

# AGENDA

1. Minutes of last committee meeting on 28th October and meeting with Ballymore on 13th November
2. Update on meeting with Ballymore
3. Service Charge and related issues
  1. Merger of Good Luck Hope and London City Island ( Nick Thompson)
  2. £1 levy for membership (Houman Khoresani)
  3. Service Charge Review ( Nick Thompson)
4. AGM Planning (date to be fixed - Feb 2020)
5. Sub committee reports
  1. Gym (Daniel Dewhirst)
    1. Staff classes
    2. Gym Lockers (Tim Allen)
  2. Social (Neil Blanchard)
    1. First Fridays
    2. Ballet
    3. Other
  3. Social Media (Byron Byroli)
  4. Website (Vishnu Menon)
  5. Cooker Hoods (Gail von Braun)
  6. Local Area (Tim Allen)
  7. Environment (Daniel Dewhirst)
6. Building committee reports
  1. Lobby Furniture
  2. Costs of renovating Kent entrance hall floor
  3. Java - duct tape still on door instead of a proper handle
7. Andrew Wood - Survey of Children to assist with planning schools in the local area

*Councillor for Canary Wharf Ward, Leader of the Conservative Group, London Borough of Tower Hamlets and Allyson King School Place Planning Manager at Tower Hamlets Council*

8. Residents' Requests
  1. Ice Rink
    1. Complaint made about the location of the ice rink and Ballymore response
    2. Complaints about noise
    3. Proposal to request the power to be offset
    4. Request for information about additional costs (eg: cleaning, security)
  2. Rubbish outside Ballet
  3. Flushing down the loo - emails have been sent out but what is happening and what are the costs?
  4. SW Energy Costs - inflated bills
  5. Suggestion to compensate impacted residents when there is a hot water outage
  6. Ballymore survey item
9. AOB
10. Date of Next Meeting

# MINUTES

## COMMITTEE MEETING – 28TH OCTOBER 2019

MANAGEMENT SUITE

PRESENT:

Sokari Higgwe, Houman Khoresani, Mel Henson, Daniel Dewhirst (Gym), Nick Thompson, (Service Charge) Ales Kourtney (Amelia), Adam Galloway, Tim Allen, Adam Galloway (Astell), Marta Bishop, Imogen Bishop, Sneha Jetty

GUESTS: Gail Braun, Nina Bhutkhuzi, Aswin Rianganand, Hannah Tay

Apologies: Tom Bishop

Absent: Fan Man, Vishnu Menon, Ankit Garg, Byron Biroli, Julian Trought, Tanvi Aggarwal

### **1. Minutes of previous meeting 28<sup>th</sup> July 2019**

These were unanimously approved.

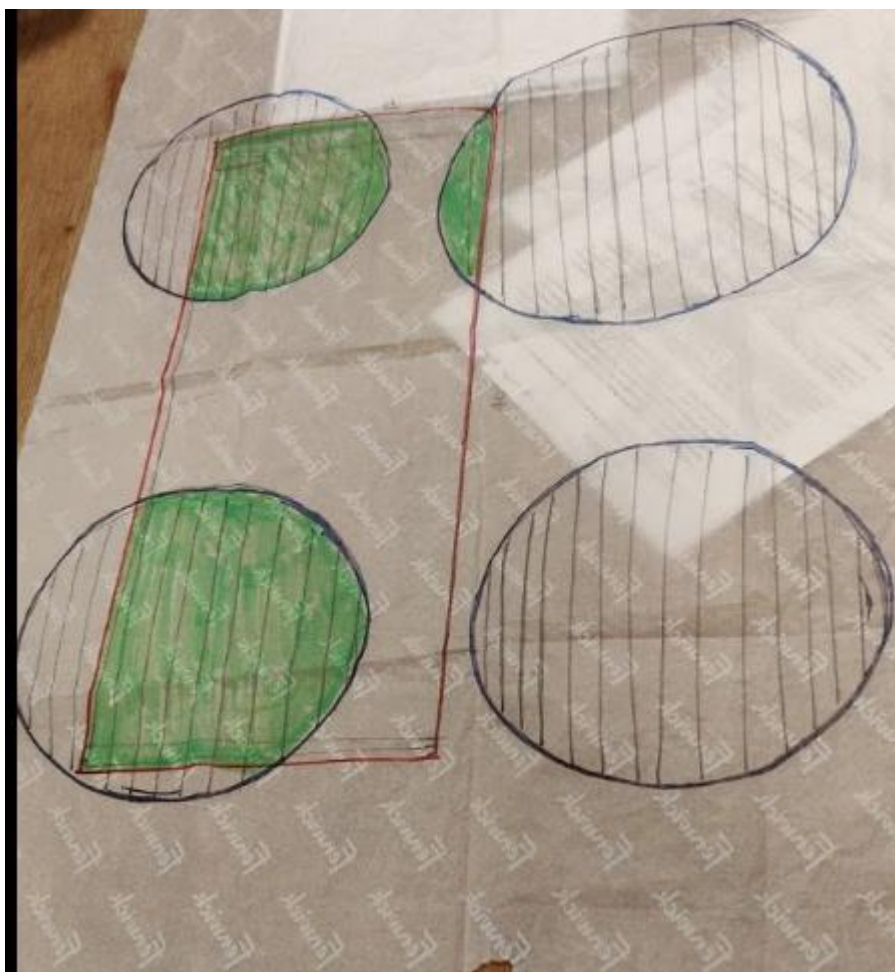
### **2. Election of new committee members**

Aswin Rianganand and Hannah Tay requested to stand as committee members to join the service charge sub-committee headed up by Nick Thompson. This was approved by a unanimous show of hands.

### **3. Cooker Hoods**

The issue is some flats have a cooker hood that does not go over all four rings. Consequently steam is not sucked into the extractor fan. This is causing damage of the kitchen fittings and other items in the apartment.

Gail showed a diagram of the cooker hob showing the footprint of the extractor above.,



The current Siemens cooker hood installed is not fit for purpose as it only covers c30% of the hob. (See above)

Actual vented area outlined in red

Green shading indicates area of hob that is vented. Some of the back rings and nearly all the front rings are not covered by a hob.

Cooking vapours do not go into the extractor fan so they go into the flat, and also damage the cabinets.

Gail reported this malfunctioning in April 2018. It's now nearly 9 months and no action. Gail believes they have not been installed as per the manufacturer's instructions and that they do not comply with building regs.

Nina said that there are around 25 people who have the problem.

Nina said that aftercare came to 'fix' the problem but just changed the filter.

James Alexander from Aftercare said that it was an NHBC issue. This was disputed and was later said it was a mis communication.

3 days ago Nina had a message that it is not as per regulations and the contractors are going to fix it on 30<sup>th</sup> October. Nina is not aware of what is going to be done and will ask.

Aftercare have the video showing the problem and the drawing.

NB: This is not the same issue as the fact that none of the hobs extract to outdoors.

It was agreed that this is a serious issue, and we are going to ask for a meeting with senior director to explain the issue.

#### **4. Opening of Bank Account**

Houman confirmed that the account is now open with Metro bank.

He stressed that if anything is done in the name of the RA it must go through the bank account.

Neil Blanchard confirmed he is in the process of sending the sponsorship money he has been holding on behalf of the RA pending the opening of the account.

Dan Dewhirst confirmed he has around expressed concern that the plthat the mony confirmed he

#### **5. Service Charge**

Nick confirmed he had met with Faraz (but not Ankit). Faraz has now resigned from the committee.

Nick has been looking into the service charges. The accounts for 2016/17 are still not prepared, so we cannot do the review (looking at apportionment etc) until this is done.

Nick met with Dan Cross, who later confirmed that the accounts are almost complete. They should have been signed off last Friday (25<sup>th</sup>). Sokari and Mel had met with Dan Cross today who confirmed that it was still 'almost' signed off.

Nick said that there is a legal obligation for the service charge accounts to be provided within 6 months. It is now 2 years so well overdue.

Nick has been trying to find out how the management company is accounted for.

It was agreed that Nick will draft a letter to Ballymore quoting the Landlord & Tenancy Act and obligations around that to try and get some action around this.

It was noted that Pan Peninsula has a deficit of £1.5m because of problems with the accounts and we do not want to get into the same situation.

It was discussed whether we should have a regular monthly meeting with Ballymore to discuss the service charge.

Hannah and Sokari who both own a property in New Providence Wharf get regular estimates at the same time of year. It was a source of concern that this is not happening in London City Island.

