

The Golf Club Secretary

BRIEFING AND PRACTICAL ADVICE FOR GOLF CLUB ADMINISTRATORS

IN THIS ISSUE

Rent Reviews
Page 185

**VAT Question on
Green Fees**
Page 186

**Redundancy,
Performance and
Disciplinary
Proceedings**
Page 187

**Catering
Facilities
and the Law**
Page 188

**Communication –
Golf Club Thefts**
Page 189

VAT Rate
Page 189

**New
Environmental
Protection
Regulations for
the Use of
Pesticides**
Page 190

**Newsletters
– Part 2**
Page 191

**On Course –
Pride and Joy**
Page 192

Rent Reviews

Charles Greville Heygate, Strutt and Parker's partner with responsibility for all UK golf property, looks at how Clubs might be able to reduce the costs of a rent review.

Most golf club secretaries dread the rent review process, often with good reason. Whether the reviews are three yearly, five yearly, seven yearly or at even longer periods, they come round all too quickly.

They can be costly, time consuming, stressful and uncertain. In addition, a bad result can cause real financial difficulties for a Club.

I handle rent reviews for landlords and tenants and therefore have experienced and understand the review process from both sides. As a chartered surveyor specialising solely in golf property, you would no doubt expect me to recommend that Clubs should seek specialist advice. I do. In my opinion this results in the best outcome for the Club. However, there are different ways to engage a specialist and if good preparation is carried out by the Club, the time spent by the specialist will be reduced and this will minimise costs to the Club.

If a Club is fortunate to have a chartered surveyor as a member, he is often asked to help. There is much that he can do to help the process which I will detail below but when a specialist acting for a landlord comes up against a non-specialist for a Club, it does create difficulties and puts the Club at a disadvantage.

The golf course rental market is particularly difficult for a number of reasons:-

1. Scarcity of good evidence. Unlike other property types, there are virtually no recent open market lettings which are the best form of evidence available. The few that have been let often have complications. For example, a Council lets a golf course at £50,000 per annum but requires the tenant to carry out improvements such as a new irrigation system, clubhouse, greenkeepers' building etc. This creates areas for argument and uncertainty.
2. Rents vary widely. For historic reasons and for no apparent reason, two similar courses can be paying very different rents.

3. There is no set comparable rate per acre for the land or rate per square foot for the clubhouse. A larger area or a larger clubhouse does not always add value.

4. Rents as a percentage of turnover or profit can be misleading, as the golf course sector is unusual in that it has a market with Clubs operating on a commercial basis for profit competing with non profit making private members' Clubs.

5. Lease terms vary. Most property types have standard leases. The terms of golf course leases vary widely so adjustments need to be made to reflect different clauses.

6. The property to be valued varies. Some rents relate solely to the value of the undeveloped land, some to the land and course and some to the land, course and clubhouse. Surprisingly, there can be confusion as to what it is that is being valued so when seeking comparables, one needs to be very careful to check this. In addition, as tenants tend to remain for a long term, improvements are carried out over many years and many leases provide for the effect on rent of some or all of these improvements to be disregarded.

With this in mind, Clubs can help themselves by carrying out a lot of preparatory work.

Prepare Early

Clubs should keep a record of when the rent review is due and take steps to prepare for this. Reviews can take six months, and not infrequently end up taking over 12 months. If the review process does not start until the review date, and the rent increases by a significant amount, the Club can be put in a difficult financial position with a requirement to pay the back rent, with interest (although this is likely to be small at the present time). If this has not been budgeted for it could create a financial problem. I do recommend that Clubs prepare a sensible budget, allowing for the worst case rent, so that subscriptions or green fees can be adjusted in advance. However, do not let the landlord's agent see this!

Find the Legal Documents

Surprisingly it can take some considerable time to find the signed copy of the lease and any variations to the lease and the previous rent review memorandum.

Check the Notice Process

Sometimes leases have a timetable which needs to be adhered to. Some leases even stipulate that if the tenant puts forward an offer and the landlord fails to respond within a stated period, that offer becomes the rent.

Identify Tenant's Improvements

These can have a significant effect on value and Clubs in general are bad at keeping records of these. Note however that it is the effect on value of the improvement which is disregarded, not the improvement. Do not therefore clutter up the schedule with planting the odd tree or putting in mounds, flower beds or even the odd bunker. The rent would not be lower if these had not been carried out.

