

South Snowdon Wharf Limited

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6th January 2022

The 2021 Service charge accounts have been completed and posted to the nominated postal address all owners along with the December ground rent demand.

In recent years there have been issues with people being abroad or unable to travel to the property where the demand has been sent causing delays in payment and arrears fees being charged. To avoid this, we are publishing the service charge account on the estate web site. This does not include the ground rent as that varies by property but as nearly everyone now pays by standing order this is not a significant issue.

The service charge for 2021 due in January 2022 is £856.19 and should be paid to the service charge account service charge account for South Snowdon Wharf Ltd, Barclays account code 50509744 and sort code 20 45 45 using your property number as the reference.

Thank you to all of you who pay promptly it is much appreciated. Unfortunately there are a minority of residents who consistently require reminders to pay and we hereby notify all late payers that reminders sent will attract a £20 charge.

South Snowdon Wharf January 2022 Update

2021 was another strange year with a long period when many of us were not allowed to visit the estate. Thank you to everyone who observed the guidance and kept away it was much appreciated. Thank you also to John Chirgwin for all of his work during the year looking after the estate especially when owners could not visit or when the estate has been hit by storms and he has been on hand to carry out urgent repairs.

The service charge account is attached for the year and explanation is provided below. In June we predicted an increase because of the insurance valuation, we have been controlling costs tightly since then deferring some work to next year so the increase has not been as high as we originally predicted.

The parking barriers by the harbour have been successful in reducing some anti social behaviour from people arriving by car. Earlier in the year there was increased problems with people coming onto the estate by foot which cannot be stopped. As is often the case as soon as holidays started this reduced as the estate got busier. We would urge people as before to contact the police on 101 or via the North Wales Police website if they have concerns.

We have regular complaints about dog owners not cleaning up after their dogs or leaving them inside barking. Please be more considerate and clear it up as other people do walk through the grass. If you let out your property you are still responsible for ensuring your guests follow the conditions of the lease, which includes not causing a nuisance to other residents.

Installation of the new solar lights around the estate is now complete and they are proving popular, only coming on when you walk past. Next year we will be removing the old lights and filling in the holes. In some areas we will concrete in the gravel to stop it being thrown into the sea.

You may have noticed the increased number of electric cars visiting the estate. We have been investigating the possible options for installing charging points but it is complicated. To provide fast charging we would need a new electricity supply and for slow charging there is the problem of how to share usage, the other larger problem is who would pay for installing them. It is clear that the need will increase and we will continue to monitor and investigate, if you have any suggestions or expertise please let us know. In the mean time if you are charging your car please only use your space, do not park on the pavement and avoid a trip hazard by using a proper cable protector.

There has been increased demand for space on the dinghy park and we are planning on reorganising and extending the canoe rack in the spring to provide extra storage space. Please contact us if you wish to store a boat on the park as any unidentified boats will be removed.

Could we please remind people that the slabs are all communal areas for everyone so please don't cordon areas off or leave furniture or flower pots, or park on them. We would also suggest that if you leave anything on your balconies you tie them down, Storm Arwen did have quite an impact.

Many people have commented on the press coverage on the potential increased council tax for second homes, a topic that engenders a lot of strong opinions. But had you noticed in the press the new Unesco World Heritage Site for Welsh Slate which includes Porthmadog and the Ffestiniog railway.

Accounts

Insurance

As requested by Allianz a professional rebuild valuation for the estate was commissioned in the spring, the new valuation has increased the annual insurance cost by just over eight thousand pounds for the year. This service charge includes the valuation fee, the increased cost for 2022 and the cost for the second half 2021.

Site Supervisor

Although there are fluctuations during the year the time remains fairly equally split between gardening, repair work and regular items such as bins and cleaning. This year there have been 21 roofs requiring minor repairs, 9 properties with new or repaired gutters and 12 occasions when drains needed clearing.

