



Special General Meeting of Plot Holders

Wednesday 26th March 2025

Trustees Present

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| Lyndon Taylor – Chair of Trustees | (LT) |
| John Bickley | (JB) |
| Stephen Parsons | (SP) |
| Mark furlong | (MF) |
| Phil Hallman | (PH) |

Staff

Lucy Secker

Volunteers

Paul Rogers and Stuart Kelly

Meeting opened at 19:05

LT - Welcome to the SGM.

This is a private meeting of Plot Owners or their proxies only. Anyone who is not a Plot Owner or proxy must leave and this includes any members of the press.

Introduction of the Trustees

This meeting was called by 64 Plot Owners to discuss the legal costs associated with regaining possession on the Lodge building. However, this is not a practical purpose for holding an SGM as one or more motions are required to be voted on. As no resolution was submitted by the deadline of three weeks before the date of the meeting, the Trustees have proposed two resolutions for the SGM to vote on. These are designed to give the DPML Trustees clarity on how Plot Owners want to proceed.

DPML has to-date spent around £8.5k on various legal advice relating to Squirrels occupancy of the Lodge. £1k was related to the initial lease offer in 2021. These figures are taken from the DPML audited accounts and is no where near the nonsensical figures quoted on Facebook and later shared to the press.

DPML Trustees are legally bound to act and cast votes in accordance with previously passed resolutions at general meetings. The relevant resolutions we are currently bound by are:

One- The September 2023 SGM motion to withdraw the notice to quit was defeated, hence by extension the Trustees were required not to withdraw the notice to quit and therefore enforce the notice to quit.

Two – The September 2023 OGM motion passed by substantial majority to require a Special resolution (needing at least 321 votes in favour) to allow any 3rd party occupancy rights over amenity buildings.

This brings us to the current situation, had Squirrels Pre-school complied with the notice to quit then there would be no further legal costs. As Squirrels refused to leave, we have no alternative other than to ask the courts for a possession order. This will cost between £5k and £10k, however if Squirrels Pre-school oppose the order the costs could rise to an estimated £30k to £50k. These costs are entirely caused by Squirrels Pre-school refusing to accept the decision of the previous general meetings and can be entirely avoided now if Squirrels comply with the notice to quit.

The Deed of Trusts requires all votes to be by “show of hands” unless 40 or more Plot Owners request a ballot. We have already been asked by a number of Plot Owners to hold this vote by secret ballot so please can I have a show of hands in favour of a secret ballot this evening.

More than 40 hands were raised so a secret ballot will take place.

This general meeting is slightly unusual as resolution two is entirely dependant on the results of resolution one so we will discuss and vote on resolution one in the first instance, then have a break while the counting officers Paul and Stewart count your votes and add them to the proxy votes that they counted this morning..

Once the votes have been counted, we will either proceed to discuss and vote on resolution two, or this meeting will be closed.

(SP) Welcome, we are here to make a decision on the motions backed by all DPML Trustees. If resolution one is approved, then resolution two will be discussed and voted on.

Democratic processes are used to make decisions on life on Delamere Park. The decisions in 2023 have led to tonight, the SGM paperwork has already been provided to all Plot Owners and sets out the background history.

For Squirrels to remain in the Lodge without a clear mandate is a breach of the Deed of Covenant. All Plot Owners pay annual contributions and in return have the right to access all DPML buildings. Currently having no access to the Lodge is a clear breach of the Covenant. The Lodge needs to be under the control of DPML and May 2024 was supposed to be when the Lodge was vacated by Squirrels.

No legal occupancy rights of any DPML building, such as a lease, can be given to any 3rd party without a Special Resolution requiring 75% of Plot Owners to vote in favour. No such Special Resolution has ever been passed. Our legal advice, after mediation was unsuccessful, was to continue via court proceedings. The Trustees have followed all legal advice given.

Steve read out all the resolution 1 information as written in the SGM paperwork provided to Plot Owners.

Plot Owners will need to approve resolution one, in order to allow Trustees to provide a 3rd party with a LTO without the need for a Special Resolution vote.

Everyone present was offered the opportunity to ask questions at this point.

Lesley Sharkey – DP resident for 30 years. She instigated the SGM to discuss the costs related to Lodge/Squirrels. She stated that she is not necessarily a supporter of Squirrels.

In the current budget, £8K of legal fees were budgeted for, there is no provision for the proposed additional legal costs, so where will this money come from?