Take Photographs

If your course is very wet and there are major problems in the winter for example and your rent review is in the summer, it is hard for a landlord's agent to fully appreciate the extent of your problem. Good photographs can really help, particularly if the review goes to arbitration.

Show You Run the Club Well

If your Club is short of members and you argue that you can't afford an increased rent, show what steps you are taking to increase membership and make the Club profitable.

Get Comparables

Golf rents are national rather than only local. However, as you probably have a good local network find out what other leased courses are paying in rent. Identify both high and low rents. One word of warning however is that many secretaries just know the rent paid, not what it relates to. If it is reviewed five yearly on an RPI basis this may not reflect the market rent. It may also exclude the clubhouse, the course, or tenant's improvements. A specialist can advise you on the best way of collating this information.

Reporting Structure

Set up a sensible reporting and decision making structure. Specialists can spend a long time dealing with committees or trying to get decisions from committees and this creates additional cost to the Club.

Other Matters

A review may be an opportunity to have a wider negotiation with the landlord. Examples may be a Club wishing to acquire its freehold, an extension to the lease, including an additional area of land or varying a clause in the lease. It may be beneficial to amalgamate these into a single negotiation.

Appoint a Specialist

Even if you have a generous landlord, I still recommend that the Club consults a specialist. A specialist can act behind the scenes to enable the Club's surveyor to conduct the negotiations but with knowledge provided by the specialist.

If things become difficult the specialist can then take over. It is however very difficult for a specialist to take over if a Club has attempted negotiations, found that they can't get agreement and then appointed a specialist.

Finally, do listen to the specialist's advice. On two occasions when acting for a landlord, the Club's agent recommended agreement. The Club decided this was too high and took the matter to arbitration. In both cases the tenant ended up paying a higher figure.

Arbitration can be a very expensive and uncertain option and one that is not to be undertaken lightly.

Good Luck!

For further information contact **Charles Greville Heygate**, email: Charles.Greville.Heygate@struttandparker.com.

VAT Question on Green Fees

The following question was recently received from a subscriber.

"Could I ask for your help and clarification on the following:

- 1 Do proprietary Clubs which pay VAT on their revenues have to pay VAT when they are hosting a Club fixture (even if this is a reciprocal agreement where their teams may have played a match for free at a local members' Club)?
- 2 Do members' Clubs have to pay VAT on visitors?
- 3 My understanding is that HMRC expects that the VAT element of a normal green fee will be paid for every guest, even if that is a Club match where the green fee is normally waived.
- 4 Does the VAT have to be paid on the normal green fee amount? I ask this because some Clubs have different green fees for different occasions, such as non members, guests of members etc. Therefore could the Club decide on a green fee for Club matches and make this 0.01p if they wanted to?"

Greg Mayne, Head of Indirect Tax at Reeves+Neylan LLP, gives his opinion on these various scenarios.

These questions highlight an interesting situation in the 'fiscal theme park' world of VAT, and the existence of some apparent anomalies and differences in treatment between members' and proprietary Clubs.

In the recent case of *Canterbury Hockey Club* the European Court confirmed that EC legislation determined that certain services closely related to sport, when supplied by non profit making organisations to 'persons' taking part in sport, are VAT Exempt. UK legislation, contained within the *VAT Act 1994*, interprets this exemption extends to supplies of sporting services by non profit making organisations (such as golf clubs) which operate a membership scheme, but that the exemption only applies to members of that Club. The implication of this is that any non-members would be charged VAT at the

standard-rate, so visitors, members' guests, visiting Clubs or anyone else not meeting the 'member' definition would be charged VAT on their playing fee.

There are two issues coming out of this, one being the distinction between the member/non-member VAT charge, the other being the difference between the VAT treatment for members' Clubs and that for proprietary Clubs. The EC VAT Directive would appear to exempt the provision of the sporting supply, and not to make a distinction about who makes the supply, nor who receives it. This has left the situation open to discussion and interpretation, and has led to claims and appeals being lodged for those organisations affected.

