

**Minutes of the
Fernwood Central Residents' Association (FCRA) Committee Meeting
Held at 19:15 hrs on Wednesday 19th December 2024
Fernwood Village Hall**

1. Attendance:

Present		Apologies
John Newton (JN)	Henry Micah (HM)	Nick Roberts (NR)
Barry Smith (BS)	Terry McSwiney (TM)	
David Heath (DH)		
Brenda Wright (BW)		AR = A Resident

Members of the public were in attendance.

2. Previous Minutes

Proposed as a true record – Carried unanimously

3. Chair's Report

- i. JN said that our goals included to improve our communications within Fernwood and to achieve a higher profile. It is also important to improve communications with FirstPort. FirstPort think that everything is OK because they receive few complaints through the Creatio system and emphasised that the residents should use the Creatio system to raise any issues and complaints.

FCRA was concerned that £47,000 had been spent from Reserves without consultation or detail of how it had been spent. This would be followed up with FirstPort along with other aspects of the budget.

4. Treasurer's Report

- i. BS reported that the only item of expenditure for the previous month had been £2.99 for the hosting of the FCRA Web site. The present balance of the Bursary fund was £2,509, with the main FCRA account standing at £1,721 which resulted in a total funds of £4,231.

5. Residents Discusstion

A resident (AR) raised the issue of the Deed of Variation with particular concern that the TP1 gave the FirstPort Manger access to their property in specific circumstances. Buyers were requiring a change to that which required a Deed of Variation (DoV), the wording of which then turned out to be unacceptable to the buyers lender. This then required the further communication between the solicitors and FirstPort which made further delays and expenditure. JN said that it was clear that the DoV needed to be more comprehensive in order for it to be accepted by lenders which should eliminate extra costs and delays. AR also said that he had found that he was unable to speak directly to the FirstPort Legal team who would only communicate with a legal representative. He had paid £900 to his solicitor for a DoV. JN said that the FirstPort team with dealt with the DoV were separate to the Legal Team and were also NOT on Creatio so queries and follow ups could not be through this. The only solution at present is to telephone the FirstPort customer

service number to ensure that a “Concern Number” is raised. AR said that his total FirstPort costs to sell were currently £1,500 for the Sellers Pack and the DoV.

It was agreed that FCRA would publicise the FirstPort Customer Service Telephone number and the use of the Creatio System.

AR Asked if amendments to the DoV were required, were additional FirstPort fees involved and if so how much? JN agreed to raise this with FirstPort.

BS raised the little understood subject of re-mortgaging. AR had raised at a previous meeting that if a property was re-mortgaged, the new mortgage company may require a DoV. It had been suggested that taking out a new mortgage with the same mortgage company should avoid this. BS pointed out that if it was a NEW mortgage with the same company, FirstPort would need to be involved to change the details of the mortgage and would charge a fee, the cost of which was unknown.

6. Feed back from 2 meetings with FirstPort and Barratts not previously discussed

Levels of and contributions towards Reserves had been discussed as well as what they had been spent upon. FirstPort had agreed to report top the next meeting with details.

TM raised the issue of insurance and said that FirstPort insurers were part of the same holding company. AR said that this produced additional profit for the holding company via the underwriters. It was suggested that the Property Land Reform act was possibly supposed to prevent this. AR said that in the past, broken and replaced fences had been claimed on insurance but that this may have affected the premiums through the claims history. AR said that a carpet in a leasehold property had been replaced using reserves because it had reached the end of its theoretical life and not because it needed replacing. AR commented that the Lease specified the period for replacement which had to be adhered to.

7. Chairman

The Chairman stated in closing the meeting that the concerns raised would be taken to the meeting with FirstPort with the outcome being reported back to residents.

Future meetings:

Committee Meeting - Wednesday 29th January 2025 at 7:15pm – Village Hall
Committee Meeting - Wednesday 26th February 2025 at 7:15pm – Village Hall
Committee Meeting - Wednesday 26th March 2025 at 7:15pm – Village Hall

Meeting Closed 21:10 hrs