

# LANGDALE OWNERS CLUB COMMITTEE MEETING

Held via Video Conference Friday 12 February 2021 at 9am

Present: Mr I Hamilton (Chairman) (IH)  
Mr K Bird (KB)  
Mrs Paula Gorst (PG)  
Mr I Murray (IM)  
Mr M Coletta (MC)

In attendance Mr D Visser (DV)  
Ms S Spencer (SS)  
Mrs A Durnall (ALD)  
Gary Dixon (GD)

## MINUTES

### Part 1

**1. Apologies for absence**

Paul Symonds gave his apologies.

**2. Approval of the minutes of the meeting held on 9 December 2020.**

The minutes of the meeting held on 9 December were approved.

**3. Finance**

**a. Management Accounts**

SS outlined the position to January 2021 with £300k currently in the Reserve Fund SS believed LOC were still in a good position.

A forecast to the end of the financial year indicated a possible closing balance of £260k.

SS advised the Committee that if the second refund for weeks 1 - 17 is made at the same level as the previous 2 lockdowns there would be a shortfall of £46k.

SS explained that on COVID costs savings have been conservatively estimated for maintenance costs in Feb/Mar/April. SS has presented a worst-case scenario; however, it might be improved depending on a number of different scenarios.

KB asked for confirmation that projected reserve fund expenditure of £681k includes everything that was on the budget and SS confirmed that it does including day to day replacements.

KB queried where the cost of the replacement TVs, legionella testing and the PRamorum costs are charged, and SS confirmed that the TVs are part of the £681k while the cost for PRamorum and legionella was in property management costs.

IH commented that grants from the council are not part of the refund and should not be included in the calculation. SS reminded LOC that in Lockdown 1 LOC refunded savings but in Lockdown 2 LOC decided to continue with the maintenance programme therefore property management savings are not as great as they were in Lockdown 1. KB stated that LOC had decided to refund the part weeks 44 and 48 when there were hardly any savings for those weeks and had agreed to top up employee wages for the first month of Lockdown 1, effectively refunding more than the saving is. MC commented that the way the rates had been accounted for was correct.

IH summarised by stating that if LOC applied the same refund policy as previously the net result would be a shortfall of £46k at the end of the year.

After further discussion LOC agreed that LOC would refund all the disbursements as during the previous closures - PG agreed that LOC should be consistent. SS explained to the committee in detail the sheet showing the projected LOC Covid costs for 2021/22 – these costs are due to bio-security measures that will be needed on the estate.

It was the view that the cost of Covid is a collective cost and indeed easier to deal with as such.

IH agreed that dealing with the Covid costs collectively was easier to manage and explain. There was a discussion as to how this would be best presented. DV commented that in terms of presentation it should be made very clear for owners.

LOC agreed that the costs be apportioned by weeks and not members ie, every week takes a share.

LOC agreed that the proposed bio-security costs would be added to the management fee.

**Energy bill suspension – to owners when estate closed.**

A discussion took place with regard to gas and electricity charges as they applied to owners who were unable to occupy when the estate was closed. MC confirmed that there were no meter readings to give an accurate assessment so suggested that it might be appropriate to apply a standing charge.

LOC thanked LLL for the generous offer to absorb the non-standing charge element.

LOC agreed and accepted that the problem had occurred, Manco had mitigated that, and LOC will take the balance of the cost.

**Refund policy**

LOC agreed to proceed with the same refund policy levels as current contingent upon Manco being confident that such a policy would not result in a negative balance sheet as at 30 April 2021.

Refunds will continue on the same basis up to Week 18. After that time, the estate might be open. Those later weeks would be discussed and dealt with at the next meeting.

Action LOC 138 – now closed off.

Action LOC 139 – DV will put together an explanatory note on why Manco are refunding renters money in full **(DV)**.

b. Reserve Fund

Refurbishment budget error – MC referred to the note he had circulated and the unfortunate formula error and gave apologies for that mistake. IH stated that LOC accepted the comments made in the note and felt that LOC should now formally approve that budget. LOC approved the additional budget figure of £116,888k.

Reserve Fund budget

MC confirmed that this would be reviewed as part of the management fee apportionment review and would cover off the points that some items in Reserve Fund expenditure this period (eg, testing boilers) appear to be more operational.

c. Management Fee – Payment levels, 2020-2021 and Budget 2021-2022 proposal

SS stated that it was a very difficult year to predict. SS had as requested already circulated a proposal including Covid costs and excluding Covid costs. SS stated that in keeping the Reserve Fund at £720k which is what it was last year then it would be a flat 2% increase. A 3% increase would give a reserve fund total of £756k. IH was not minded to increase the Reserve Fund but invited others to comment. PG felt that it might be good to keep increases as low as possible in the current climate and felt this would be seen as a positive. KB agreed, keeping the Reserve Fund to the same level as the current year. He felt that there would be demands on that fund, but consideration could be given in conjunction with IM to not anticipate any major spend next winter.