Nick confirmed he is happy to keep the dialogue going with Ballymore

**6. Merger of Good Luck Hope and City Island**

The problem with the merger is that the gym and facilities will be paid for from service charge of occupied units. Empty units do not have to contribute, so the pool will

Aswin expressed surprise that the Residents Association did not make any comments about the proposed merger.

A heated discussion ensued. Sokari made the point that the letter went to leaseholders to respond to and not to the RA.

Aswin and Hannah had spent a lot of time doing work putting together information about the merger. Mel confirmed that this was received 3 hours before the deadline but it was not clear what action was to be taken and agreement could not be reached by email with other committee members at the time.

Aswin and Hannah confirmed that they did send comments in as individual leaseholders, based on the information supplied by the Leasehold Knowledge Partnership, using the official form supplied.

Hannah and Aswin received a legal pack back which was written in legal wording that was difficult to understand.

Adam Galloway said that the issue was that Ballymore was asking residents for an exemption to do the due process to skip the tribunal and go straight to the judge. This information was passed on to the RA but was only received 2 hours after the deadline.

It was felt that the letter from Ballymore was sent out without an explanation in laymans terms for people to understand that.

It was suggested that as most residents did not understand the scope and meaning of the letter because it was done in such a short space of time using impenetrable legal language. The meeting decided we should go to Ballymore and ask for them to update and explain in ways that we can understand exactly what's going on.

People didn't have the information they needed in a timely manner to make a decision and didn't understand what was being said.

Hannah said that she is concerned that it is going to a tribunal without any legal representation. Hannah said that Ballymore's lawyer is the QC specializing in leasehold. We do not have any money to have legal representation.

As this is in motion it will be difficult to get anything done. We would like it put on record that today's committee meeting is the first time the RA has become aware that the legal process has been attempted to be sidestepped, so we will write to Ballymore at the first opportunity.

The Leaseholders Knowledge Partnership had suggested to Hannah to ask Ballymore for money for legal representation. Hannah said that she had asked the court for legal representation but she has not had a response.

The meeting felt that the first route should be to have a discussion with Ballymore. Nick confirmed that the tribunal starts today for the next 7 days.

Neil suggested that the real issue is not the tribunal but knowing the costs going forward.

It was agreed that we should ask Ballymore for an urgent meeting with the Directors to ask for an update in laymans terms for an explanation of what it really means to us, and an idea of the costs. Our issue is that we don't have a reliable assessment for the site, and that we are not being consulted so it is not following due process.

The day after the committee meeting the following email was sent and a meeting arranged:

TO: Simon Pratt <[SPratt@ballymoregroup.com](mailto:SPratt@ballymoregroup.com)>; Dan Cross  
<[DCross@ballymoregroup.com](mailto:DCross@ballymoregroup.com)>

Last night the Residents Association held a meeting and I have been asked to write to you as a matter of urgency.

Two residents attended who explained to us the meaning of the letter on the service charge merger that we had not previously been aware of.

Following advice from an external third party, we understand that the letter and the attachments sent were in fact, asking the tribunal for an exemption from having to follow through with the consultation requirements under the law.

The exemption, as it was explained, would not provide us the important service charge impact assessment as a result of the merger.

The letter was couched in the legal language without a layman's explanation which meant that none of the committee members had appreciated the implications and was therefore unable to comment.

None of us have expertise in this area to provide legal advice. Currently, the case is in tribunal and residents have no legal representation, whilst

Ballymore has employed a top-flight specialist lawyer. This is also causing us concern.

Furthermore we have not been provided with any reliable assessment of the costs involved in the proposed merger, especially in the period when some units are *under construction*, so the costs of the facilities will be borne by those in residence.

The consensus of the meeting was that we don't really understand what is going on especially.

We had expected to that we would be provided with the service charge impact assessment information rather than being exempted via the tribunal.

We would, therefore, like to request a meeting where the current situation can be explained in plain English so that we can understand it.

I would be grateful if you could let us have some time when you and Say would be available to meet with us.

Thank you

Mel Henson  
Secretary, Residents Association

Copies to all Committee members

The meeting was subsequently arranged for Wed 13<sup>th</sup> November at 4pm

**7. New Tenant Induction Fee**

Adam Galloway said he had discovered that the new tenant fee of £200 is being rebated into the service charge. He felt that this should be charged at actual cost.

**8. Radiator thermostats**

Many people have reported Dan Cross is going to come back to us with a view on the thermostats that are failing. Gail is compiling a list of people who have the issue.

**9. Age of gym users**

We received a request from Diane Young that her son can have access to the gym from age 16, rather than 18.

Marta summarized that there are two issues: a) is it legal and b) are other residents happy with the policy change

Dan Cross has told us that there is no issue from an insurance point of view about under 18s, it's a Ballymore policy that they have to be accompanied. Dan Cross said it

might be possible to draft a disclaimer agreement to allow under 18s to use the gym unaccompanied.

Dan Dewhirst felt all residents should be consulted and agreed to have the issue put in the next survey.

#### **10. Gym report (Dan Dewhirst)**

Dan feels there are a lot of gym staff, and inconsistency with some shifts having 4 people sometimes none.

Dan also discovered that agency staff are being used which costs more.

Dan has been working with the team to make sure that agency staff are not used any more. Holidays are now co-ordinated etc

Justin has been sitting in on the monthly meetings. He confirmed we have the right number of staff but confirmed that no more agency people will be used.

The spa has had a lot of problems.

There has been a problem with bugs and it's now under control.

Liquids in the shower have now been labelled (eg: soap, shampoo, conditioner).

The issue of the insulating strips is that the strips are no longer supplied by the manufacturer.

A new layout was introduced which was unpopular with residents and there was no consultation in advance. The bench press has been kept in site of the staff for safety reasons but other equipment has been moved back.

A weight belt in the gym has been replaced.

Dan noticed that staff were often on their mobile phones. A landline has now been installed so that it is not necessary for staff to use their phone to eg: contact residents or the concierge.

In response to Adam's comments about the inductions, the gym claim that the induction cost is reasonable and the quality is good. Adam disputed this, as it was just 10-15 mins and a personal training plan was not put in place. Cost £45. He mentioned that at another place he had a group induction for £20.

Dan said he would welcome emails as it helps him make a case for things to be improved.

New lockers are coming which are half the size so will double the number of lockers, and they should be more reliable.

It was raised that several children have been using the gym and spa without being challenged. This should be enforced. Dan Dewhirst will raise it at an appropriate meeting.

Dan later provided the following notes about the gym



### 1) Cleanliness Matters:

- Flies, notable improvement, none present at time of inspection, JK continuing to monitor in case of return.

### 2) Maintenance/Equipment:

- Signs identifying Shampoo's, Shower Gel, in showers rooms, JK agreed justified and will arrange to install
- Door Sauna/Steam Room seals, JK made recent contact with installers who advised, the seals were a design flaw, and they are no longer using these on their products. The facility operates to spec without them present. JK looking into a way to ensure doors settle in correct position.
- Replacement weight belt, CF to assist procuring correct items.
- Replacement bell bar pad
- Some markings on studio walls at present, not seen as a major concern for residents, JK however arranging a repaint at some point.
- DD was advised, permanent fix to wooden panels in Sauna being completed 21st October.
- Health Club Layout, Mixed feedback from residents, newer residents mostly satisfied, some longer term residents not so keen, some reorganising also took place after meeting with Eduardo.

### 3) Staffing:

- Previously reported regular use of agency staff, JK advised rota has been through many changes to accommodate the influx of inductions, allow for adequate cover during classes and reasonable cover to fall back in cases of absence. Agency staff have not been required for many months in the health club as a result.
- Security occasionally found covering health club. JK advised during quiet times, staffing levels are kept low to ensure sufficient cover during busy times consequently meaning a hour occasionally is covered by other departments to provide staff with a break.
- Staff found on mobile phone, JK advised whilst at present they do use mobile to liaise with PT clients and communicate with rest of team, this current requirement is not to be abused. JK monitoring, additionally, a new desk phone to be installed to enable health club to make and receive direct calls.
- Rota, JK continuing monitoring rota tweaking where necessary, new scheduling has however resolved many previous issues.

### **Date of next meeting**

Monday 27<sup>th</sup> January 2020

# MINUTES

## MEETING WITH BALLYMORE

Date: Wed 13<sup>th</sup> November

### Attendees:

Jerome Bond (legal team)  
Lauryn Amara (facilities team)  
Simon Pratt (Managing Director)  
James Watson (Area Property Manager)  
Dan Cross (General Manager LCI)  
Neil Blanchard (Social)  
Nick Thompson (Service Charge)  
Aswin Raningarand  
Hannah Tay

### The Grocer

The meeting was held to discuss three things.

