# Minutes of the Eleventh Annual General Meeting Of

# THURNHAM OWNERS' CLUB

Held on Tuesday 12 June 2007 at 11am at The Hilton Hotel, Blackpool

#### Present:

Ian Hollins Fred Evans George Yoxall Peter Nielsen	(IH) (FE) (GY) (PIN)	Chairman Committee Member Committee Member Founder Member Representative
Kevin Haygarth	(KH)	Resort Manager
In Attendance:		
Philip Boomhead	(PB)	Legal services Director, FNTC
Simon Lee	(SL)	Accounts Dept, Sunterra Europe Ltd
Susan Crook	(SC)	Solicitor, Sunterra Europe Ltd
78 members		

IH opened the meeting and welcomed everyone present.

#### 1. Apologies for absence

Apologies were received from Mr and Mrs Buckle, Noelene Evans, Mr and Mrs Chapell, Mrs Yoxhall and Mr Bradshaw.

2. Read and confirm the minutes of the last Annual General meeting
The minutes of the last Annual General meeting, having previously been distributed were accepted as a true record of the meeting. Proposed by John Jackson, seconded by Roy Keller.

## 3. Matters arising therefrom

Mr Dickinson referred to item 10, paragraphs 5 and 7 which related to litigation that he had taken against some of the members of the committee, and statements at the 2006 AGM that the case had been thrown out. Mr Dickinson felt that the two statements contained in the paragraphs were deliberately misleading and factually inaccurate. He went on to tell the meeting that Sunterra had paid him a cheque for the amount he had claimed (albeit without any admission of liability) to prevent the court case from proceeding to trial.

Mr Dickinson then referred to item 5 of the minutes, the committee report where Mr Jackson had stated that one member of the working group had had an alternative agenda to which he had subsequently admitted. When the committee received notice of the first county court action against it by this member, it was felt that it was in the Club's best interests to halt the working party. Mr Dickinson highlighted that the subsequent contributions to this statement made by members and Mr Jackson have not been recorded in the minutes, and he requested that the minutes be amended to include the following:

1. An unidentified ordinary member stated that **Mr Jackson** was out of order making a personal attack on a fellow member.

- 2. Mr Dickinson stated to the meeting that he was the member that had been described by Mr Jackson and that this was well known by other members.
- 3. Mr Jackson claimed that the statement he made could not identify the member concerned.

Mr Dickinson felt that members had the right to know what the alternative agenda that Mr Jackson claimed he had admitted to was. Mr Dickinson requested the right to respond to the personal attack.

IH felt that it would be beneficial to ask Mr Jackson to clarify what he was referring to before a response was given by Mr Dickinson.

John Jackson told the meeting that the statement that he made had been correctly recounted by Mr Dickinson, but that he had not named Mr Dickinson when he had given his report, and as such it could not be construed as being a personal attack. He added that the comment that Mr Dickinson had admitted to having a personal agenda was from a very lengthy telephone conversation that he had had with Mr Dickinson some considerable time before, where it had been put to him that he was working to an alternative agenda. This had been admitted but was not expanded upon. This is what had been repeated in John Jackson's report at the last AGM.

IH pointed out that this was obviously a matter between the two individuals concerned, and that the AGM was probably not the right place to debate it. However as **Mr Dickinson** had asked for the right to respond, he offered the floor to him.

Mr Dickinson told the meeting that he had no recollection of the telephone conversation, but had attended a committee meeting which was part of the Constitutional review. He said that the minutes of the meeting clearly stated what his objectives were: to have a timeshare that was economical and not too expensive.

He added that it was basically wrong of **Mr Jackson** to have brought up a vague conversation in the way he did, and that he thought that it did not do the committee or **John Jackson** any credit.

Moving on to the second point of **John Jackson's** statement about halting the working party because of the claim against the committee, **Mr Dickinson** stated that the five defendants had had legal advice which he had had sight of. However the committee had ignored this advice and had gone on to suspend the working party which was not the correct thing to have done.

SC asked Mr Dickinson how he had come into possession of the apparent legal advice, pointing out that any such legal advice would have been legally privileged information. Mr Dickinson replied that every member had access to the minutes, and the only member who was excluded from the minutes was himself. Both IH and SC stated that this was incorrect. SC explained that it was a basic principal of the English legal system that any legal advice given to one of the parties in the course of legal proceedings is privileged; not just from the claimant, but from everyone. She asked again how Mr Dickinson had been given access to legally privileged documentation. Mr Dickinson refused to comment.