IM stated that the bedroom refurb and the remainder of the balconies would be completed next year but not undertaking any major works would enable LOC and LLL to decide on future projects, prioritise and plan. He felt it was very sensible to spend the additional time carrying out a full maintenance which can sometimes be compromised when the level of refurbishment was significant. He also felt it would be good to publish any future plans to owners and IH agreed that the cycle of activity would be reduced next year.

LOC approved the management fee increase as proposed at 2%, exclusive of bio-security costs, the primary driver of the increase being the national increase in minimum wage rates. Manco will develop a communication to be sent to owners with that increase. SS will adjust invoices, if, subsequent to the budget, property rates are forgiven.

- d. Management Fee Apportionment Model Review  
This item is proceeding and would be reported on at the next LOC meeting **(MC)**.
- e. Shared Costs Review
- f. This item is proceeding and would be reported on at the next LOC meeting **(MC)**.

#### **4. Services**

- a. Performance indicators – Guest Feedback Form Format  
After a request from KB, MC proposed to work towards refining the information which would incorporate all guest feedback and KPI's **(MC)**.

With regard to quarterly reports, IH requested MC to formally table those for clarity **(MC)**.

- b. Owner Correspondence – to be taken in Part 2
- c. Employee Report  
ALD confirmed that was nothing further to report between the last report circulated to date. The next employee report will be made up to 31 March 2021 and will be circulated thereafter.
- d. Owners Data  
Nothing to report. Maximiser will need to be updated and there will be a price differential for hosting on site or in the cloud. Manco will present comparative costs on such upgrade when they have been received **(DV/ALD)**.

MC met with Wayne Newton (IS Manager) to review cyber security and LOC should be aware that the server being utilised for Maximiser could be perceived as a risk therefore this will be taken into account when making any decision regarding hosting.

IH asked for confirmation as to the identity of the LOC Data Controller (LOC Committee) and the Data Processor (LLL).

- e. Business Continuity  
Nothing to report.

## 5. Maintenance

- a. Health and Safety – Incidents and Reports

IM reported on the gas boiler incident at Lodge 72 as the only significant issue to report. Vaillant have inspected every boiler (75 in total) on site as a result of this incident and have found no further issue with any gas valves. They have picked up on a couple of minor issues which would in any event have been picked up as a maintenance issue within the maintenance period and are related to wear and tear, primarily.

All meters have been pressure tested as part of normal maintenance and Vaillant will be providing training for the Maintenance and Ops teams. Owner access to boilers will be restricted and signage has been placed on boilers appropriately. All works will have been completed prior to re-opening.

- b. Property Maintenance

IM reported that work is on-going with the whole maintenance team still on site. The programme has been accelerated taking into account half term. Nothing significant found to date.

- c. Estate Maintenance

IM reported that Andy Dawson (AD) and his team together with the sub-contractors have worked very hard and all areas affected by PRamorum have now been cleared. Re-planting has also been completed. AD and team have some work to do on injecting some remaining rhododendrons. Closure of the estate has worked to everyone's advantage to enable work to be completed quickly, with no disruption to guests and the weather as we move into spring will help the re-planting to get established.

- d. Inventory

Nothing has been added to the Inventory.

Action 124 –Site lighting still being investigated (**IM**).

Action 144 – making visible to the club the overall approach to environmental energy management across estate. DV is working on an estate-wide approach, including a net zero aspiration and a plan to become net carbon zero. It was noted that one of the biggest consumers is LOC. DV will share plans and actions as and when staff return from furlough (**DV**).

## 6. Projects

- a. Project Programme 2020-2021 Refurbishment Programme Progress

IM reported that good progress had been made across every element. The programme should be completed by 26th February. There were no significant issues with refurbishment to report on. An alternative head wallpaper for 2<sup>nd</sup> bedrooms had been found as an alternative and LOC agreed that one or two sample bedrooms would be redecorated with the alternative before a final decision was made.

IH thanked IM and the team on behalf of the committee for the progress of the programme.

- b. Panasonic Smart TV – Review findings and recommendations

IH had issued the TV review and LOC agreed with the recommendations made by IH.

IM reported that Panasonic were currently struggling to meet the delivery target date and this has been delayed due to importation challenges.

## Part 2

### 4.b Owner Correspondence

Communication from **XXXX**; LOC had taken on board all comments made and would as a result be including a covering letter with the credit notes for future reference. As soon as Manco had implemented that procedure PG would draft a response to **XXXX** and refer him to the COVID Q&A's

DV noted that previously invoices had very much been regarded as an LOC communication but agreed that a letter should go out with credit notes explaining what it is and referencing the Q&A's as well. KB offered to draft the letter to go with the credit note.

GD had spoken to an owner who paid by DD and had received a credit but hadn't received any correspondence to say that the refund would be via DD. SS confirmed that correspondence explaining this, had been sent out.

MC reported that there had been no further contact/correspondence with **XXXX**.

DV and GD had been receiving the usual communications; a huge amount of support for Langdale and also some who were not happy but this was being managed by DV and GD. There was no other specific correspondence or feedback to bring to the committee's attention.