1. Status of financial accounts for last couple of years
2. Merger of Good Luck Hope
3. VAT on staff costs – some other Ballymore developments will not be paying this
4. Cooker hoods were also discussed.

#### 1. Accounts for 2017 /18

James Watson explained that the in house accounts team have had additional people put in the team and changed auditors to improve efficiency. Maria (head of accounts) said that 17/18 are both on course to be delivered by the end of the year.

As of next year, accounts will be issued in a more timely manner.

James Watson offered to drill down with the accounts team to get a better timeline. He will supply it to Dan Cross to pass on to us. Sokari emphasised the need for certainty given how often the deadline had slipped in the past.

We explained that we have been waiting for some time to be able to have a review of apportionment, and fairness of costs by Graham Pack, as has been done at New Providence Wharf and Pan Peninsula.

James will supply the name of the new auditor.

## Allocation

### 2. Merger of Good Luck Hope

Jerome said that the process has been followed. We were trying to enter into a deed of mutual easement so they could operate as one management. (Freeholders are still different)

Mel pointed out that the first meeting (with Roger Black) was not a consultation because it was limited to an informal meeting with just a few residents. We made this clear verbally and in writing.

When the second letter went out the deed was not available to residents, so it was impossible for residents to comment.

When the third letter went out, it was couched in such impenetrable language that residents did not understand it.

#### **‘Dispensation’**

Lauryn explained why the wording ‘dispensation’ was included.

Ballymore were following a Section 20 process – Typically this means presenting alternative options (eg: there are different window tints which would you like)

In this case there weren’t any alternative options because it’s about joining with a specific development therefore dispensation was a necessity. Both sides recognised that the word ‘dispensation’ may have given a wrong impression.

It was not an attempt by Ballymore to avoid due process, but simply that there were no options to consider.

Separate to this, Neil said we would like to see some estimate of service costs.

Neil explained that not seeing any estimates now means people are concerned and suspicious about what the financials will be going forwards.

Lauryn and Simon accepted that lack of communication about this and the problems it has caused.

#### **Void Costs**

Lauryn confirmed has received commitment from Good Luck Hope developers that the void costs are not going to be borne by LCI residents during construction phase and will be paid by the developer. Lauryn showed the spreadsheet to the meeting.

Neil and Nick asked for headline numbers of the— forecast up to the point where GLH is operational. Lauryn offered to release the budget (on signing of an NDA). This will be limited to members of the RA as it contains confidential information about salaries etc.

Lauryn said that Ballymore can demonstrate a reduction in cost with the merger, although currently this is just estimated. Simon reiterated that there will be more facilities and lower costs. Lauryn offered to go through the figures after we have had a chance to look at them.

### **Hearing of tribunal**

Jerome advised that the decision was granted on the day to allow the deed, and this will be followed up in a week or so with the reasons why. This will be supplied to everyone who was involved in the consultation.

When the decision is communicated there is 28 days to comment.

Hannah said it would be crucial to get the numbers within the 28 day period.

A separate meeting is to be arranged with Lauryn after the tribunal reasons are delivered.

### **3. VAT on employee salaries**

Nov 2018 VAT is supplied on employee salaries. Currently only way to avoid this is for onsite staff to be employed by freeholders. On LCI it is owned by multiple freeholders. They are not prepared to

Ballymore Ecoworld & Company and Clearstorm are the two freeholders for LCI. Pan P and Royal Wharf are only owned by Oxley (Ballymore freeholder only)

Simon said that he has personally raised it at key meetings and pushed it hard to find a way round this, but the Joint Venture Freeholders are not prepared to take on managing and employing the staff.

Neil offered to draft a proposal, which Simon said he would take to the relevant people for discussion.

### **4. Cooker hoods**

Mel explained the issue with the cooker hoods. Lauryn will pick this up and come back to us via Dan Cross.

[jwatson@ballymoregroup.com](mailto:jwatson@ballymoregroup.com)  
[lamara@ballymoregroup.com](mailto:lamara@ballymoregroup.com)  
[jbond@ballymoregroup.com](mailto:jbond@ballymoregroup.com)

# RESIGNATION BY ADAM GALLOWAY

On Sun, Jan 26, 2020 at 5:32 PM Adam Galloway <[adam.galloway@lineone.net](mailto:adam.galloway@lineone.net)> wrote:

Hi Mel,

I write to inform you of my decision to resign from the residents committee.

Although this was likely to come soon, it has been accelerated by my forthcoming departure from London City Island as I will be moving back to Germany next month.

While I acknowledge the volunteer status of everyone on the committee, and the reliance on goodwill relationships with Ballymore, I have become frustrated by the lack of willingness of the committee to take a position on some of the issues, such as:

- The introduction of a fee of £200(?) to register a new lease (tenant) with Ballymore. This is out of proportion with the actual costs incurred, and disproportionately impacts landlords and tenants, but is far less of an issue for owner-occupiers.
- Gym induction costs which are out of proportion with the actual costs incurred, and costs in commercial gyms or other residential gyms (such as Silkworks, Lewisham, for example). This again isn't an issue for owner-occupiers, as they are not charged for inductions and I feel that this is discriminatory.
- The unwillingness to object to the dispensation application last year

More recently, I raised my concerns about the potential impact regarding operation of the ice rink, and in particular about the noise and air pollution that would be caused by the operation of 2 x generators and chiller unit within the square. My concerns were raised around a month in advance of opening of the facility, yet the committee failed to take a position on the issue; our environmental champion failed to 'champion' the environmental issues; and our chairperson declined to meet in person to discuss the impact that I and other residents overlooking the square experienced. It should be noted that I've been informed of one resident that moved out of the development during the period due to the impact. I understand that Tower Hamlets noise officers visited the site several times during the dates the venue was in operation.

The facility was operated with several hundred litres of glycol on site, as well as several hundred litres of generator fuel (in external tanks), yet according to the operating company, they didn't have a spill kit on site, which is an environmental risk. Mitigation could have been arranged by re-siting the generators (which was not done) or installing metered external power and water (which still hasn't been done). For info, the other new development the other side of the station already has

external metered power and water connections to 'future proof' the location for outside events. Ballymore could and should have done this instead of operating the attraction with 'construction site' style generators (rather than cabled power or super-silent generators). With the current environmental emergency, this really shouldn't have happened. I do understand that the committee didn't drive these issues, but I was bitterly disappointed at the lack of action and support.

I wish you and the rest of the RA members all the best for the future, and I'll continue to keep an eye on future developments in the area in future.

On Sun, Jan 26, 2020 at 11:32 PM

Mel Henson <[londoncityislandlra@gmail.com](mailto:londoncityislandlra@gmail.com)> wrote:  
Thank you for letting me know, Adam.

I will let the committee know at tomorrow's meeting.

I wish you every happiness in your new home.

Best regards

Mel Henson

Adam

One point I should make is that, far from being unwilling to challenge Ballymore about the dispensation, we met with them and did just that. Here is a picture of that meeting on 13 November. Minutes are on the website.



# JOB DESCRIPTION:

## SECRETARY – LONDON CITY ISLAND LEASEHOLDERS & RESIDENTS COMMITTEE

- Diary committee meetings and advise committee members of time and date.
- Keep minutes and circulate to Committee Members and Ballymore
- Diary AGM and liaise with Ballymore to advise all residents
- Keep minutes of the AGM and circulate to all residents
- Maintain the agenda.
- Respond to residents requests and add to agenda
- Respond to queries with external bodies such as local government organisations
- Liaise with Ballymore to have meeting room for committee meeting and AGM
- Arrange pre-committee meeting and post meetings with Ballymore. File minutes.
- Keep the website up to date with Agenda for next meeting, Minutes of previous meeting. Add to the agenda as requests come in.
- Keep membership records up to date
- Keep records of committee members up to date
- Advise members when new minutes are posted via Mailchimp
- Be the main point of contact for all members and Ballymore. Circulate requests to the appropriate person
- Additional ad hoc meetings outside of Committee, Pre Committee Meetings, Post Committee Meetings as required and minute the same

Time commitment:

Approx 8

days a year.