LT – The legal costs will not be incurred in this financial year, possibly next year or beyond due to the legal process timelines. The budget is always a best guess based on information available around July/August when the budget is set before the OGM.

Lesley Sharkey – Where are the surplus funds to pay for the court case? Where will this money come from?

LT – We currently have £50K surplus from the end of the 2023/2024 financial year.

Lesley Sharkey – Does spending this on court fees not leave us in a precarious position?

LT – We are in a much better financial position than in 2019 when DPML had a £45K deficit in funds. There is enough cash to pay for this legal action.

Lesley Sharkey – Plot Owners want to discuss the costs, we were not made aware of the potential costs until now. The Trustees did not have a mandate voted on to spend this money, they did not ask Plot Owners permission to make this extraordinary purchase.

LT – There is no provision to prevent extra payments being made that were not in the budget. DPML Trustees do not want to spend this money, however DPML would be in breach of covenant if it does nothing about the occupancy of the Lodge, so the Trustees have no other option.

JB – We all should not be here in this meeting, it is only because of Squirrels refusal to abide with the democratic vote to evict them that we are in this position. They are effectively holding us hostage.

As Directors we have the authority to raise funds to fix problems, as we have done in the past to fix issues such as the roof, the pool and when the Clubhouse burnt down. We run the company on behalf of the Plot Owners, not on behalf of a 3rd party company.

Lesley Sharkey – DPML have nothing to gain financially from the legal action. When I asked how to raise a SGM I was given no guidance, no information about the resolution or the signatures needed. The Trustees have controlled this SGM meeting and the resolutions.

LT – No resolutions were submitted when the SGM was called. Three weeks before the SGM meeting is the deadline for resolutions to be submitted. No motions were forthcoming, if any had been we would have withdrawn our own motions.

Lesley Sharkey – The Trustees could have asked if she (Lesley) planned to submit a resolution and told her what she needed to do. The Trustees are taking Plot Owners on a path to legal action no matter what. The current resolutions are not worth voting on so abstaining is the only option.

Chris Hardy – The Trustees are hijacking the meeting, no opposition view was distributed by DPML. Legal costs are not wanted.

DPML Trustees and Squirrels should agree to remove the non-disclosure agreement so all can see the information that has not been provided to Plot Owners.

Plot Owner money should be spent on amenity lands, clubhouse repairs.

DPM should not borrow more money.

Barrister advice cannot guarantee a win in a court case.

Proxy votes may win over those on the night but how can proxy votes be fair when all the info provided has been one sided in favour of DPML.

The Pre-school is valuable, it creates lasting friendships between residents.

Squirrels has enhanced DP, the uses proposed for the lodge will only incur more costs for DPML and Plot Owners. Can we work on a reconciliation and harmony, Squirrels will be happy to sign a LTO, we don't need lawyers.

Rosemary Hallman – The resolution is that Squirrels must leave so that Plot Owners have exclusive use of all facilities, so the Deed is already broken. Swimming lessons in the pool mean that Plot Owners don't have access.

Open discussion is always the best way to resolve disputes, that is not what happens on the Park.

Smoke and mirrors and if one of the Trustees does not like the opinion of the others, they are pressurised into agreeing.

The Play area is not fit for purpose, why not spend £50K on the leaky roof and other fixes.

One Trustee is not more important than any other Plot Owner.

SP – Many meetings have been held about the lease, and 29 versions of leases have been refused by Squirrels. We received a legal response from Squirrels first, with their refusal to proceed any further in person.

Resolution number one will allow Squirrels to remain on the Park with Plot Owners agreement.

You need to think about the current consequences for a breach of covenant.

The mediation took place in two separate buildings with the mediator going between the two.

The mediator was not the Barrister.

DPML Trustees were hopeful that the outcome of mediation would be a draft agreement under the terms of the mediated agreement. That did not happen.

LT – The non-disclosure agreement was signed by all and cannot be void without written agreement.

JB – If enough demand for a Pre-School exists on Delamere Park, DPML could run and control a Pre-school themselves. If there is enough demand this could be a way to provide the services desired. As soon as the service is outsourced it is being run by a commercial operation. The 3rd party has control of the building, and it will lead to the same Covenant problems.

Julian Key – 21 years a DP resident. Seems to be an inability to come to an agreement, the LTO challenges could be seen to be deliberate to prevent Squirrels from signing.

Squirrels are presented as aggressive and unwilling to sign.

Plot Owners have communicated directly to Squirrels and came to a quick agreement of a £2K annual rental which is based on ratable value. It doesn't deliver everything, but it does provide a contribution towards the DP community. All Plot Owners desire for it to work as a community and become less divisive.

