

WHITSTABLE GOLF CLUB

MEMBERSHIP TERMS AND CONDITIONS

Introduction

These terms and conditions apply to all playing members of Whitstable Golf Club / Seasalter Golf Club Ltd (“the Club”). The Club is a members’ club and all playing members are required to be shareholders of Seasalter Golf Club Ltd. A member’s liability on any winding up of the Club is limited to their shareholding.

In addition to the following terms and conditions, members are subject to the matters and procedures set out in Club’s Articles of Association. These include; how and when to call general meetings, voting rights, the election and powers of the directors as well as disciplinary procedures. If there is any inconsistency between these terms and conditions and the articles of association, then the latter takes precedence.

Members must also abide by the Club Rules, which cover such matters as how the Club is run, the responsibilities of members regarding dress code etc. These rules are available to view on the Club’s website.

Joining Club and Share ownership

A completed application form for membership shall be countersigned by a proposer and seconder who are both existing playing members of the Club. Applications for membership will be considered by the Club Secretary/Manager who will confirm membership arrangements with the applicant and provide details of sums payable to the Club by way of subscription and share purchase. New memberships will normally begin within one week following receipt of completed membership forms and receipt of membership fees.

Each playing member over the age of eighteen is required to purchase £100 of shares on joining as a full playing member and will be issued with a share certificate as proof of share ownership. It is the member’s responsibility to return their share certificate with a written request for an ‘approved share transfer’ within three months of ceasing their membership. The transfer of shares involves reallocation / purchase of shares by existing or new members; money from any sale of returned shares, will normally be paid in advance of actual share re-allocation.

Renewing Membership

Persons who wish to join as playing members do so for the period till the end of that particular membership year, which runs from 1st April to 31st March. Membership will continue indefinitely until at least one month’s notice is received in writing prior to the next renewal date. This notice is not required if there is a change to a member’s membership category, or the membership is either suspended or terminated.

Membership Categories

Categories of membership may change from time to time and the Club may decide to cease or change categories as and when necessary. The Club will inform members of any membership category restrictions when they join, and / or when categories change or cease to be available.

Membership subscriptions and payments

The Club reserves the right to alter the annual subscription rate - this will normally occur at the renewal date. When members receive notification of either a renewal or a change in the subscription rate, they will have the option of renewing or declining their membership.

All categories of membership cover a 12-month period and should a member decide to cease their membership partway through the year, there is no right to any refund and all outstanding standing order payments remain payable.

The normal renewal date for membership is the 1st April each year. Members who fail to pay their subscriptions by the renewal date, forfeit their rights as a member of the Club until full payment has been received or a payment schedule for standing order payments has been agreed.

Existing Members The annual renewal subscription becomes due in full on 1st April each year. Members will be advised of the amount due for their membership and any other facilities e.g. locker rental, thirty days before 1st April.

As a special concession, the Club will permit existing members to pay their annual subscription and any other payments due, by ten equal monthly standing order payments. The first standing order payment should be made by 15th April – and the final payments should be made before 15th January in the following year. Existing members who do not pay their renewal subscription in full, or who have not paid their first monthly standing order payment, by 15th April, will forfeit their right to play on the course, until payment is made.

If a member opts to pay their subscription by standing order payments, all monthly payments remain due regardless of any decision by the member to resign their membership prior to the end of the membership year. N.B. all monthly standing order payments remain due, regardless of whether the course is closed for periods, due to adverse weather conditions or any other reason approved by the Board e.g. course maintenance.

Any member who has failed to pay all standing order payments owed by the end of the membership year, will not be permitted to renew their membership for the following year until all payments due for the previous year, have been paid in full.

New Members When a new full member joins they will be notified of the membership subscription due. The membership fee for new members joining more than one month after 1st April will be reduced on a pro-rata basis.

New full members may opt to pay by ten equal instalments if they choose, though standing order payments will not normally be available when the membership fee due is less than £400. Membership fees for trial membership are fixed and pro-rata reductions for such memberships commencing after 1st April are not available. Second Club memberships are payable in full on application.

New members do not have the right to play on the course until the appropriate subscription fee has been paid. If the annual subscription is to be paid by monthly standing order payments, the first of these payments must be received before play on the course is permitted.

Other charges

The Club may provide other services for the convenience of members. These include the provision of lockers and the use of trolley storage sheds. Members will have to apply for use of these facilities, as there are a restricted number available.