In months when there is a committee meeting or AGM (4 times a year) - 1 day – 4 days

In months when there is no committee meeting or AGM (8 times a year) - 0.5 day - 8 days

# RESIDENT UPDATE – COOKER HOODS

Gail von Braun



Figure 1: Exhaust coverage

Outline of Problem with Cooker Hoods:

The current Siemens cooker hood installed is not fit for purpose as it only covers c30% of the hob. (Fig 1)  
Actual vented area outlined in red  
Green shading indicates area of hob that is vented.  
c99% of the front 2 hobs are not within vented area.

Therefore the majority of cooking vapours are not being drawn up into the vented area of the hood and are not recirculated. Unfiltered area is entering the immediate area. The greasy vapours swirl around, under, and up the front of the cupboards and leaving a sticky residue over the kitchen shelves and everything on them. This makes it difficult to store items on the shelves above and to the side of the hob as they



require removing prior to cooking or need to be put through the dishwasher and the shelves cleaned more often than is the norm: this means residents are subjected to additional cleaning

and use extra water and power.

The hot vapours not being drawn into the vented area are starting to damage the cabinetry. The non-vented vapours are irritating to the eyes.

Even with the windows open and the mechanical ventilation system operating, frying, particularly when using the large front hob, is setting off the fire alarm. Some residents have stated that they now turn off their alarms when cooking.

A considerable number of residents are not happy with the selection of and performance of this

particular item of kitchen equipment. We question that their concerns are not being addressed.

## Document 2

### History:

1. There has been an issue with the cooker hoods since August 2017. In 2017 residents reported that "the extractor fans above the hob don't extract anything at all. They simply suck the cooking vapours into an MDF box where the damp rots the wood and mould and bacteria thrive. The kitchen company, Dekko, started to install a vent in the shelf above the cupboard to allow air back out into the flat, where it was supposed to be removed by the extractor fans".

2. It is interesting to note that although Ballymore and Dekko were aware of this problem, they continued installing the same hoods.

3. Ballymore communicated the following in February 2018 : Dekko engineers will be on site next week and require access to install Ventilation for your extractor hood, following on from the previous work that was completed in your apartment in August 2017.

4. The vent installed did not aid the problem of lack of extraction/recirculation (rather it seemed to exacerbate it) and the problems outlined in Document 1 arose. Aftercare was made aware of this via email on 3 April 2018.

5. On 5 April Natasha Kim Camps requested aftercare to investigate. Aftercare attended 1106 Kent and advised that they had already visited at least 2 apartments, were well aware of the problem and had a video from another apartment showing the exhaust not working effectively. They indicated that the problem would be addressed.

6. After intervention by the Residents Association, Ballymore responded stating (in part) :

- Re: Dekko Interiors Ltd - Remedial/Upgrade works (Cooker Hood) - London City

### Island:

- The cooker hood installed has been set to re-circulate air through the grease and carbon filters, returning the filtered air to the room.

- 

- The Grease Filter - absorbs the grease contained in the vapours produced during

cooking.

- 

- The Activated Carbon Filter – absorbs any odorous substances.

- 

- The remedial works carried out by Dekko Interiors Ltd was to ensure that the cooker hood had sufficient ventilation to work at the optimum efficiency.

They further commented that:

“Everyone has now been fitted with an extra venting system that pulls the air up towards the

MVP vents in the ceiling. I agree it's not an ideal solution but our technical team has no suggestions on how it can be improved.”

However as the actual extraction area of the hood covers:

0% of the front left hob;

c10% of the front right hob;

c75% of the rear left hob, and

c60% of the rear right hob;

this means a large volume of vapours are not being drawn into the extractor so the remedial/upgrade works have not been effective as these vapours cannot be re-circulated and filtered as stated in (5) above.

7.

Dan Cross and Justin visited 1106 Kent on 18 February 2019 and observed that the system was

not working effectively and were supplied with a diagram similar to Fig1. It was suggested at this

time that the installation of a pull-out hood should solve the problem and it is surprising that the

technical team did not consider this for a solution.

However, it was realised that this didn't solve the problem, and it meant that nothing could be

put on the shelf above, so work was stopped. They are currently trying to find a better solution. "

They emailed that they are continuing the work with the exact same solution as before regarding

the Kitchen extractors.

In March, April and May 2019, Dan Cross was approached several times by Nina Butkhuzi on behalf of residents who were still complaining about the cooker hoods. She provided a list of

names and Dan responded that these would be passed to the development team.

On 23 May 2019 , Vicky Dillon asked if an engineer could visit 1106 Kent, however on 28 May, she wrote that this would not be necessary as the engineers had visited some apartments and had seen the problem. She further wrote that the matter was in the hands of the engineers and residents would be updated but no further communication from her was forthcoming. Other residents confirmed that they had also received no further updates or visits. As there was no progress on the issue in July and August, Nina again contacted Ballymore and was advised By Dan Cross on 20 August that: the installers are going to look at the 19 apartments that have reported issues. I have sent a list of apartments affected and they will advise when these inspections will take place. Nina Butkhuzi and Gail von Braun approached Dan after the Mutual Service Charge meeting and he assured them that he would revisit the issue in the immediate future. Nina Butkhuzi advised that aftercare visited her apartment on 28 August and changed the filters but this has not had any affect. The exhaust in 1106 has two brand new filters fitted and the problem still persists.

Siemens technical support was contacted on 29 August, given the model numbers of the cooktop and hood and their response was:

- the current hood is not adequate as it only exhausts at 170m<sup>3</sup>/h
- ideally the hood should cover the whole hob (as indicated in the installation instructions)
- Ideally the extractor should be vented externally for better performance.

On 27 September, Nina Butkhuzi wrote to Dan Cross as follows: aftercare visited my flat and as

I understand (I wasn't at the flat when they came) and replaced the filter in the extractor.

This,

however, does not address our concerns. As raised, the issue is that the extractors that are installed in the concerned flats are not big enough for 4 hobs. Our understanding was that your

designer team was looking into this issue and would come up with a solution. Are there any updates from them?

Nina reported that although the filters had been changed, this did not solve the problem.

On 30 September Dan Cross advised that :(the) aftercare manager, has been arranging the remedial works for this. Our role in this is being the liaison with aftercare / construction &

development team in relaying your concerns. I have asked for an update and will also be in a handover meeting tomorrow where I will raise this again.

When the aftercare manager (James Alexander) was contacted his response was as follows:

I

will look into this further and speak with our design team and the contractors who attended and

fitted the new vent as this was the agreed upon design and met with the standards provided by the British Building Regulations.

This is not, however, an effective way to solve the problem and is an answer of no value. Surely the design team and contractors were consulted (or should have been) when it was decided to address the issue in 2017. Especially given that aftercare involved the engineers in the issue in 2017/2018.

Between 17 September and 25 October, Michael Bates attempted multiple times to resolve the

issue with James Alexander to no avail. He (James) did not seem to understand that the problem was not whether the hoods were set to external extraction or re-circulation but rather

that the vapours were not being drawn up into the hood and therefore his responses were of no

value. He dismissed the comments from Siemens Technical Support. His written advice, however, that "this is a Siemens product and has been installed as per instructions and complies with building regulations", is open to question.

James Alexander then emailed Michael Bates and Nina Butkhuzi in October 2019 advising that

"he had received advice from (Ballymore's) technical team and contractors and that (we) should

contact NHBC going forward in this matter."

NHBC were contacted shortly thereafter and their response follows:

If you have a problem with your home that's covered by Buildmark and which you've raised in

the first 2 years after the completion date (up to 3 years in the case of shared parts), your builder is responsible for putting it right within a reasonable time. This is called the builder warranty period.

Once you've told them about a problem during the builder warranty period, they're responsible

for dealing with it even after this period ends.

We would submit that 18+ months is not a "reasonable time"

They indicated that James Alexander should not have directed us to them in this instance.

On 29 October, Kursty McGuessan emailed Nina Butkhuzi as follows: Please be advised that the extractor hoods will not be changed. The current extractor hoods have been fitted as per

design and according to building regulations.

This directly contradicts an email from Ryan Barbour-Proud on 23 October in which he wrote :

"We have received reports that the cooker hood does not cover the whole hob.

Therefore, we are getting our contractors to rectify this."

It is important to note that this communication from Ryan Barbour-Proud, representing Ballymore

aftercare at the time, would seem to constitute a promise to fit a different hood.

The matter was discussed at the Resident's Association meeting on 28 October and it was decided to revisit the matter with Ballymore.