Carolyn Beamson – 21 years DP resident. You are currently breaking Covenant with me so what would happen if I don't pay my Plot fees going forward?

LT – We are doing our best, we are only in breach if we stop trying, we cannot do nothing but our hands are tied. Resolution one allows us to offer LTO to a 3rd party, if this is passed, we can then discuss resolution 2.

Carolyn Beamson – If Squirrels are still in situ in September 2025, I may not be the only one not paying my Plot Fees. If that happens, what will you do?

SP – One option would be small claims court to obtain the outstanding plot fee money, this would have problems due to the ongoing issue of the potential breach.

A second option would be to place a charge against the property so that it cannot be sold until the debt is settled. This would lead to a loss of sale value and the property owner would want compensation.

The third option would be to restrict access to the facilities, again the Plot Owner would want compensation due to non-compliance with the Deed contract.

We do not want any of these scenarios to happen hence resolution one being raised.

Carolyn Beamson – What responsibility does the community hold for safety for the Children using the Squirrels facility? Is the maintenance being done by Squirrels? Is their insurance in place?

SP – The original lease gave Squirrels tenancy, they are currently still under these responsibilities so Squirrels are responsible for maintenance and health and safety within the Lodge. Under terms of LTO DPML will become responsible for the maintenance of the building.

Adam Lee – New to DP

Big draw of coming here was the nursery, Squirrels is a fantastic place for kids, so getting rid of the nursery is not an option as it is a community asset.

Legal action will just lead to higher fees for all.

The demographic of the park is changing so a nursery is more essential.

Communication is poor, no response to emails sent. The discontent has taken the edge off the enjoyment of DP.

Jess Kraja – Has children 9 and 12, never used Squirrels.

This is my first SGM and a great shame to be having these conversations with animosity.

As a commercial litigation lawyer, I have not come across this situation before.

Mentions of tied by legal constraints, in her professional opinion are an interpretation and are ambiguous, it is not clear if giving a lease constitutes distribution.

Huge risk commencing legal proceedings, underestimated costs. £5k for a possession order but up to £50K if contested and may be more if DPML lose.

LT – These things have been considered, different options and deals have been offered in mediation.

Jess – It is not going to end soon with this level of challenge. Not attractive to those coming to the park. It is just extending the pain. Possession proceeding will take between 12 to 18 months before a possession order may or may not be granted. If DPML lose it will go on and on.

LT – We would not be here by choice, all offers to Squirrels have been rejected.

Jess – Very one-sided point of view were given, not balanced information sent out for an SGM.

LT – Everything we have disclosed is from our point of view as no-one sent any other information to us to be sent out to Plot Owners.

JB – Significant number of those who signed to request a SGM were ex-Trustees, they should have known how to put together a resolution and get it signed by 10 people, they could have offered advice.

(No name given) – The funds of Squirrels and their earnings have not been discussed. They have improved the doors, windows etc. and spent £45K on the Lodge building. Potentially the building needs a new roof, a reasonable LTO is not what the resolution suggests. Who will fund further improvements? Would it be through an increase in fees? What is going to be done to pay for these things?

LT – DPML reserves can cover these.

JB – You the Plot Owners have instructed us and we are carrying out our legal instructions as per your votes.

PH – The proposal in resolution number two is close to where we were at with the LTO during mediation. It had been a long day, and we were within 1 hour of completing, we were going to come back to it one week later. This is a phenomenal place, and we need to keep Squirrels. If we keep going to court because you decide so, I will quit as Trustee. I am not prepared to go to court when money should be spent on this place instead.

LT – Resolution one vote to be cast on the pink slip and placed in the ballot box.

Vote results:

For = 107

Against = 63

Abstain = 74

Resolution 1 is carried and allows DPML to issue a LTO so long as DPML maintains possession of the building.

SP – Resolution two.

We now have the opportunity to make a commercial LTO offer to Squirrels, the key terms were set out in the SGM paperwork circulated to all before the meeting.

Offer to Squirrels with renounced claim to the periodic tendency, and we are hopeful for a satisfactory conclusion. The proposal is for the top room to be available for Plot Owners use and the bottom room for the Pre-school use. These are the terms being offered.

Julian Key – Private discussions between Plot Owners and Squirrels have been had, and it is known that Squirrels cannot sign this type of lease, so the only option is to vote against resolution two.

