



WHITSTABLE & SEASALTER GOLF CLUB MEMBERSHIP TERMS AND CONDITIONS

1. Introduction

Whitstable and Seasalter Golf Club is a “Members Club” that has been incorporated as a private Company (limited by shares) under the Company name of Seasalter Golf Club Ltd. All playing Members of Whitstable and Seasalter Golf Club are required to be Shareholders of Seasalter Golf Club Ltd, and a Member’s liability on any winding up of the Company is limited to their shareholding.

These Terms and Conditions apply to all Members of Whitstable & Seasalter Golf Club/Seasalter Golf Club Ltd, and Members are additionally subject to the matters and procedures set out in:

- a. The Company’s Articles of Association, which include details of how and when to call General Meetings, voting rights and the election and powers of the Directors.
- b. The Club’s Constitution , Bye-laws and Members Code of Conduct.

2. New Club Membership

Applications for Membership will be considered by the Club’s Membership Director 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 after receipt of the Membership Subscription due.

3. Share Ownership – Rights and Responsibilities

- a. Playing Members of the Club are required to be Shareholders in the Company and purchase a minimum of £100 shares.
- b. Shareholders will not normally receive a dividend.
- c. When a person ceases to be a Member of the Club, for whatever reason including death, they (or their estate) must sell or hand-back their shares in the Company so that they are no longer a shareholder.
- d. Seasalter Golf Club Ltd is not permitted to buyback a Member’s shares.
- e. The sale of shares between Shareholders is permitted provided the person purchasing the shares is a current Club Member. A single Club Member may hold no more than £200 shares in the Company at any one time.
- f. Upon ceasing to be a Member of the Club, you are required to give notice (Transfer Notice) to the Company (marked for the attention of the Club Company Secretary) notifying us that you are no longer a Member of the Club and confirming the number of shares you hold in the Company. If you do not provide the Company with a Transfer Notice within one month of your Membership in the Club coming to an end, you are deemed to have served a Transfer Notice in respect of all shares held by you.
- g. Upon receipt of a Transfer Notice (or deemed receipt), the Company will endeavour to find an existing Member (or new Member) wishing to purchase shares.
- h. If we are unable to identify a new or existing Member wishing to purchase shares immediately, the Club Secretary will place you on a rolling list of Shareholders who want to sell their shares and we will endeavour to find a buyer as quickly as possible.
- i. When a buyer is found who wishes to buy your shares, you will be informed as soon as possible and will, upon receiving the amount due to you for your shares, be bound to sell them.

- j. It is important to note that, as soon as you cease to be a Member of the Club, you no longer have any right to receive notice of or attend or vote at a General Meeting of the Company (irrespective of whether or not you are still a Shareholder).

4. Annual Membership Renewal

New playing Members pay an initial Annual Subscription to cover the cost of their first Membership year which ends on 31st March. The Annual Subscriptions for each subsequent year of Membership are due for payment in full on the 1st of April each year. Club Membership continues indefinitely until a minimum one month's written notice of resignation prior to the next renewal date, is received by the Membership Director. This notice is not required if there is a change to a Member's Membership category, or the Membership is either suspended or terminated.

5. Membership Categories

The Club may decide to cease or change categories as and when it deems such change to be appropriate or necessary. The Club will inform Members of any Membership category restrictions when they join, and/or when categories change or cease to be available.

6. 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 their renewal and/or a change in the subscription rate, they will have the option of renewing or declining their Membership.

For all categories of Membership, there is no right to any refund, and any outstanding direct debit collections remain payable regardless of a Member choosing to resign part way through the Membership year.

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 direct debit collections has been agreed.

7. 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 prior to 1st April.

As a special concession, the Club permits new and existing Members to pay their Annual Subscription and any other amounts due, by monthly direct debit. Members opting to pay monthly must submit a completed direct debit mandate form to the Membership Director or Office Manager no less than four weeks in advance of the date when the first monthly payment is due. Monthly direct debit payments will usually be collected on or around 16th day of each month.

If a Member opts to pay their Subscription by direct debit, all monthly payments remain due regardless of any decision by the Member to resign their Membership prior to the end of the Membership year.