The RA approached Dan Cross and asked for a meeting to discuss. This was agreed to take place on 15 November. On 6 November, Dan cancelled the meeting and redirected residents to a general aftercare representative; effectively taking us back to where we started in April 2018.

At a meeting on Wednesday 13th November, Mel Henson from the Resident's Association raised the issue. Simon Pratt, James Watson and Lauryn Amara were present (minuted). Lauryn Amara from Ballymore was delegated to look into the matter. Lauryn Amara advised Mel Henson that a "desktop survey" would be carried out but no advice regarding this was forthcoming so on December 6th, Mel Henson contacted Lauryn to ask for an update. James Watson responded that "Lauryn has a meeting with the Construction Design team on 12th December and this matter is on the agenda. Once concluded Lauryn or myself shall come back to you with an update." However, a previous meeting with that team in September achieved nothing. Mel Henson contacted Lauryn Amara on 12th December to thank her for raising this issue with the Construction and Design team and wrote that residents were eager for an update. Other residents complained that they had contacted Lauryn Amara on several occasions and she had not bothered to reply. This shows a lack of respect towards residents and the Resident's Association. Nothing was heard so on 16th December and again on 18th December, Mel Henson once again contacted Lauryn Amara and James Watson requesting an update. On 19th December, Mel Henson was advised that James Watson was out of the office as he was ill. No response was forthcoming from Ballymore. During this period another 30+ residents advised they were experiencing problems with their cooker hoods. One resident contacted Lauryn Amara and was told by her to "contact the duty manager or aftercare." This response shows a complete lack of commitment by Lauryn Amara. Understandably upset by this (lack of) response, the resident contacted the managing agent who in turn contacted Ballymore. On 2nd January 2020, Mel Henson wrote once again, asking for an update and was advised by James Watson that she would be updated next week. Eventually the managing agent, Coopers, were advised by Ballymore that they would send out a bulk email to all agents and owners and by 24th January. This did not happen.

Condensation caused by ineffective cooker hood.

# RESIDENTS REQUESTS

## WATER

Kyriakos Ioannou

I have posted in the Facebook group recently and would like to raise it for RA are an idea of how to tackle hot water issue and survey.

I would like to raise the issue of SW Energy overcharging LCI residents with inflated bills providing a proof of this scheme. Essentially you can find enclosed a bill from another property that SW Energy are producing bills for and you can clearly see the charges are significantly lower of what LCI residents are being charged.

As per attached the biggest difference between the 2 charges are the £ per unit meter consumption, with LCI charges being 0.06301 while for the other development is 0.038 i.e. LCI charges are 66% higher! For bill with 400 unites consumption that translates to more than £10!

a) <https://www.facebook.com/groups/186779928410109/permalink/851761541911941/>

José-Miguel I sympathise with the Ballymore problems you are phasing. However, the fact that things are worse elsewhere doesn't mean LCI Residents should stand down.

I believe we all agree about this hot water situation is ridiculous and apparently, Ballymore is not doing enough to fix the issue permanently. It looks like they think that they can get away with it, by just paying engineers to patch whenever there is an incident, instead of properly fixing the underline root cause. The million-dollar question is how to get Ballymore to do their job properly and fix it once and for all! Perhaps if we get Ballymore to have a hefty price tag whenever there is an incident by having to compensate every impacted property, they will come to their senses and fix the issue. As long as their cost for hot water issues incidents is low they will continue to act irresponsibly... If they have significant costs for each incident, their long term benefit would be to properly fix the issue rather than just patch until the next time...

In terms of the compensation amount we can use the "Interruptions to your water supply" compensation as guidance i.e. £20 <https://www.citizensadvice.org.uk/consumer/water/water-supply/interruptions-to-your-water-supply/interruptions-to-your-water-supply/>

b) <https://www.facebook.com/groups/186779928410109/permalink/840649733023122/>

"He said that comments were solicited from residents on a regular basis and there was no need for one." That statement is not true! During 2019 there was only 1 occasion LCI contacted 'residents' through a survey in June. In fact, many people didn't get the survey and upon raising this issue they responded: "Unfortunately this survey was only open for a limited time, however there will certainly be many other opportunities for you to submit your feedback to us via a survey in the near future."

So not only they didn't re-open the survey to those they 'missed' the first time, they also failed to seek feedback not only in the near future but also for more than 6 months!

<https://www.facebook.com/groups/186779928410109/permalink/703990156689081/>

## **SW Energy's Communal Heating and Billing Brochure**



**Embassy Gardens**



## Introduction

Welcome to Embassy Gardens

SW Energy have been appointed to provide heat/hot water and chilling services to your apartment. If you have any queries regarding this service please contact SW Energy's Customer Service Team on 0330 088 3607.

The terms and conditions upon which we will supply heat/hot water and chilling to your apartment are contained in the **Supply Agreement included with this welcome brochure**. Please read the terms of the Supply Agreement as this will provide you with information regarding the obligations placed on both You and Us in relation to the billing of heat/hot water and chilling to your apartment. **By using heat/hot water and chilling through the central system you are deemed to have accepted the Supply Terms contained within the Supply Agreement.**

Your meters will be read automatically on a monthly basis ensuring that you are not inconvenienced in any way and that you are accurately billed based on your actual consumption. In certain circumstances it may be necessary to estimate your bills based on average consumption.

We will issue a monthly invoice that will include charges for the variable consumption of your heat/hot water which is £0.06223 per kWh and chilling which is £0.08625 per kWh. Your bill will also include a gas standing daily charge of £0.04636 relating to the transportation costs, along with a meter maintenance charge for the upkeep of the meters and meter reading system which is £0.10422 per day.

Your invoice will also include a scheme management standing charge which covers the administration of meter and customer data, billing and customer services. If you register for our Direct Debit and Paperless billing option(s) you can receive your bills via email, your payments can be made automatically and you will also receive a discount on your Scheme Management Charge.

Scheme Management Rate	Daily Rate	Monthly Cost	Annual Savings
Standard non-discounted	£0.31200	£9.49	
Paperless Only	£0.29096	£8.85	£7.68
Direct Debit Only	£0.26729	£8.13	£16.32
Direct Debit AND Paperless	£0.24625	£7.49	£24.00

Please contact us on 0330 088 3607 or via email at [directdebit@swenergy.eu](mailto:directdebit@swenergy.eu) if you would like to set up a direct debit and paperless account.

The SW Energy Customer Service Team are available on 0330 088 3607 to answer any queries that you may have with your bills. Our office hours are 8.00 am to 6.00pm Monday to Friday. Calls to this number are charged at standard network rates.

We would like to take this opportunity of welcoming you to SW Energy Ltd. Should you have any queries or wish to discuss our services further please contact SW Energy's Customer Service Team.

Yours sincerely



**Karen Burton**  
**Client Services Manager**



# General Data Protection Regulation (GDPR) (EU) 2016/679

The new GDPR and Data Protection Act 2018 came into force on 25 May 2018 superseding the Data Protection Act 1998. At SW Energy we are committed to protecting and respecting the privacy of individuals and take our obligations under data protection legislation seriously. We already managed personal data in accordance with the previous legislation along with other industry standards such as the Payment Card Industry Data Security Standards (PCI DSS).

## Who collects the data?

For the purpose of providing our leaseholder or tenant billing services, SW Energy as the supplier, is the Data Processor. For the leaseholder billing service, the freeholder (or their agent) is the Data Controller and provides the leaseholder details to be billed. For the tenant billing service, the leaseholder (or their agent) is the Data Controller and provides the tenant details to be billed.

## What data is collected?

In order to provide our services, SW Energy receive the name and contact details of the leaseholder or tenant from the relevant data controller along with meter readings for the utility service(s). Details of the invoices produced are recorded for each customer.

## What is the legal basis for processing the data?

The services and associated personal data are provided and processed under a contract. This will either be the principle service for the whole development agreed with the freeholder (or their agent) or, individual services provided for a leaseholder (or their agent) to bill a tenant on their behalf.

## Will the data be shared with any third parties?

SW Energy does not sell personal data nor share data unless obliged or legally bound to do so. SW Energy will comply with law enforcement or legislative requirements and where it is necessary in the performance of the contracted service.

## How will the information be used?

Personal data will only be used to provide the utility services and related invoices.

## How long will the data be stored for?

Personal Data will be stored while a contracted service is in operation and for as long as required to comply with relevant legislation including HMRC retention requirements.