Welsh Water are responsible for all shared drains which they define as drains beyond the first man hole. If you have a problem with your drain and you cannot get in touch with John Chirgwin we would advise you contact Welsh Water directly, so far they have been pretty good.

Roofs and Major Works

- £3,594 slab relaying and drainage work by the main bin store.
- £3,188 new compound by the station for recycling bins.
- £17,334 on three properties for slate roofs and two properties with poly roof work.
- Quotes are being obtained for two new poly roofs next year. The relaying of slabs by the road opposite 60-73 planned for 2021 has been delayed to next year. Quotes have also been obtained for remedial work to for the tarmac slope by the slipway entrance.

Waste Collection

The cost of waste removal went up last year because we had more bins with more people on the estate and the cost has increased, this will increase again from £23 to £24 a bin. There was also one skip at £255

Equipment hire and contracts

The road sweeper only visited once last year costing £55, the pest control contract for rats cost £300.

Electricity and light

The cost of the new lights were included in last years service charge bill and there were no aerial repairs this year. The only costs this year was an electrical safety inspection requested by the insurers.

Garden

Gardening remains a significant element of the site supervisor charge but this year we also purchased 4 small palms for the outside of the estate, one large palm for the entrance to the estate and several shrubs for the gravel areas. Several of the large planters have also been replanted with seaside plants or herbs for everyone to use.

SOUTH SNOWDON WHARF LIMITED
Lessors Expense Account
For the year ended 31st December 2021

2020	Expenditure	2021
£		£
37,915	Insurance	51,588
20,116	Site supervisor	21,034
27,825	Roofs and major works	24,116
1,562	Building materials and minor works	655
2,579	Waste Collection	4,325
517	Equipment hire and contracts	355
644	Accountancy & bank charges	673
4,346	Electricity, light and aerial	772
-	Garden	1,215
<u>95,504</u>		<u>104,733</u>
14,326	Management fees 15%	15,710
(2,120)	Insurance refund	(2,289)
<u>107,710</u>	Balance to pay	<u>118,154</u>
780.51	Service charge for year	856.19

We hereby certify that in our opinion, this statement is a fair summary complying with Section 21(5) of the Landlord and Tenant Act 1985 of the costs incurred on behalf of the development known as South Snowdon Wharf, Porthmadog in connection with the matters for which the service charge is payable, and is sufficiently supported by accounts, receipts and other documents which have been produced to us.

January 2022

Plant + Co.

PLANT & Co Chartered Accountants
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To Whom It May Concern

Our Ref: 13982965
5th January 2022

Dear Sirs

Insurance Arrangements - South Snowdon Wharf Ltd

On behalf of the Directors of South Snowdon Wharf Ltd, we write to confirm the insurance cover for the coming year will remain with Allianz Insurance plc.

You will recall a **rebuilding valuation** was carried out of the Wharfside Buildings during the policy year (excluding the Wharfside Structure) this **resulted in the sum insured being increased from £13,837,500 to £17,443,890** reflecting the escalation of construction costs since the last valuation. The **renewal merely reflects the alteration to the sum insured** as we are still party to the rating stability agreement that expires this year.

Furthermore, in light of the valuation, we have secured agreement from underwriters to remove the underinsurance clause in respect of the Buildings valued thus you cannot be penalized in event of claim for any shortfall in the building sum insured going forwards. It remains vital with rebuilding inflation indices for March / April forecasted to be in the region of 10% thus protecting owners from this possibility.

Attached you will find a brief synopsis of the cover and the excesses applicable in the event of a claim.

We would particularly draw your attention to the **Unoccupied Buildings Condition**: -

If any property forming part of the buildings is unoccupied (defined – unfurnished or no longer in active use) for 30 consecutive days or more: -

- a) *The water supply must be turned off at the mains and the system drained*
- b) *A visual weekly external inspection – John Chirgwin carries this out on your behalf.*

Insurers have also requested we advise them where your property will be undergoing renovation or alteration or conversion where contractors are being used and the value of that contract exceeds £10,000. This requirement applies also to alterations to, or removal of any load bearing walls or other safety critical structure where the contract value is less than £10,000

A full policy wording is available from this office - if required.