8. Failure to Pay Subscriptions

Existing Members who do not pay their renewal Subscription in full, or who have not paid their first instalment payment by direct debit during April, will forfeit their Membership privileges, until payment is made. Membership privileges include access to the Golf Course and Members bar price discounts.

If a Member fails to pay one or more direct debit payments as a result of cancelling their direct debit mandate or due to a lack of funds in their account, their Membership privileges will be suspended within four weeks of the date of the first missed payment unless money due is subsequently received or arrangements for payment are agreed with the Membership Director.

Members who fail to pay money owed for any 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.

N.B. All monthly direct debit payments remain due, regardless of whether the Course is closed for periods due to adverse weather conditions or for any other reason approved by the Board e.g. Course maintenance.

9. New Members

When a new 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. e.g. a Member joining on 1st May, will pay eleven/twelfths of the full Annual Subscription.

New Members may opt to pay by monthly direct debit payment instalments if they choose. Direct debit payments will not normally be available when the Membership fee due is less than £400.

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 direct debit, a completed direct debit mandate form must be received by the Membership Director or Office Manager before play on the Course is permitted.

10. 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 and Seasalter Golf Club, affiliation fees need only be paid once.

11. Membership/Bar Cards

When a new Member joins, they will be issued with a free Membership card that can be used to obtain Members discount (currently 15%) for drinks purchased at the bar. The Club reserves the right to vary the amount of discount applicable to drink purchases as and when necessary.

Members failing to present their Membership card when purchasing drinks at the bar will not be eligible for bar price discounts.

Members may add money to this card for their bar and competition accounts, using credit/debit card payments at the bar till. The use of cash to top up bar and competition accounts is not permitted.

Members are required to pay for all drinks at the time of purchase and are not permitted to overdraw on their bar and competition accounts.

Membership cards can also be used as a swipe card at either of the Clubhouse PSI (Player Score Input) machines, for signing into competitions or registering 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 cost of a replacement card is currently set at £10. Members are encouraged to review their card transactions. Details of transactions and account balances can be accessed via the ClubV1 Members Hub App.

12. Categories of Membership

There are two broad categories of Membership – Playing Members and Social Members. All categories of playing Membership, excluding “Introductory 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 to be appropriate.

Members who join the Club as Introductory Members, will not be permitted to rejoin as Introductory Members, but are automatically eligible to renew as full playing Members. Introductory Members, who choose not to renew their Membership at the end of their trial, are not permitted to rejoin as Introductory Members for a period of twelve months from the end of their original period of Introductory 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.

13. Second Club Membership

Anyone joining as a second Club Member must provide satisfactory evidence of being a current full playing Member at another Golf Club.

Members of Pay and Play Golf Clubs or similar Clubs where compulsory annual fees are less than £500, will not be eligible for Second Club Membership.

Second Club Membership will only be applicable if the Member meets the following criteria:

- Continues Membership at their first Club
- Retains a WHS handicap at their first Club as a HOME player, and identifies as an AWAY player at Whitstable and Seasalter Golf Club
- Demonstrates through their WHS scoring record, that they play the majority of their competitive golf at their first Club

A Second Club Member who ceases to meet any of the criteria listed above may be asked to immediately transfer to an alternative suitable Membership category of their choice or cease being a Member of the Club.

In any case when the criteria for Second Club Membership are not met and Second Club Membership is subsequently ceased, there will be no entitlement to a refund of any Subscription already paid or due unless the Board determines this is warranted as a result of exceptional circumstance.

14. Suspending or Cancelling Membership

Membership of the Club is for 12 months. If a Member wishes to cancel their Membership they 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, and as a result their Membership for their current year is suspended for three months. There is no reduction to the Annual Subscription for the current year and all outstanding direct debit payments remain due. However, a credit for one month's Subscription will be carried forward to reduce the total payable for the following year.

In the case of a Member moving away from the area, the 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 direct debit 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.

15. 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.

The Club has Insurance to cover various forms of liability for the Club and its Members, visitors and guests. The level of cover is limited and the Club encourages all Members to arrange their own additional Insurance cover.