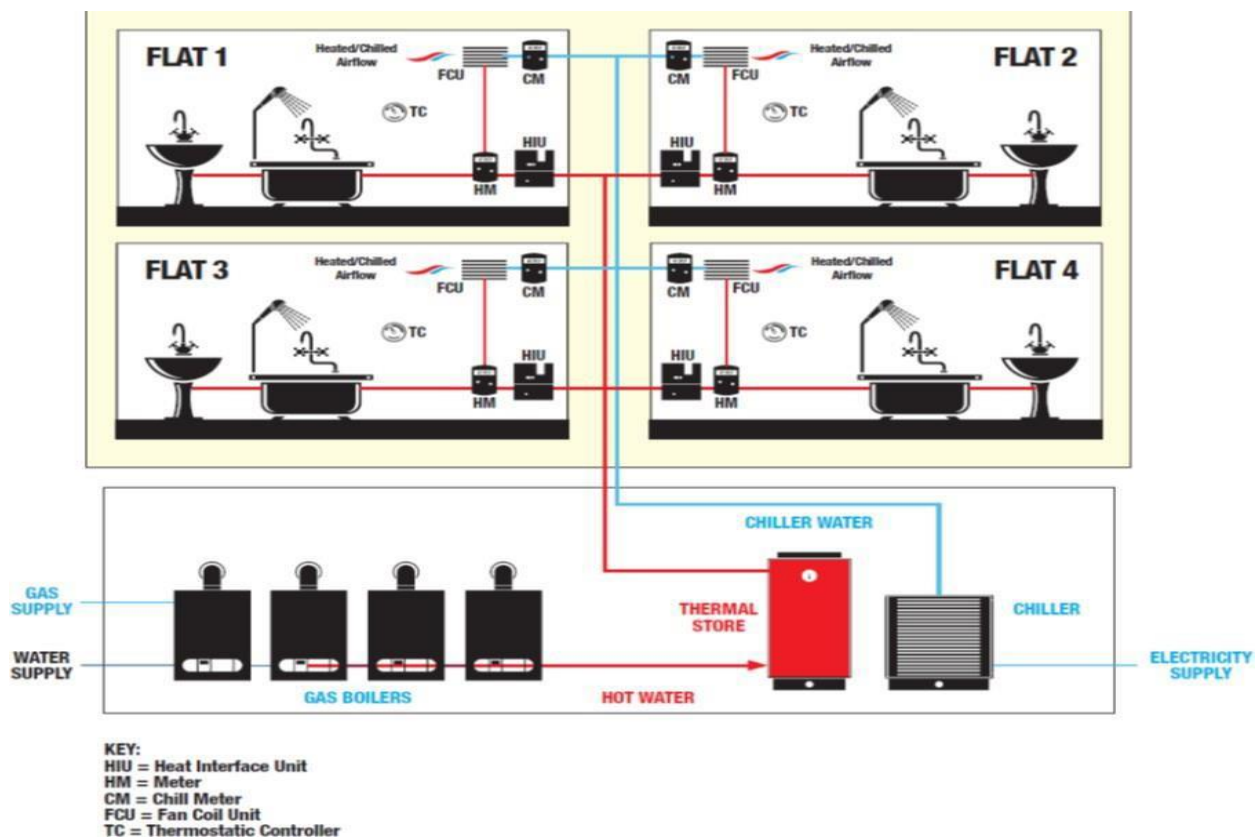
# What is a District Heat Network?

Rather than have an individual gas boiler in every home, a district heat network uses a centralised communal boiler and chillers to provide heat and cooling for the whole development.

The centralised boiler is located in the basement. The Managing Agent, on behalf of the Freeholder, manages the bulk energy supply to the plant room at your development. The communal boiler or chillers turns the energy into hot water and chilled water and pumps it via an infrastructure of pipes around the development to each property. The heat is used to heat up your cold-water supply and produce hot water for showers etc. The heat and cooling air in your apartment is provided from the communal hot and chilled water pipes supplying the Fan Coil Unit (FCU) located in your apartment. A thermostatic controller allows you to control the temperature and air flow within your apartment.

Your apartment benefits from being connected to a centralised communal system as with communal energy you are buying 'useful energy' on demand (heat and hot water and chill) rather than 'raw fuel' (gas).

The Heat Interface Unit (HIU) contains the control devices that regulate the flow of heat into your apartment and a heat meter that measures your heat consumption. A thermostat similar to the kind used in traditional gas heating systems allows you to control the amount of heat you consume.



# SW Energy Services

SW Energy provide communal heating, billing and engineering services for many district heat network suppliers across the UK.

## Our services include:

**Billing** – the calculation, production and issue of invoices for metered utility services

**Data Management** – the maintenance of accurate customer and property data

**Contact Centre** – the provision of customer services via telephone and email

**Payment Facilities** – enabling customers to make payments via a number of methods

**Meter Maintenance** – investigation, repair and maintenance of the meter reading system

## Contacting Us

If you have a query regarding your bill, payments or a problem with your meter please call the Customer Service Team on 0330 088 3607.

For further information on how to contact us via email please refer to SW Energy's general guidance and procedures in this brochure.

## What to do if you have a fault with your heating

The Management Company, on behalf of the Freeholder, manages the maintenance of the central mechanical & electrical plant that generates the heat. If you have a problem with your heat/hot water or chilling and it is not an estate wide issue and your apartment is still within the warranty period, please contact BAML Estate Management Team.

These tips might help:

1. Check that your heat/hot water and chilling controls are set properly so that the controls are allowing heat into your home.
2. Check with Concierge to see if there is a wider issue affecting the estate.

## What to do if you are moving in or out of the property

If you are moving in or out of the property please ensure that you take your start or end reading and notify SW Energy. We will then either set you up on the billing system or prepare a final bill. You should also provide a forwarding address so that your final bill can be sent to you.

## How are your heat/hot water charges calculated?

The rate you are charged for heat/hot water is based on a number of factors including the cost of gas and the thermal efficiency of your development. The thermal efficiency is calculated by the amount of heat and hot water sold to customers divided by the amount of gas purchased from the supplier. On a typical development this would be expected to be around 35%-50%. For example, if the thermal efficiency of the development was 50%, it would require 2 kWh of raw gas to produce 1 kWh of heat. This explains why the unit price of heat is higher than the unit price of gas.

## How much will I pay for my consumption?

The amount you pay for your heat/hot water, chilling, scheme management charge, gas standing charge and meter maintenance charge will depend on the amount you use (kWh) and the amount of days in the billing period.

SW Energy obtain remote actual readings from your heat/hot water and chilling meters every month via the centralised meter reading system. We will issue a monthly invoice that will include charges for the variable consumption of your heat/hot water, chilling, gas standing charge relating to the transportation costs and a scheme management charge which covers administration of meter and customer data, billing and customer services along with a meter maintenance charge for the upkeep of the meters and meter reading system. If at any time we are unable to access the actual meter readings, SW Energy will send you a bill based on an estimated read.

Please note that any invoices or letters that are sent out to overseas addresses will incur an additional charge of £3.50 per letter. However, if the bill payer contacts SW Energy and opts for paperless billing there will be no charge.

## Understanding your SW Energy bill

SW Energy will send you a monthly bill to charge you for your actual consumption of heat/hot water and chilling. Each month SW Energy will access the remote reading system which measures your consumption of heat/hot water and chilling. We will use these meter readings to calculate what you owe.

Your bill contains various information which shows you what you have consumed, what the charges are and how you can make payment.

**SW Energy**  
**Invoice**

**Invoice To:**  
Mr A. Sample  
A2101 Capital Building  
8 New Union Square  
London  
SW11 7AE  
Great Britain

**Billing Period** 01/09/2018 To 30/09/2018

**Customer Account No.** 07000261

**Supply Address:**  
A2101 Capital Building  
8 New Union Square  
London  
SW11 7AE  
Great Britain

Please note that customers choosing to pay by Direct Debit and/or register for paperless billing will receive a discount on the Scheme Management Charge subject to cleared payments.

If you pay via Direct Debit, we will collect the Balance Due on your bill approximately 14 days after the Invoice Date.