So to answer the questions directly as they were posed:

- 1 Yes, at the moment a proprietary Club would have to account for VAT on fees charged to visiting Clubs as a proprietary Club does not qualify for the VAT exemption under current UK legislation.
- 2 Yes, UK legislation exempts the supply of sporting services to members.
- 3 If there is a green fee charged then the appropriate amount of VAT would need to be accounted for; I am not aware of HMRC imposing a VAT charge where there is no actual charge made to guests.
- 4 In all dealings with VAT (and other taxes) the treatment must be 'fair and reasonable'. Charging 1p for a round of golf might result in a queue of people, and likely to be amongst that queue would be the friendly VAT officer who might view this as a form of 'unfair and unreasonable' tax avoidance.

For further information contact the Indirect Tax Team at **Reeves+Neylan LLP**, tel: 01227 768231, email: VATPlus@reeves-neylan.com or visit: www.vatplus.co.uk.

Redundancy, Performance and Disciplinary Proceedings

Emma Thompson, a solicitor at Thackray Williams Solicitors, offers up-to-date advice on the effects of signing a Compromise Agreement.

If you are you being made redundant, are in mid disciplinary or performance proceedings, possibly able to arrange a deal or being offered severance terms, then it is likely that you will be asked to sign a Compromise Agreement. What does this entail?

The aim of a compromise agreement is to achieve a 'clean break' between an employer and employee when a contract of employment is to be terminated or a dispute is to be resolved. Compromise agreements are used in a range of circumstances, most often in redundancy situations where

the employer is making an enhanced redundancy payment in return for a guarantee that the employee will not bring any claims against them.

What is a Compromise Agreement?

A compromise agreement is a legally binding document which sets out the terms and conditions reached when a contract of employment is to be terminated or a dispute is to be resolved. Generally a compromise agreement is signed in consideration of a payment from the employer to the employee.

What is the Effect of a Compromise Agreement?

The effect of signing a compromise agreement is that in exchange for a termination payment and any other benefits the employer agrees to give you, you will be giving up most, if not all, of your employment-related statutory and contractual rights. Once you have signed the agreement, you will in most cases not be able to bring any claims in respect of your employment or its termination. It is therefore very important that you consult a professional to consider if you have any potential claims against your employer. It is also important to determine what payments are due to you from your employer and to ensure that these are included in the compromise agreement itself rather than in any other documentation.

Does a Compromise Agreement have to be in a Specific Form?

For a compromise agreement to be valid the following conditions must be met:

- the agreement must be in writing;
- the agreement must relate to a particular complaint or proceedings;
- the employee must have received legal advice from a relevant independent adviser on the terms and effect of the proposed agreement and its effects on the employee's ability to pursue any rights before an employment tribunal;
- the adviser must have a current contract of insurance, or professional indemnity insurance, covering the risk of a claim by the employee in respect of the advice given;
- the agreement must identify the adviser; and
- the agreement must state that the conditions regulating the compromise agreement have been satisfied.

Can I Ask my Employer for More Money?

If instructed, your adviser can ask your employer to pay an increased sum in relation to the ex-gratia payment. He/she will also consider your contractual and statutory entitlements to ensure that your employer is paying the correct sums due to you. Very often, more favourable settlement terms are achieved, including increased termination payments. You should be aware however that asking for an increased sum in relation to the termination of your contract will constitute a 'counter-offer'. The effect of a counter-offer amounts to a rejection of the original offer and there is therefore a risk that your employer will withdraw the offer of a compromise agreement. The reality of the situation is that if your employer is keen to terminate your employment by

means of a compromise agreement it is more likely that it will simply not budge on the termination figures, rather than withdrawing the whole deal.

What is the Tax Position?

The current position is that it is possible, depending on the circumstances, to treat up to £30,000 of an ex-gratia/redundancy payment made under a compromise agreement as exempt from income tax if the payment comes within section 401 *Income Taxes (Earnings and Pensions) Act 2003*. Where however, part of the termination payment is in lieu of notice and or/other benefits deriving from the employment relationship (ie. any payment you receive that is contractual), that proportion of the payment is likely to be taxable.

Who Pays for my Legal Advice?

There is no legal requirement for an employer to pay your legal fees in taking advice on a compromise agreement. However, in practice employers will normally make a contribution towards some or all of your legal costs if you sign off on the Agreement. It is often possible for the adviser to negotiate an increase in the contribution so that there is no cost to you at all.