(Julian's) proposal is to pay £2K per annum, have Squirrels pay for all utilities and a profit share with DPML going forward. This is more reasonable as Squirrels cannot afford £3.5k per annum as proposed by DPML.

SP – The £3.5k per annum will be put into a fund to pay for further maintenance of the Lodge building.

LT – While £2K is a normal commercial rental value, this is a License to Occupy (LTO) agreement which will put the maintenance of the Lodge back in DPML's hands, therefore £3.5K is intended to reflect the costs for maintenance of the building.

PH – While £3.5k may be difficult for Squirrels to currently achieve with the current low numbers of children attending, over the three years of tenure they should be able to achieve this as numbers attending will increase. No reason why in year one £2K is paid and then a reasonable increase in year two moving towards £3.5K in year three. Profit share would not work as any surplus made by the Pre-school should be kept for their reserves.

We have never wanted to set a value that would shut Squirrels down, if at any time Squirrels can prove that £3.5k is unaffordable then an amendment can be made.

We must move forwards and reconcile, most Plot Owners want money to be paid by Squirrels and for Squirrels to stay on Delamere Park.

Karen Greenfield – It is good that resolution one had been passed, however resolution two is complicated.

A compromise could change the amount per annum that is being asked for.

If DP children attend, then the figure paid would be reduced so why not ask for less money anyway?

Are there Safeguarding issues to be considered? Are Squirrels happy or are there other issues that are not being discussed such as access to the building?

Lesley Sharkey – Yes Squirrels are willing to pay rent, yes they are willing to sign a LTO.

Squirrels have done much work to the Lodge, it is only the roof that is left to be fixed.

DPML are asking for a partition wall to be put up which will make the space too small and unusable.

Access to the disabled toilet will compromise the integrity of the Pre-school.

There are concerns over the safety of the Children.

Resident children as a percentage of users is questionable, it should not be measured per head but as overall hours of use over the course of a year.

There is a resolution to the situation, but it is not the one being proposed tonight.

LT – DPML have offered rent depending on the percentage of DP children attending but this was rejected by Squirrels Trustees.

We cannot modify resolution two particulars at this meeting.

Karen Greenfield – The proposed second resolution is not fit for purpose on either side.

A working party could resolve the issue internally within Delamere Park without the need for solicitors. (Karen was willing to put herself forward for this).

Would the Trustees be happy to get people together to work through this and resolve the issues?

Do we have to give Lodge access to Plot Owners when it is in use by the Children?

PH – Two of us met (a DPML Trustee and Squirrels rep) in the Lodge and we looked at all safeguarding issues if the building is being jointly used. The smaller room would end up smaller again with the partition wall. Squirrels need access to the disabled toilet at all times as determined by Ofsted.

If Squirrels need access to this toilet when the top room is in use, then safeguarding is fine as the internal door can be locked to access the toilet privately. Safeguarding is covered.

We need to find a sensible compromise, the best option may be to vote against resolution two and come back with separate individuals, not DPML Trustees or Squirrel Trustees and get them to find a sensible compromise to the solution so that we can move past this issue.

Karen Greenfield – What would happen if we voted against resolution two?

We need to have a new resolution to establish a working party with Plot Owners approval.

LT – The wording of resolution two, if it is voted against, is to continue with repossession of the Lodge building. Therefore, your choices are limited. We could withdraw motion two, but we would still be in the same position.

Karen Greenfield – We are happy to negotiate a solution with the support of other Plot Owners who have no affinity with Squirrels Pre-school.

LT – The DPML Trustees will need to hold a board meeting to discuss the next steps if we withdraw resolution two tonight, and another SGM will need to be held to agree on these next steps with Plot Owners.

Karen Greenfield – A happy outcome is what we are all after.

One thing that has become apparent is that the SGM process should be documented clearly for all Plot Owners and available from the DPML Office.

LT – The SGM process is documented in the Trust Deed for all to see. Copies should have been provided by your solicitors when you purchased your property on Delamere Park.

SP – As the person who proposed resolution two, I am happy to withdraw it so no vote is required tonight.

A DPML Trustee board meeting will be held at the earliest opportunity and a further SGM meeting will be called.

Karen Greenfield and Jess both requested a working party to be established, and both offered to help as they have relevant qualification in negotiations and law.

JB – At a basic level Plot Owners have elected the DPML Trustees to run the company in their best interests, and not in the best interests of any 3rd party organisation.

Plot Owners should not berate the Trustees for doing the job they have been asked and are required to do.

LT – You must consider the legal obligations of the DPML Trustees.

The meeting was closed.