**Document Date** 12/12/2018  
**Invoice No.** 0000001014

Description	Current Read	Previous Read	Consumption	£ Per Unit	Unit	VAT	Amount
Heat & Hot Water	500A	292A	208	0.06223	kWh	5%	12.94
Chilling	480A	360A	120	0.08625	kWh	5%	10.35
Gas Standing Charge			30	0.04636	Days	5%	1.39
Scheme Management - DD & Paperless			30	0.24625	Days	5%	7.39
Meter Maintenance			30	0.10422	Days	5%	3.13

**Subtotal** £35.20  
**VAT** £1.76  
**Total** £36.96  
**Balance Fwd** £0.00  
**Balance Due** £36.96

**Meter Reading Types**  
E = Estimated    A = Actual    C = Customer Supplied

All supplies are made subject to SW Energy Ltd standard terms of business which are available on request  
**Company Registration Number : 7707220**  
**VAT Registration Number : 115121960**

Please make payment to the following bank details:  
**Sort Code: 20-51-43**  
**Account No: 01234567**  
Payment Due Date is 14 days from document date

If you have any queries please contact our Customer Services Team on **0330 088 3607** during the hours of Monday-Friday 8am-6pm

If you have received an invoice with an estimated reading please contact us at [meterreadings@swenergy.eu](mailto:meterreadings@swenergy.eu) to confirm your current reading and for your account to be amended

**Current Billing Period Charge**

**Total Amount**

**This is your customer account number**

**This is what you have used**

*'Customer account no'*

This is your unique customer account number which allows SW Energy to identify your account

*'Billing period'*

This shows the start and end dates for the charges on your invoice

*'Consumption'*

This is the total amount of consumption used (kWh) for heat/hot water and chilling. Also, a daily fee for the scheme management charge, gas standing charge and meter maintenance charge

*'Invoice total'*

This shows you charges for the current billing period

*'Balance fwd'*

This shows you any balance brought forward from the previous invoice

*'Balance due'*

This is the total amount that you must pay. It includes any balance brought forward plus the total of your new charges for the period being billed

*'Direct debit'*

If you have signed up to pay by direct debit please note that the balance due on your invoice will be collected approximately 14 days after the invoice is issued

*'Previous or current read'*

This should be noted as A, E or C.

A = Actual reads

E = Estimated read

C = Customer read

If you have received an estimated bill and would like to receive a bill based on actual consumption please email a picture of your meter showing the actual read to [meterreadings@swenergy.eu](mailto:meterreadings@swenergy.eu). Please remember to include the date the read was taken.

## How to pay your bill

There are a number of ways in which you can pay your bill:

1. Payment by Direct Debit, where we will automatically take a payment each month of the full amount owed, as shown on your bill. Please call 0330 088 3607 during office hours 8.00am – 6.00pm Monday to Friday to request a Direct Debit mandate, which will be posted or emailed out to you for completion.

Please note that the mandate must contain your customer reference and handwritten signature. Please return to [directdebit@swenergy.eu](mailto:directdebit@swenergy.eu) or send in the post to SW Energy Ltd, PO Box 271, Liverpool, L22 0XA.

2. Payment by telephone. To make payment by debit or credit card by telephone, please contact SW Energy's Customer Service Team on 0330 088 3607 during office hours 8.00am – 6.00pm Monday to Friday. You will need your card details and your bill to make the payment as you will need to quote your unique customer account number.
3. Payment by BACS. You can also make cash payments at any Barclays Bank SW Energy sort code 205143 and Account No 23518973  
Please remember to enter your unique customer account number as the reference when making payment which you can find on the top right-hand side of your bill.
4. Online banking payment. You can also make payment through your on-line bank account. SW Energy sort code 205143 and Account No 23518973  
Please remember to enter your unique customer account number as the reference when making payment which you can find on the top right-hand side of your bill. Please note that payments made using BACS or online bank account may take 3 working days to be allocated to your account. Failure to use the correct 8-digit customer account number as the reference when making payment may cause a delay in your payment being allocated to your account.

It is important that you pay your bills promptly each month as SW Energy will commence credit control procedures if you do not pay.

If you are having difficulty paying your bills please contact us immediately to discuss the payment options available to you.

*What you can do to help us to help you:*

- ☐ Please have your customer account number to hand when you contact us
- ☐ Please confirm your telephone number and email address to us when you contact us so that we have up-to date details for you
- ☐ Do not wilfully damage any part of the heating system within your property or outside your property
- ☐ Please ensure prompt payment of your bills

## Customers with additional needs

Please contact SW Energy if you have additional needs or requirements in communicating with us, we will do our best to help. You may wish to nominate another person, such as a carer, friend or relative to contact us on your behalf. Please let us know if you would like this to be set up and we will note your account. We will not share your account and payment details with anyone else unless you explicitly ask us to do so.

Also, if loss of your heat/hot water supply would cause you undue hardship please contact the Customer Service Team to discuss your individual circumstances.

## Quality of service and Complaint handling

Customer service is really important to us and we want to ensure that we handle any customer queries or complaints thoroughly and effectively. If you are unhappy with our service please give us the chance to make things right by contacting the Customer Service Team. If you then feel that we haven't resolved your problem and you would like to make a formal complaint, this can be done by writing to the Complaints Manager either via email to:

[complaints@swenergy.eu](mailto:complaints@swenergy.eu)

or sending by post to:

SW Energy Limited  
PO Box 271  
Liverpool  
L22 0XA

- 1) Email complaints will receive an acknowledgement within 2 working days of receipt and an email reply within 15 working days
- 2) Postal complaints will receive an acknowledgement letter within 7 days of SW Energy receiving their letter and a written reply within 15 working days of receipt of the complaint letter.
- 3) Should the customer be unhappy with the response to the complaint, the customer can in writing, identify the reasons for this and reply accordingly. The situation will be reviewed by a senior member of the SW Energy management team and a response issued in line with the stated timescales in steps 2 & 3.
- 4) Should the customer remain dissatisfied with the second response, the details should be supplied in writing and at this stage the details of the complaint will be reviewed between SW Energy and the Client to ensure the complaint has been addressed appropriately.



# TARIFF CHARGES SCHEDULE (all charges are exclusive of VAT unless stated):

The following charges will apply and be reviewed on an annual basis:

## Standing Charges

These are usually based on a daily rate regardless of consumption. The details are set out in the terms and conditions of supply:

Scheme Management Charge  
Gas Standing Charge

## Metered Utility Charges

Consumption of your utility supply (e.g. Heat or Chilling) which is calculated as:

<metered units used> multiplied by <unit cost>

## Meter Maintenance Charge

This contributes to the cost of maintaining the meters and meter reading system and includes:  
Heat Network Regulations meter validation checks

## Additional charges that you may incur

Copy invoice or statement (digital)	Free
Copy invoice or statement (printed)	£3.00
Overseas postage fee	£3.50
Unpaid direct debit <sup>1</sup>	£12.00
Tenancy management fee (per tenant)	£10.50
Reworked invoice <sup>2</sup>	£8.50

<sup>1</sup> Zero rated Vat

<sup>2</sup> Where an invoice has to be recalculated due to late or inaccurate notification of a change in occupancy that results in a previous invoice being cancelled and one or more invoices being recreated

## Debt and unpaid charges

SW Energy may levy reasonable costs and expenses incurred by us when taking action should your account remain unpaid.

If you do not pay your bills within 14 days this could lead to disconnection or legal action and the following charges being applied-:

Notice of disconnection	£12.00
Disconnection & Reconnection fee)	£150.00
Legal administrative pack	£48.00
Claim fee up to £1000.00	£30.00
Claim fee £1000.00 to £10,000.00	£60.00
Solicitor and Court costs	Variable

Further charges will be levied for additional solicitor or court costs. SW Energy reserve the right to pass the debt onto a debt collection agency/company, which may result in further charges. Please refer to your supply agreement and terms and conditions enclosed with this brochure.

# SW Energy's General Guidance & Procedures

## Tenancy Changes

Please arrange for the landlord/lettings agent to complete a Tenancy Management Form and return it to us either via email at [tenancychanges@swenergy.eu](mailto:tenancychanges@swenergy.eu) or via post to:

PO Box 271  
Liverpool  
L22 0XA

## Direct Debits

Please send completed Direct Debit mandates to [DirectDebit@swenergy.eu](mailto:DirectDebit@swenergy.eu) or via post at the address detailed on the mandate.

Please note that Direct Debit mandates must contain your customer account number as the reference along with a handwritten signature.

## Meter Readings

If your bill has been estimated please email a picture of your meter in order to confirm the current reading to [MeterReadings@swenergy.eu](mailto:MeterReadings@swenergy.eu) along with confirmation of the date that the picture was taken. Your account will then be amended to reflect this reading.

## Incorrect Invoice

If you have received an invoice and you feel it contains incorrect information, please email the details to us at [IncorrectInvoices@swenergy.eu](mailto:IncorrectInvoices@swenergy.eu)

If your invoice contains actual readings and you have a query regarding your consumption please call our Customer Service Team on 0330 088 3607.