It is important that you instruct an adviser who will go beyond merely explaining the agreement and signing the adviser's certificate, but who will advise you about whether the severance terms being offered are reasonable given the value of any claims you might have against your employer and thereafter re-negotiate any unfavorable terms contained within the agreement. There are occasions where signing the proposed compromise agreement will not be in your best interests.

What if my Employer does not Pay Me?

If your employer does not comply with the terms of the compromise agreement, your remedy will be to claim breach of contract and damages in the county or high court, if you have suffered loss as a result of the breach.

Thackray Williams is a firm of solicitors which has a specialist employment team offering expert advice on all areas of employment law. For more information contact Emma Thompson, email: emma.thompson@thackraywilliams.com, tel: 020 8290 0440, fax: 020 8464 5282, or visit: www.thackraywilliams.com.

The content of this article is intended as guidance and is not an authoritative statement of the law.

Catering Facilities and the Law

Richard Norman, Managing Director of Indepth Hygiene Services Ltd offers advice on complying with legislation relating to catering facilities.

With an ever increasing number of golf clubs now providing cooked food for members and visitors, it is worth Club

secretaries and administrators reviewing whether they have in place all the necessary Health & Safety measures in the catering facilities to ensure that the considerable demands of the applicable legislation are being met. Satisfying the local Environmental Health Officer that the catering facilities are fully compliant prior to opening is an exercise that will be well known to many. Periodic inspections by the EHO should provide reassurance that the catering side of the business is being run according to the requirements of the Food Hygiene Regulations.

There is, however, one important aspect of running a golf club's catering facility which only relatively recently called for particular management attention. Until 2006, the question of approving fire safety standards and practices in buildings and premises in the UK was in the hands of the local Fire Authority. It was part of its responsibility to issue the fire certificates so essential for obtaining insurance cover. It was they who decided whether owners and managers of premises had in place all the necessary fire fighting apparatus, suppression equipment and means of escape to justify the issuance of a certificate.

In October 2006 considerable changes were brought about with the advent of the *Regulatory Reform (Fire Safety) Order 2005* – now generally known as the Fire Safety Order. This piece of legislation was essentially intended to consolidate and simplify a whole raft of existing regulations. For those not fully conversant with the legislation, I have summarised here its major requirements.

The most fundamental change was to transfer the responsibility for achieving required standards of fire safety away from the Fire Authority and onto the shoulders of those owning or managing premises. No longer do the Fire Authorities issue fire certificates. Instead Fire Officers now act as 'policemen' for the Fire Safety Order with the powers to inspect premises for compliance with the law, to demand corrective action to be taken for non compliance and, in serious instances of non compliance, to take legal action against the person responsible for the ownership or management of the premises. It is now incumbent on all those who are in control of premises to appoint a 'responsible person' to put into effect the requirements of the legislation. This is usually the person who owns the premises or manages the premises and a golf club secretary or administrator would readily match this profile. It is the primary responsibility of the 'responsible person' to prepare fire risk assessments for all the potential fire risks in the building, to describe them clearly and to state what action has been taken to eliminate or, at the very least minimise, the risks to building occupants from the danger of fire.

One area which should most certainly be included in the fire risk assessments is the catering facility and, in particular, the grease extract system which is invariably linked to the canopy over the cooking equipment. This installation takes grease laden air from the cooking site to exhaust to atmosphere. As the extracted air cools, droplets of grease are deposited on the extract's internal surfaces requiring only a flash flame or spark from the cooking to be ignited. Uncleaned extracts in hotels, Heathrow Airport and many restaurants have been the cause of major fires and provide ample evidence of how destructive and dangerous such fires can be.

At a recent seminar, a spokesman for the Fire Authorities stated, "where a building has a grease extract system, it is probably that building's greatest fire risk". There is clearly a legal requirement to have in place a cleaning regime that will ensure the elimination of any potentially fire hazardous grease deposits in the extract. In other words, to eliminate the potential hazard to building occupants as required by the legislation.