IH told Mr Dickinson that if he was not prepared to discuss the issue, then they could not let the conversation carry on as it appeared to be 'game playing'.

John Jackson stated that, at no time during the process of the litigation against the committee, did the committee as a committee, commission any legal advice. The legal advice that was forthcoming was either via Sunterra's solicitors, or by external solicitors commissioned by Sunterra on behalf of them and their representatives.

In summing up the issue, SC told Mr Dickinson that it appeared to her that he was endeavouring to persuade the members to draw adverse conclusions about what had gone on. SC said that the first piece of litigation had been settled without any admission of liability. She said that the second piece of litigation that he had commenced had similarly been settled (again without any admission of liability) in view of the discussions that she had had with Mr Dickinson following the 2006 AGM, during the course of which Mr Dickinson had said that the last thing that he had wanted to do was to subject the committee members to the stress of court proceedings and personal liability. SC had listened to him and had believed what he had said. However he has since submitted several enquiries with a view to ascertaining if there was insurance in place for the committee members. It was clear that his only motivation for making these enquiries was to re-issue proceedings against the committee.

SC told Mr Dickinson that he had to appreciate the number of man-hours that it was taking to respond to his enquiries, especially when he sent in letter after letter each of which were pages and pages long. first claim was received for £120 the Committee filed a defence. Committee were not prepared to admit liability and did not accept that they were in the wrong. She pointed out that if the Committee had filed a defence which they did not believe to be truthful, they would actually have been perjuring themselves in court. Having filed the defence, the Committee then had to look at the cost and merits of defending the case. To defend the case would have taken two or three weeks of her time. For a claim of £120, it simply was not worth the time and effort. Consequently, the claim was settled to bring it to a conclusion. However, even after the claim was discharged, Mr Dickinson was not prepared to discontinue the claim. Sunterra therefore had to make an application to the court for the judge to review the papers and make a decision. The judge made an order for the claim to be struck out. The reference made to the effect that the case was an abuse of process were the judge's words, not SC's.

### 4. Chairman's Report

IH told the meeting that he felt that it was important to remember why they were all there today. They had all bought into Thurnham for various reasons, but he was sure that it was not to sit through an AGM where there was a 'slanging match' between a member and the committee.

As members could see from the report, the news from the resort was very positive. **IH** went on to highlight the areas covered by his report. He said that it was very good to see so many members being able to attend.

A letter had been circulated with the AGM Notice which basically said that they needed to get the club back to what it was. They had used to enjoy the AGMs on a Sunday morning where members could talk to each other and the committee and exchange questions and stories. IH said that this was the feeling he would like to get back. He added that he felt that they had been distracted, but they were now back on course with an owners' website that has an open forum where members can speak, and also a newsletter that will be distributed with the AGM minutes. Also, all of the committee were contactable to answer any questions or for help with any issues.

A very successful 'meet the committee' was held in March, and it is hoped that they will be able to do another very soon.

IH wished to thank Pippa Wilson and Sid Jenkinson personally for the amount of time and dedication they have given to the owners' website. Also, a big thank you from everyone present went to Zorie for all her hard work and dedication over the years.

IH highlighted that the maintenance fees had been reduced that year, and they did have a small surplus in the accounts, and this was due, in no small part, to the culture installed by Kevin Haygarth and the rest of

the Sunterra management team. IH reiterated his thanks contained in the report to Kevin and all of the other people involved in making the resort the success it is.

#### 5. Finance Report

**SL** explained that, as last year, the accounts now strictly follow the calendar year (Jan-Dec), and briefly summarised the accounts contained in the Notice.

He pointed out that they had not yet gone through the repossession process for the defaulting members from 2005 and 2006, but this would commence over the following couple of months. However, the figures are not affected due to the fact that Sunterra guarantees the payment of maintenance fees in any one year.

The breakdown of the maintenance fees has been given in more detail this year, and shows the 10 new units which were fully operational for 2006. These units are not part of the club, and are owned by Sunterra, but they pick up their complete share of the costs of running Thurnham Hall.