## Document Requests

If you require copies of any SW Energy documents, please email the details of your request to [DocumentRequests@swenergy.eu](mailto:DocumentRequests@swenergy.eu)

Please note that copy invoices and statements will incur the following charges:

Copy invoice or statement (digital)	Free
Copy invoice or statement (printed)	£3.00

## Payment Queries

If you have made a payment that is not recorded on your account, please email the following details to [PaymentQueries@swenergy.eu](mailto:PaymentQueries@swenergy.eu)

- | Method of payment, e.g. card, bank transfer, etc.
- | Date of payment
- | Payment amount
- | Account No payment made into (if bank transfer)

## General Queries

For any other queries such as:

- | Paperless billing requests
- | Payments via credit or debit card
- | General enquiries e.g. consumption, billing or meter queries

Please contact our Customer Services team on 0330 088 3607

## Typical Questions and Answers

(all charges are exclusive of VAT unless stated)

No	Question	Answer
1	What is my SW Energy invoice for?	<p>You will be billed for:-</p> <p>Heat/Hot water Consumption Chilling Consumption Scheme Management Charge Gas Standing Charge Meter Maintenance charge</p>
2	How often will I be billed?	Bills will be issued once a month, as debt and credit management controls cannot be managed effectively if this term is increased.
3	Why is my bill estimated?	Usually bills are based on actual reads, however on the rare occasion that a meter reading is not available at the time of billing you will receive an estimated read based on average consumption for your apartment size.
4	Who shall I call if I have any queries on my energy bill?	Please contact SW Energy's Customer Service Team on 0330 088 3607
5	How can I check that my meter readings are correct?	Your invoice will show actual consumption readings as per the billing period on your bill. You can then compare these reads with your meter device to ensure they are correct.
6	What happens if I am late or don't pay my bills?	<p>If you do not pay your bills within 14 days, you will be subject to credit control proceedings which could lead to disconnection or legal action and the following charges being applied:-</p> <ul style="list-style-type: none"> <li>(a) Notice of Disconnection - £12.00</li> <li>(b) Disconnection &amp; Reconnection Fee - £150.00</li> <li>(c) Legal administration pack - £48.00</li> <li>(d) Claim fee up to £1000.00 - £30.00</li> <li>(e) Claim fee £1000.00 to £10,000.00 - £60.00</li> <li>(f) Solicitor and court costs -Variable</li> </ul>
7	My meter is not working properly?	If you think there is a problem with your meter please contact SW Energy in the first instance on 0330 088 3607. SW Energy will then arrange an engineer visit to inspect your meter.

8	<p>What is the scheme management on my bill and how is it calculated?</p> <p>What is the meter maintenance charge?</p>	<b>Scheme Management Charge &amp; Meter Maintenance Charge</b>			
		<b>Service Provided</b>	<b>Description</b>	<b>Cost D/D &amp; paperless billing</b>	<b>Cost based on standard non-discounted bills</b>
		Billing and revenue collection services	Monthly billing per apartment includes sending out 1 bill per month per property plus reminders and the processing of payments made by D/D, Bacs, and telephone	<b>£7.49 per month</b>	£9.49 per month
		Maintaining Customer database	Maintaining customer, property and meter related data to ensure accurate reading, billing and communication		
		UK 2 <sup>nd</sup> class Postage Included	This is the cost of sending out bills and contract documentation to single UK national addresses. Overseas postage charged at £3.50 per item		
		Call centre services	Processing customer calls, emails and letters including bill, reading, account and payment queries, document requests and changes of tenancy etc.		
		Documents, information and communication	Issuing welcome packs of documents, FAQs, updates and letters to residents		
		Engineer call outs to address metering faults	If customer calls up to register meter fault or reports exceptional consumption an engineer appointment will be agreed to check the meter.	<b>£3.17 per month Budget</b>	£3.17 per month Budget
		Maintaining and replacing faulty meters	If engineers discover faulty meters these will be replaced.		
		Maintaining and replacing meter data collection network and head end units	Engineers will maintain and replace faulty meter data collection network and head end units		
		Meter verification works to ensure Heat Regulation compliance	Under the "Heat Network (Metering and Billing) Regulations 2014" Meters have to be checked to ensure they are working correctly every 24 months, engineers undertake meter approved verification tests to ensure Heat Regulation compliance.		
			<b>TOTAL</b>	<b>£10.66 per month</b>	£12.66 per month
9	My bills have been sent to the wrong address, who should I contact?	Please notify SW Energy's billing team on 0330 088 3607			
10	What payment methods can I use to pay my bill?	<p>SW Energy offer three types of payment service:</p> <p><b>Variable direct debit</b> – if you would like to set up this facility please complete the direct debit mandate enclosed in the property welcome pack. If you require a DD mandate please contact 0330 088 3607</p> <p><b>Bacs</b> – you can make a direct payment through your on-line bank account to SW Energy Ltd Sort Code 205143 and Account No: 23518973 Please remember to enter <b>your unique customer reference</b> when making payment which you can find on the top right-hand side of your bill</p> <p>Please note payments made using this method may take 3 working days to be allocated to your account</p> <p><b>Cash Payment</b> – You can also make cash payments at any Barclays Bank (payment details as above)</p> <p><b>Telephone</b> - To make payment by debit or credit card by telephone, please contact SW Energy's Customer Service Team on 0330 088 3607</p>			

# Customer Charter

## Our Commitment

The purpose of this charter is to clarify and continually improve our standards of service to our domestic customers connected to a district heating system.

## Our Customer Obligations

In conjunction with the freeholders, providing all leasehold customers with a pack on how to use their heating/chilling system.

Provision of a clear customer complaints procedure which deals with customer complaints seriously, dealing with their concerns in a timely and efficient manner, initial response within 7 days and a full response within 30 days

Providing opportunities to escalate customer service complaints to SW Energy senior manager level if they feel their concerns are not being dealt with.

Providing customers with monthly billing which has a clear pricing policy based on actual consumption readings. In some instances, due to external factors this may need to be estimated.

Providing a customer with typical Questions and Answers sheet which provides a detailed response to the most frequently asked questions.

Provide as many payment options as possible i.e. direct debit, Bacs, payments by card over the phone and cash payments at Barclays bank.

Provide a clear policy on prepayment and debt management for customers facing difficulties in paying for their energy.

Providing a clear disconnection policy which communicates with our customers well in advance of potential disconnection proceedings.

Communication with our customers in plain English in a courteous and polite manner.

Protect any personal information you give to us and use customer feedback to improve our service levels.

## Our Supplies

Working with the freeholder management team we will endeavour to keep your heating/chilling system running all year round so it is on demand when needed. We must insist that you report any problems with your service as soon as it appears so we can deal with it immediately and effectively.

## Billing Services

Customers will receive a bill with the following information:

The suppliers address and contact details.

Customers reference number/account number.

Standing charges/price per unit.

Period of time covered by the bill/units used.

Meter serial number/reference number.

## Customer Commitment

We will encourage all our customers to act responsibly by:

Keeping all prearranged appointments where access is required to their premises/property.

Causing no wilful damage to any part of the heating system.

Paying on time for all heating/chilled energy used.

Reporting meter/system faults as soon as they appear.

Let us know if your personal circumstances change which may affect the way the bill is paid.

Treat all our staff as you would expect to be treated yourself.

## Disclaimer

This customer charter has been prepared in good faith. Neither SW Energy nor any of its partners accept liability for parties using this charter.

This charter does not supersede any contractual documents/terms and conditions or other service standard requirements imposed by regulatory authorities and there is no obligation on any organisation to follow the guidance herein

Contact details: 0330 088 3607

Website [www.swenergy.eu](http://www.swenergy.eu)

4<sup>th</sup> floor, Burlington House

Crosby Road North

Liverpool

L22 0PJ





## Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

SW Energy Ltd  
PO Box 271  
Liverpool  
L22 0XA

Service user number

4	3	9	0	1	0
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Name(s) of account holder(s)


Reference

0	7	0																	
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Bank/building society account number

--	--	--	--	--	--	--	--

Branch sort code

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### Instruction to your bank or building society

Please pay SW Energy Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with SW Energy and, if so, details will be passed electronically to my bank/building society.

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Signature(s)
Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

DD12

This guarantee should be detached and retained by the payer.



## The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit SW Energy Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request SW Energy Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by SW Energy Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
  - If you receive a refund you are not entitled to, you must pay it back when SW Energy Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