Dog owner (**XXXX**) in CS specifically requested the policy on no dogs at Langdale timeshare units be raised at the committee meeting with a request to change that policy. The no pet rule was reviewed a discussion held and LOC decided that the policy should remain as it stands. DV will respond to the owner and refer to the minutes of the meeting (**DV**).

## 7. Committee

### a. Cancelled Members

SS had previously circulated a report with only one member to be considered for cancellation.  
**XXXX**

### b. Property re-sales

Nothing exceptional to report.

### c. Property rentals

Nothing exceptional to report.

### d. Succession Planning and Committee Support Activity

PS will continue to be invited to attend.

### e. Meetings

Meeting dates had now been fixed and agreed by all.

### f. Rules - Proposed change to accidental damage insurance recovery policy.

KB had previously circulated via email a draft received from Oglethorpes with a recommendation for discussion. Oglethorpes have confirmed that it is not possible to claim back from owners anything which is capable of being claimed under insurance. LOC agreed to include the wording to enable LOC to recover the excess if applicable but to remove the wording on the £100 monetary limit. The amendments made to the Rules would be reported on in the Committee report and/or at the AGM.

### g. Surrender Policy

MC confirmed his understanding of next steps having completed the SLA as agreed with LOC. The next step is for LOC to launch the scheme by agreeing on a communication piece.

KB asked what the situation was with regard to surrendered weeks with shares. MC explained that mechanisms for shares were discussed at the LOP board meeting and subsequently ALD had produced a matrix with the various options available for LOP to enable them to make a decision. They would like to adopt the simplest solution. MC felt that this issue need not delay the launch of the scheme.

KB stated that as roughly half the weeks had got shares attached it was highly likely that LOC would receive requests from owners of weeks with shares. IH said that LOC could still accept surrender of weeks with shares but it would mean that those shares would remain in limbo. ALD confirmed that in such circumstance, the share would still sit with the surrendering owner. After discussion, KB stated that provided the unresolved issue of the shareholding did not impede the workings of the surrender scheme in any way then the scheme could be launched. MC confirmed that LOP hoped to resolve this as quickly as possible.

KB raised the issue of requesting medical evidence and felt that a way forward was to agree some guidelines as opposed to policy so that it was not overly prescriptive. It was necessary to have something in writing to show to owners. PG felt that as the scheme was going to be fluid, it would be advisable to start with guidelines and that owners would hopefully be able to obtain something from a health professional and LOC would monitor the situation. KB offered to draft some guidelines.

h. Week Swap Service

Nothing further to report

i. Exchange Organisations Relationships

IH reminded LOC that LOC were not members of EUROCC currently. However, given the mutual benefit of being in contact with EUROCC in the early days of the pandemic, LOC should consider how LOC engages or networks with EUROCC and its other Owners Clubs.

DV reminded LOC that a number of the team were already in regular contact with Eurocc, RCI, Interval International and other staff from other timeshare resorts on a regular basis. MC felt that having had contact with Jane Gilmartin at EUROCC he felt that EUROCC were more of a networking but becoming a more powerful organisation.

j. Owner Specific Facilities

MC to be brought up to speed with some of the proposals that had previously been suggested and to be brought forward to the next meeting.

k. Management Agreement

As previously agreed, LOC would undertake a review of the Management agreement once the Surrender Scheme had been launched.

l. Insurance

ALD confirmed that the overall policy, held jointly with LLL/LOC had a business interruption claim limit of £125K. The insurance company had acknowledged that a claim was appropriate, and an assessor had been appointed and claim preparation was proceeding.

m. Policy – Covid-19 Management Fee Closure Cost saving refunds - 2nd Year impact (W12 onwards)

This had been discussed in detail under the Management Fee agenda item.

- n. Sponsorship - ALP4 - Aspiring Leaders Programme  
LOC agreed to continue to sponsor the ALP. ALD to chase up Andy Woodhead.

**8. Communication**

- a. Views  
LOC-143 - Complete via the interim Views email already circulated to owners.
- b. Owners Website  
DV updated LOC on the Owners website and explained that the team were currently migrating content as per the original plan which would then lead to testing the migration of log-ins. DV hoped that at the next meeting the website would be able to be presented for sign off.
- c. Communication to Owners  
Previously dealt with
- d. Industry Developments  
No changes to report
- e. Regulatory issues – issues of compliance, law, CMA – Legal Guidance  
ALD outlined the changes brought about by the Immigration Act with the high level of costs involved in becoming a sponsor. LLL had no plans to become a sponsor as those costs were prohibitive. Unlikely to impact LOC as all LOC staff were local to the area.

**9. Any other Business**

**IH** had asked LOP consider a joint LOC/LOP session for the next AGM and JL had confirmed that this would be considered.

**KB** ask about outstanding invoices from last year but in particular the impacts upon re-opening and what Manco's position/strategy would be. SS confirmed that those owners who had not paid and were due to return to Langdale would be contacted numerous times to ascertain whether they were intending to occupy and whether they would be paying their outstanding invoice. Otherwise, it would be a policy of no fee/no key.

XXXX

**Minutes prepared by**

**Minutes approved by**

**Anne Durnall  
Committee Secretary**

**Ian Hamilton  
Chairman**