Should you have the misfortune to suffer loss or damage, please call during normal office hours. Alternatively, you can leave a message on our voicemail, which is monitored over the weekend.

If there is anything about which you are unclear, please feel free to contact us

Yours faithfully

Andrea Hickenbotham

Account Handler – (andrea@baylissandcooke.co.uk)

Coverholder at **LLOYDS**

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SOUTH SNOWDON WHARF LIMITED
SOUTH SNOWDON HARBOUR, PORTHMADOG, GWYNEDD LL49 9ND

This Schedule of cover has been prepared to provide details, including Sums Insured, Perils, Limits of Indemnity, for **full details** of your Insurer's Terms, Conditions & Warranties, reference should be made to the original policy document

Material Damage – Buildings £23,143,890

For the purpose of this insurance the Property Insured is: -

The buildings (including foundations) at the Premises including the following situate on in or at the premises: - fixtures and fittings (including communal television and radio receiving aerials, satellite dishes and related fittings on or in residential Premises), fixed glass, fixed sanitary ware in on or pertaining to the buildings, furnishings and other contents of common parts of the buildings including seasonal items building management and security systems gangways pedestrian malls and pedestrian access bridges, walls gates fences and services, fuel tanks and their ancillary equipment, pipe work, car parks roads pavements forecourts and similar hard surfaced areas all being constructed of solid materials, landscaping (including trees shrubs plants turf and other forms of vegetation) including garden furniture street furniture ornaments.

Perils Applicable	Excess
Fire	£500
Lightning	£500
Explosion	£500
Aircraft	£500
Riot, Civil Commotion, Malicious Persons	£500
Earthquake & Subterranean Fire	£500
Storm	£500
Flood	£Nil
Escape of Water from any Tank/Pipe/Apparatus	£500
Impact by any Road Vehicle	£500
Subsidence/Ground Heave/Landslip	£1,000
Breakage of Glass/Sanitary Fixtures and Fittings	£500
Accidental Damage to Underground Pipes & Services	£500
Terrorism	£Nil
Any Other Accidental Damage	£500
Loss of Rent £50,000 – 12 Months	£Nil
Alternative Accommodation 20% of Building Sums Insured – 24 months	£Nil
Wharfside Wall Structure – all perils including subsidence	£10,000

- No Storm cover in respect of Gates and Fences
- Flood Deductible Infill cover per claim and in the aggregate
- Recommendation that a Fire Extinguishing Appliance be available in all properties and kept in a strategic position and suitably maintained.

Unoccupied Buildings Warranty

If any property forming part of the Buildings is unoccupied (defined – unfurnished, or no longer in active use) for a period exceeding 30 days: -

- a) The water supply must be turned off at the mains and the system drained.
- b) A visual external inspection must be made once a week by the Caretaker as part of his duties

Terrorism

The policy has been extended on the payment of premium to include terrorism cover other than Harbour Walls

Property Owners Liability - Limit of Indemnity £10,000,000 – each & every claim

Insurer: -	Allianz Insurance Plc
Policy Number: -	32/SP/13950456/12
Insurance Period: -	25 December 2021 – 25 December 2022

1. This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
2. Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
3. You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine-
 - who should pay the service charge and who it should be paid to;
 - the amount;
 - the date it should be paid by; and
 - how it should be paid.

However, you do not have these rights where-

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or
 - a matter has been decided by a court.
4. If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 5. Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.
 6. The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with Section 29 of the Tribunals, Courts and Enforcement Act 2007.
 7. If your landlord -
 - proposes works on a building or any other premises that will cost you or any other tenant more than £250, or
 - proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period.
 - Your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.
 8. You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.
 9. You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must-
 - cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
 - cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.

The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.
 10. You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.
 11. You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.
 12. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.