Approximately 30% of the units at Thurnham Hall, including the new block, are owned by fixed week members, and the remaining 70% are owned by a mixture of Sunterra, Club Sunterra and TVC.

Heat and light have shown a large increase, but it is hoped that, during the course of this year, the recently announced reductions in price will begin to have a positive effect on the accounts. The main increase in the Clubhouse costs is due to the increase in the electricity charges.

Security is now done in-house, so is now a payroll cost rather than a separate line item. There is a credit showing under legal fees, and this was due to an invoice in 2005 that was charged to the Thurnham Hall accounts but should have had a proportion taken out.

Overall, there was a surplus against the budget of £66.000 which will be available for future use by the club. The total reserve fund balance is £86.000, and the sinking fund stands at £70.000. Both are held in a bank account in the name of Thurnham Hall.

The cost for the refurbishment at the resort last year did come in above budget, but Sunterra paid a one-off contribution of £55k towards it.

Mr Beveridge referred to the sinking fund contributions and said that the contribution made by Sunterra for the TOC units seemed rather out of line with the contribution of maintenance fees, and asked why there was a difference. SL said that he did not have the exact details of the calculation with him but would add a postscript to the minutes with a response.

Postscript to minutes: Further investigation following the meeting showed that the figures for Owners Sinking Fund contribution and Sunterra Sinking Fund contribution had been transposed therefore the correct contribution should read as follows:

Contribution for the year from Owners £91,335
Contributions for the year from Sunterra re TOC units £102,102

Mr Dickinson referred to the refund of £2,753 on legal fees, and stated that the club should have also had a refund on the VAT of around £480, and asked where this was shown in the accounts. SL explained that the VAT was not charged as an expense, it belonged to the Customs and Excise. Mr Dickinson disputed this saying that the owners were charged VAT on their management fee invoices which included the Baker McKenzie invoice charge, so they should be entitled to the portion of VAT back. SL said that the refund has been given back to the club, and it was up to the committee to agree if the £66.000 surplus could be used to subsidise future management fees. The management fees will be reduced which will mean that the VAT members are charged will be reduced, and this is the way that VAT works.

Mr Dickinson did not accept this explanation and asked where the refund of the VAT was shown in the accounts. He felt that they were wasting time debating it but would like to sit down with SL after the meeting to discuss it.

Barry Peel, addressed the floor. He advised that he was an accountant and confirmed that the VAT rule is 'VAT is in and VAT is out' and that SL was correct so there was no need for the conversation.

Prior to the AGM, **Mr Dickinson** said that he had been shown a breakdown of the staff costs, and he suggested that members be given the breakdown of staff costs as they explained quite a lot. At the time he viewed the figures, there was a discrepancy of £20,000 and **Mr Dickinson** asked if this had been traced.

IH explained that the committee had been given the breakdown, and could confirm that it was a genuine cost for the Regional Manager, and the reclassification of Health and Safety.

The Finance report was accepted by a show of hands from the floor.

#### 6. Resort Manager's Report

As the report had already been distributed in the Notice, **KH** briefly summarised its contents.

KH wished to record his thanks to Thurnham Hall staff Lorna and Clare for their assistance again at the AGM this year.

He said that the resort was a 'happy camp' and that it was nice to see some regular attendees at the AGM. He agreed with **IH's** statement that they had to look forward and get the club back to what it was. He added that he wouldn't have spent six years at the resort if he hadn't believed it to be one of the most prestigious and historical resorts in the country. He was very proud to be a part of it, and hoped that the members were too.

Zorica Babic, Housekeeping Manger, will be retiring at the end of the year, and **KH** wished to thank her personally for all the work and dedication that she has given to Thurnham Hall. This was seconded by all present by a round of applause.

KH thanked members for allowing him to stay for what will be his seventh year, and thanked all of the staff at Thurnham Hall.

#### 7. Founder Member Report

**PIN** explained that the report included in the Notice for the AGM was self-explanatory, and understood that the members would be interested to know what developments there were with the tender offer from Diamond Resorts.

PIN told the meeting that he was very pleased to announce that Diamond Resorts acquired Sunterra Corporation approximately 45 days ago, including all of the businesses of Sunterra Europe. Sunterra is now a privately owned company and are no longer listed on any stock exchange. The owner, Stephen Cloobeck, is one of the pioneers of timeshare in the States, and has resorts in Nevada, Las Vegas and Hawaii.

