolved in the August statement. OA queried different levels of management charge which H&P will investigate. H&P explained that shares should be consistent, notwithstanding newer homes being built / sold as there should have been an additional 29 homes.

17. Stress OA is working with H&P to resolve issues. It's unimportant to owners who the factor is but we do expect value for money and tasks to be done. Clarify 30 calendar day timescale is fair. Explain need for improvement, awareness of breach of contract, and OA should not be under-estimated before going back to owners for a vote on future actions. H&P agreed.

18. Any other business from any OA member. None.

19. Any other business from H&P.

AL thanked the OA for the feedback and opportunity to reset relations. AL agreed that communication is important and needs to improve, they may ultimately change the grounds maintenance contractor and will consider starting afresh with contractors for April 2025.

MEETING CLOSED – 20:15.

Minutes prepared by: Chrissy Rooney & Lhyam Sumal

To be approved by: The AC at the next meeting.