There will be an annual charge for the use of these facilities, which will normally be billed at the same time as the annual subscription.

In addition to membership subscriptions, all playing members are required to pay annual affiliation fees to "Kent Golf" and "England Golf"; these affiliation fees will be charged with subscription fees each year. In the event that a member belongs to another golf club as well as Whitstable, affiliation fees need only be paid once.

Membership cards

When a new member joins the club they will be issued with a membership card that can be used for purchases of drinks at the bar. Members may place money on their card using cash or credit / debit card at the bar till. Using money on the card entitles members to drink discounts that are set by the Club and which may vary from time to time at the club's discretion. Depending on your category of membership you will be entitled to a discount on bar purchases when using your membership card. The Club reserves the right to vary the amount of these discounts from time to time.

Membership cards can also be used as a swipe card for either of the clubhouse PSI (Player Score Input) machines, for signing into competitions and registering their competition scores.

Each individual member is responsible for the safekeeping of their membership card. If it is damaged, lost or stolen then the office should be notified and a replacement card may be requested. The Club encourages members to review the transactions on their cards - details of transactions and account balances and can be accessed via the HowDidIDo app and ClubV1 members Hub.

Categories of membership

There are two broad categories of membership – playing members and social members. All categories of playing membership, excluding "Trial Membership", may be renewed annually. The Club reserves the right to limit the number of members in each category and to introduce or dispense with different categories of membership as and when it deems such change as appropriate.

Members who join the club as Trial members, will not be permitted to re-join as trial members, but are automatically eligible to renew as full playing members. Trial members, who choose not to renew their membership at the end of the year, are not permitted to re-join as Trial members again, for a period of twelve months from the end of their original period of Trial membership.

Full playing membership permits full access to the course seven days a week, except for those times that are reserved for club competitions, booked society events, booked visitor green fees or when it has been decided by those approved by the Board, to close the course for maintenance or adverse weather conditions.

Suspending or cancelling membership

Membership of the Club is for 12 months. A member wishing to cancel their membership must give 30 days notice to the Club in writing before 1st April. Should a member decide to stop playing golf during the course of the year, no refund is payable, regardless of whether their subscription was paid as a single annual payment or is being paid by

instalments. In either case the member remains liable for payment of their annual subscription in full.

In exceptional circumstances, the Club may agree to suspend a member's club membership e.g. long term illness or moving home far away from the Club. In such events it will be the member's responsibility to inform the Club in writing of the particular circumstances for which they believe suspension of membership is appropriate.

In the case of long-term illness, a medical certificate will normally be required and the health condition in question must result in an inability to play golf for a period exceeding two months. For each subsequent month during which play is not possible, a proportional amount may be deducted from the member's renewal subscription due the following year, up to a maximum discount of 50%.

Example – a member submits medical evidence confirming a three month layoff from golf for health reasons, so membership for their current year is suspended for three months. There is no reduction to the annual subscription for the current year and any outstanding standing order payments remain due. However, the renewal subscription fee due for the following year will be reduced by 2 months payments.

In the case of moving away from the area, a member's new home must be more than 50 miles from the Club and the current annual membership must have a minimum of six months still to run at the time the move takes place. In such circumstances the Club may use its discretion to reduce outstanding standing order payments due, or refund fees already paid. Reductions/ refunds will be calculated pro-rata for each month following the move, at 50% of the monthly rate.

Disciplinary Procedures

The Club may expel any member who shall wilfully refuse or neglect to comply with the provisions of its Articles of Association and or the Rules of the Club. The disciplinary procedures that need to be followed to ensure an unbiased hearing and outcome are set out in the Clubs disciplinary procedure. In no circumstances shall a member expelled, suspended or disciplined under these procedures have a remedy against the Club and shall in the case of expulsion forfeit all rights and claims upon the Club and its property.

Liability

The Club does not accept liability for damage or loss to either your property or to a guest's property that may happen on the premises, which includes the car park, the trolley shed and lockers, as well as on the golf course. The exception being, where a liability arises through the Club's gross negligence or failure to take reasonable care to avoid any such losses being incurred.

The Club does not accept liability for the injury or death of any member, child or guest that may happen on the premises or grounds of the Club other than a liability that arises due to the Club's gross negligence or failure to take reasonable care.

Whilst the Club has insurance to cover personal injury to members and guests whilst on club premises and the course, this does not extend to damage and loss to property or equipment. The Club encourages all members to arrange their own insurance cover.