It has been a very smooth transition so far, and because it is only a recent development, any future plans are still being worked out. It is envisaged though that there will be a re-branding, meaning that the Sunterra name will be replaced in due course. Stephen Cloobeck is dedicated to growing the business in Europe, and the European operations are key strategic parts of his overall plans of becoming one of the largest timeshare companies in the world. He is extremely focussed on customer service and high quality of products, and he has indicated that he is prepared to invest in Europe to expand and enhance operations

wherever possible. As this is an acquisition, it is not foreseen that there will be any dramatic changes to on-site operations.

**PIN** told members that a sales and marketing operation will be started again, and there will be a sales presence at Thurnham Hall in the very near future. Club Sunterra Points Club will continue to be sold, but will be re-named in due course.

8. Matters arising from agenda item 4, 5, 6 and 7
Mr Dickinson asked if anyone on the top table would like to make any comments about the future of Thurnham Vacation Club. IH explained that the AGM was for Thurnham Owners' Club and not Thurnham Vacation Club, but took the opportunity to clarify the difference.

IH said that there was a lot of confusion regarding what Thurnham Vacation Club (TVC) was. He explained that there were two distinct groups of members within TVC:

- 'pure' TVC owners, who purchased a floating week in a specific time band directly from Thurnham Leisure, and who are bound by its rules and regulations.
- there is also a group of owners who purchased fixed weeks at Thurnham Hall, who are essentially members of the Thurnham Owners' Club, but who ceded their week into TVC in return for certain extra benefits. These members remain members of Thurnham Owners' Club, but their week belongs to the floating TVC. They retain all of their rights to their week with certain booking conditions, and are able to withdraw their week from TVC and revert back to being a fixed week member if they so choose.

IH told the meeting that they had put together an information help sheet to hopefully clarify the position, and it is hoped that it will be available on-line soon. Anyone who did not have access to the Internet can contact the committee for a copy.

Mr Dickinson thought that as TVC had been discussed in the committee meetings, members might be interested to hear about it. PIN pointed out that a lot of things were discussed in committee meetings, but explained that he had pledged to the committee that he would carry out a feasibility study into what they can possibly do to make the very small group of members feel more involved with the product that they purchased.

Mr Mills asked when Diamond Resorts take over, would the same Trustees automatically continue, or would the new owner have some entitlement to add to the Trustees in terms of the people who might be on that Trusteeship. PB replied that they acquire effectively what exists at the time of purchase. If they, or the committee wish to put another Trustee in place, then they are entitled to do so within the terms of the existing documents.

Joe Walker said that he was confused about the TVC situation because he had bought into it and when he received some invoices in the past it stated that he had a floating week. When he contacted Sunterra about it he was told that it had been a mistake, but he still received notifications stating that he owned a floating week. IH told him that he was not alone in his confusion as it was a product that had never been properly explained. It was sold by Thurnham Leisure Group and Sunterra have never carried on the sales with it, hence it is a very small group of members.

Mr Dickinson commented that it would be helpful to members if they got to see the committee meeting minutes as they contained lots of information on what was going on, but it was difficult to get to Citrus House to read them. He asked if the committee could address the meeting and tell them of the achievements that have been made as a committee in persuading Sunterra to change their club accounts and how the accounts are now set

up. IH told the meeting that, although it may be hard to believe, no persuasion was needed and Sunterra had offered to make the changes. He added that any member can see the minutes, but they were trying to make sure that the information is put forward in a more concise way, as most owners didn't want to sit and trawl through the pages of minutes; most of which was not really relevant. This was going to be achieved through newsletters, the website, and things like the owners' guide. Members were told to 'watch this space'.

Mr Dickinson felt that they should tell the members how secure their money now was in the ring-fenced accounts that have been set up, as it would surely be of interest to them since the fiasco of the money going missing under the Thurnham Leisure Group.

Mr Mills said that when someone like Zorica had given the level of support and devotion to her job that she had, he hoped that KH had looked into something that commemorated her service when she retires, so that staff know that they are recognised. He said that twenty years is a long time. KH replied that Sunterra do have an internal long service award scheme, and there are measures in place to remember Zorica's efforts at the resort.

