



## **Members' Newsletter - 1 August 2026**

### **Water Feature Matters**

#### **Faults**

If members see or hear about any visible faults (e.g. water levels appear to have dropped, jets being blocked, in-pool or path lights failing or being out and shrubs obscuring the path lights), please notify Wishtower either by telephone or by email. Details are at the end of this newsletter.

#### **Water feature faults**

There are currently some in-pool lighting faults which are non-urgent and will be dealt with shortly. There are no other known faults.

### **General Matters**

**Maintenance:** The Water Feature is attended every Friday (except public holidays) by the maintenance team appointed to carry out the work. Their activities follow a detailed maintenance schedule contained in their contract with CPMCL.

**Running times:** The hours the structure runs is dictated by the cost of energy to run the pumps, on a timetable that was agreed by the majority of those owners who attended the Extraordinary General meeting held early last year. The timetable can be found on the company's website (details at the end of this newsletter).

**Debris on the base:** The Water Feature is an open air facility, close to the outer harbour and the sea. As a consequence of hot dry weather and summer winds, it is inevitable that sand, leaves and grass cuttings, pollen, cigarette ends, sweet wrappings and other air-bound debris will get into the water and sink to the base of the structure. The water is treated with chemicals to ensure water purity and deal with any pollution, including potential algae growth.

**Vacuuming:** In 2025, the cost of vacuuming the base of the structure amounted to around £2,500 including chemicals and replacing the water lost during the process; and to ensure the filters do not return any residual debris to the water, further costs are incurred backwashing the seven filtration units.

It takes one day for each leg to be vacuumed using an industrial vacuum which has to be manhandled against strong water pressure along the base of the structure. It is not possible to use a "Rover" vacuum cleaner (should a commercial model even exist), because of the upstanding in-pool jets and lighting, cables, and because of the risk of theft of an unattended piece of equipment.

To get maximum value from the expenditure and because of the extended heatwave and accompanying air-bound debris, the June vacuuming was deferred, and it is intended to hold back the vacuuming until September. Clearly, to vacuum the feature when the climate is hot, dry and windy for a prolonged period, only to see debris reappear on the base within days, would not be cost effective.

Should any owners prefer to pay more for the Water Feature by increasing the budget to pay for additional vacuuming of the structure twice a year, the directors would be delighted to hear from them with the figure they are willing to pay, so that this idea can be incorporated in the decision-making for the 2027-28 budget.

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## **Company Matters**

### **Arrears**

Every year the property managers and CPMCL hear from property owners refusing to pay or challenging the annual service charge demand.

It is the Deed of Covenant, which every buyer signs when they purchase property on the development, which is the contract through which each property is bound to pay for the Water Feature.

The charge has to be paid even if you believe nobody explained the Deed to you, you have forgotten what it was for, you don't like what you signed, you can't see the Water Feature from your property, you signed it because you were in a hurry or were presented with a lot of papers to sign and didn't know what you signed, or that you are writing to our local MP to ask him to challenge the terms of the Deed of Covenant on your behalf.

A copy of every Deed is held by CPMCL and Stephen Rimmer LLP (the company's solicitors). Should anyone wish to see a copy of theirs, please contact CPMCL (details at the end of this newsletter).

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Owners often ask what CPMCL does when someone refuses to pay the annual demand.

The Deed of Covenant clearly states the charge must be paid within 14 days of the demand being presented. However, to conform with norms, CPMCL gives owners 30 days in which to pay the charge before sending out reminders.

Although CPMCL has absolutely no obligation to give its members the opportunity to pay the annual maintenance charge over three or four months, if approached, it will consider such an arrangement, appreciating that not everyone is able to pay £350 in one fell swoop. Many property owners took advantage of that offer and have now cleared the charge without attracting any penalty costs.

Some owners have simply ignored the invoice, the first free reminder and the third reminder which has attracted a £90 penalty. Those properties who have still not responded to this third reminder have now been referred to debt collectors and, where appropriate, referred to the lawyers to issue County Court proceedings.

Judgment against a debtor would be reflected in the property owners' credit report and affect their ability to get credit, insurance and loans. Changing a negative credit report is a lot more difficult than paying the charge when the invoice arrives or asking for help to pay it.

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## **Become a Director**

There is no "them and us" in the relationship between the company and its 369 members.

The board of directors of CPMCL have to be owners of property on the development. They are unpaid and devote their spare time to taking care of the amenity on behalf of their neighbours.

Whether one likes it or not, the Water Feature exists, the Deed of Covenant requires that the structure be managed and maintained, and that each of the 369 properties covenanted

with CPMCL have to pay an equal share of the cost of doing so. The budget is carefully curated to ensure that the annual charge covers only what is essential, contracts are reviewed annually, to ensure that the work carried out maintains the Water Feature and that the Water Feature runs as efficiently, cost-wise, as possible.

The board needs the support of its members in order to ensure the Water Feature is managed professionally. It is essential that new board members be appointed to carry on this work. If you feel you have the aptitude, time and, most importantly, are interested in joining the board and would like to know more, please contact Wishtower or CPMCL for more information.

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## Communication

CPMCL welcomes questions and comments from members. These can be directed to the company or Wishtower. Contact details are at the end of this newsletter.

CPMCL does not use social media. Instead, it uses this newsletter, email, its website and a WhatsApp Alerts group to communicate with members. To be added to any of these, email CPMCL with your property address and mobile telephone number. The company's website [www.cpmcl.co.uk](http://www.cpmcl.co.uk) is a useful resource for anyone wanting to know more about CPMCL, including the history of the Water Feature.

The Water Feature is owned by all 369 properties surrounding the Water Feature and the company manages and maintains the amenity on their behalf.



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