A member asked what the difference was in the split between Sunterra and Diamond Resorts in terms of the number of resorts and the value of equity going into each organisation. In short, how big was Diamond Resorts in relation to Sunterra? SC told the meeting that Diamond Resorts were quite a small operation in relation to Sunterra. The resorts they have are very nice and are located in popular destinations as PIN had detailed earlier. Their member base is significantly lower than Sunterra's. SC pointed out that Stephen Cloobeck had a couple of decades of experience in the industry, and he was one of the pioneers in America. She said that his enthusiasm was overwhelming, and was a very welcome injection for Sunterra following the difficult times and changes that they had been through over the last 12 months.

Roger Haslam asked if there was a fund for Zorica's retirement to which owners could contribute, and if not will one be set up please. KH replied that he had spoken with IH that morning about it and the possibility of putting the details onto the website, but there will be a fund set up at Thurnham Hall in the near future. IH added that the details will also be included on the newsletter that will be sent to members with the Minutes of the AGM.

IH told the meeting that there were a lot of exciting things happening within Sunterra at the moment. The Sunterra of today is very different to the Sunterra that was in 2004, and it is important for the club to realise that they do have a good working relationship with Sunterra. They would obviously disagree on some items, but on the whole they were both there to make sure that Thurnham Hall meets the levels of expectation that the members have. He added that each committee member is approachable and they welcomed members to get in touch with any questions they may have.

9. Ratification of transferred and cancelled membership certificates IH pointed out that this was a new agenda item for Thurnham Hall this year. There were no cancelled membership certificates to ratify this year because no repossessions had been made. There were, however, eight transfers to ratify (which are private re-sale weeks), and this was done via a show of hands from the floor.

# 10. Submitted members' resolutions 1, 2 and 3

The wording of the resolutions were contained in the Notice sent to all members. IH explained that, as a committee, they have discussed the resolutions and they feel that every one of them is without merit, and they recommend that members vote against them.

Mr Dickinson accepted that the three resolutions as printed are flawed and it would be difficult, if not impossible to implement. He explained that his purpose in retaining the resolutions was to use it as a platform at the AGM to explain to members what has been going on.

Referring to resolution one, **Mr Dickinson** explained his reasons for submitting the resolution, namely that he was concerned that members of the committee were possibly going to have a legal liability. He asked if the two people present that it concerned were happy to stand up and say that they accepted the letter from Al Bentley as their guarantee of indemnity. **IH** told the meeting that the committee had seen copies of the insurance policy that Sunterra had in place for them, and were satisfied that the insurance was in place. The previous committee have all stated that they were happy that there were guarantees in place, and **Mr Dickinson** has been written to to confirm that the past and present committee had all seen the documents, and that they were happy and considered the matter closed. If **Mr Dickinson** feels that he has a genuine claim against the committee, then it should be of no concern to him if there is insurance in place or not.

Referring to resolution two, **John Jackson** felt that it was so ambiguous that the resolution was totally unworkable and suggested that it be withdrawn. The resolution was not specific as to the accounts it referred to. It also says that the Auditors should report back to the owners. **John Jackson** pointed out that the owners were Sunterra, and suggested that **Mr Dickinson** had meant the members.

IH explained that the resolution could not be withdrawn at this stage, but directed members to vote against it. He told the meeting that there was a firm of Auditors appointed for the year and that the accounts were independently audited.

Mr Dickinson said that he agreed with everything John Jackson had said about the second resolution. The committee had also said the same thing to him when the resolution was submitted. He said that he had asked the committee if they could revise the resolution on his behalf because the 90 day window for submitting resolutions had closed, and was told that they wouldn't.

IH told Mr Dickinson that they had refused to amend the resolution for him because they could see no merit in it. If it was something that the committee had felt that the members needed to vote on, he explained that they would certainly have revised it for him. The committee saw it as a waste of club funds having multiple auditors looking at the same accounts.

Mr Dickinson referred to the Baker McKenzie invoice that had been misposted. IH explained the chain of events that surrounded the allocation of the invoice, and subsequent investigation and agreement on a course of action to rectify the error to the meeting.

After further discussion, a member asked that the meeting be moved forward as he felt that enough time had been spent on discussing the resolutions as the explanations were contained in the Notice. This met with agreement from the floor. Members were given the opportunity to complete their ballot forms.

# 11. Election of officers

IH had submitted a resume in the Notice, and members were asked to vote using the ballot papers provided.

#### 12. Submitted members' questions

No questions had been submitted in advance.

#### 13. Any other business

Joe Walker told the meeting that he had been inundated with calls from Spain about his timeshare, and he has passed all the information he could get from the callers on to Sunterra. He showed the meeting a copy of a fact sheet from the timeshare consumers association that gives advice to owners on what to do when/if they are contacted by such companies, including the contact details of reputable resale companies. He recommended that members ask the callers to put all of their details in writing and pass it on to Sunterra.

IH explained that there was also OTE and VOICE who are there for the benefit of the members.

SC confirmed that a lot of Sunterra's members are contacted, but could not identify where the information came from. She stressed that Sunterra never sell on their members' information. SC explained that Sunterra maintain a record all of the rogue companies details and pass them on to the Trading Standards Department. Unfortunately, the companies move around so much, so it is very difficult to prosecute them, but she urged members to pass on any information they might obtain.

Mike Sneddon said that he also owned at another resort, but never got calls about that week. Referring to the fact that there are members that may need to sell their timeshare for a number of reasons, he suggested that Sunterra should have an exchange programme. He added that if Sunterra were not willing to buy back the timeshare, the purchase is devalued.

PIN replied that the resale of timeshare weeks or points is a subject that every large timeshare organisation in Europe have been trying to look at for the better part of 15 years. Sunterra have always sold its product as an investment in future holidays, not an investment in real estate. If they were to start buying back timeshare at the current real estate price, they would quickly go out of business.

Mike Sneddon explained that there was another organisation that he dealt with that ran a scheme where they actually facilitate the whole process rather than buy back the week, which ensured that the monies are exchanged in a safe manner. PIN felt that there were merits in looking into such a scheme.

Frank Marsden referred to the transferred weeks that had been ratified earlier in the meeting and asked at what level the transfers were taking place, and what the average transfer fee was so that members could know whether their ownership was valueless in terms of real estate. PIN explained that Sunterra did not know what price members were selling their weeks for as it was a private transaction. They would only receive a request to issue a new certificate in the name of the new owners. For this Sunterra charges an administration fee.

IH felt that it was important to bare in mind that timeshare should never have been bought as a financial investment. The only way to make any return on the money spent is to use the week, and use it well.

Eric Hornby said that he is now unable to use his Thurnham Hall week, but keeps paying his maintenance fees to keep the product alive. He felt that it would be wrong to simply let his membership lapse, and would like to see some arrangement set up whereby members of the club could offer their week to other members; not necessarily to make any money on it. IH explained that that the whole point of the owners' website was to try and get people talking again. There were a lot of members in the same situation.

A member said that he believed that the Thurnham Vacation Club was set up to enable members to exchange their weeks without having to go through exchange companies, and somehow it has fallen by the wayside, partly because Sunterra had not wanted to support it. PIN replied that Sunterra invests 100% of its sales and marketing into Sunterra points, and it made no financial sense to run a stand-alone club. It has been maintained in

its dormant fashion, albeit with one less resort, that was sold. He agreed that they needed to look at what they can do for the current TVC members, and he hoped that this would be within the next six months.

# Results of the voting on the submitted resolutions and election of officers

PB confirmed the results:

Resolution 1:	For - 3	Against – 59 %	Abstain - 0	Failed
Resolution 2:	For - 3	Against - 60 ½	Abstain - 1	Failed
Resolution 3:	For - 3 ½	Against - 60	Abstain - 1	Failed

The Founder Member did not cast any votes in respect of the 3 resolutions.

IH was re-elected for a term of three years.

With no other business, **IH** thanked everyone for attending and closed the meeting.

POST MEETING NOTE: THE DATE AND LOCATION OF THE 2008 AGM OF THURNHAM OWNERS CLUB WILL BE NOTIFIED TO MEMBERS IN THE 2008 MANAGEMENT FEE MAILING AND ALSO ON THE MEMBERS' WEBSITE www.thurnhamowners.co.uk

All members who wish to stand for election to the Committee or who wish to propose any resolutions need to do so within the prescribed deadlines as indicated in the constitution.

#### CONTACT DETAILS OF COMMITTEE MEMBERS

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