As a first step to dealing with this particular installation, a golf club secretary or administrator, as the 'responsible person', should arrange for the system to be checked for the presence of fire hazardous grease deposits. The Heating and Ventilating Contractors' Association has a panel of cleaning contractors who have a responsibility to comply with industry approved standards. These, will, for example, carry out a comprehensive survey of the grease extract system and provide an assessment of fire risk quite free of charge. It is then the responsibility of the 'responsible person' to have the system cleaned if it retains fire hazardous deposits. Following a thorough deep clean, it is the usual practice for a certificate of cleanliness to be issued which can be shown to the Fire Inspector as evidence that action has been taken to comply with the legislation and similarly to the Club's Insurers.

Incidentally, even where the catering service has been subcontracted out, the responsibility for meeting the requirements of the Fire Safety Order remain with the golf club and cannot be passed to the caterer.

One word of warning. Unfortunately, there are cleaning contractors who will claim to have cleaned the system only for inspection to show they have not. Professional cleaning should be carried out in accordance with the HVCA's 'Guide to Good Practice 'Internal Cleanliness of Ventilation Systems' TR19'. This gives guidance for the cleaning of these systems to achieve compliance and is accepted as the industry standard to which they should be cleaned. By ensuring that only a contractor is commissioned who undertakes cleaning in accordance with this standard can the golf club administrator be confident that the ventilation system will fully perform its essential function of providing safe and hygienic conditions in club premises.

*Indepth Hygiene Services Ltd is the UK's leading provider of specialist deep cleaning services to companies or organisations in the private and public sectors. For further information contact **Richard Norman**, tel: 020 8661 7888, email: ductclean@indepthhygiene.co.uk or visit: www.indepthhygiene.co.uk.*

Communication – Golf Club Thefts

Martyn Senior, Secretary/Manager at Hesketh Golf Club, looks at a potential method of reducing thefts from golf clubs.

Have you seen a silver Chrysler Voyager in your car park? The registration is MT57 TLA, MT57 TSA, W672 PSA, YE07 YTK or even HM07 RAE.

Would you believe over 40 Clubs have, from Nottingham, through Cheshire, Lancashire, Cumbria, Yorkshire and Northumberland.

The offenders arrive in a silver coloured Chrysler Voyager, people carrier, (believed stolen and on false plates), which is parked in the car park, a far distance from the club house.

Two offenders, sometimes three, enter the locker rooms dressed in golf attire having had doors opened for them or having asked members for the code to the locker room doors. The main offender is about 40 years of age, 6' 0" tall and quite stocky. He usually covers his face from CCTV cameras by use of his hands, a handkerchief or jumper. The other man is younger and slimmer. Once inside they then force several lockers by use of a screw driver type instrument and cherry pick the best clubs and bags to take. They change appearance by taking off jackets or jumpers or utilising clothing from the equipment stolen.

There are probably some of you who are now thinking, "actually we have been done by them".

The difficulty for all of us is that communication between Clubs is often very poor and or even non-existent. We suffer a theft and report it to the police, submit the insurance claim if appropriate and move on. Communication within the police force is arguably little better.

For some years now I have had a group e-mail set up which at the click of a button sends to all the local Clubs in my area, plus the local police in Merseyside and Lancashire, details and CCTV pictures of any incidents. Recent meetings in the North West of the GCMA, when the incidents were put on the agenda, revealed a surprising number of Clubs had been hit by these perpetrators and that some knew of other Clubs in their own vicinity.

The Lancashire police response has been excellent (in stark contrast to Merseyside) and they have formed a target team to try to track down these criminals. They too have suffered the communication problem in trying to identify the Clubs involved but are gradually piecing it together. I have e-mailed many secretaries throughout the North West, and also secretaries in other regions. If you know of a Club that has been hit in similar circumstances I would like to know; please e-mail me and I will pass it on to the task force. Recently a dark Ford Galaxy has been used by the same men.

I strongly believe we would all benefit by setting up group e-mails to local Clubs and police forces, where possible overlapping, so the information could be passed on quickly across the country. Better to be told twice than not at all.

Martyn Senior can be contacted at: secretary@heskethgolfclub.co.uk.

VAT Rate

The rate of VAT will revert to 17.5% from **1st January 2010**.

New Environmental Protection Regulations for the Use of Pesticides

Jon Allbutt, of the Amenity Forum, provides an update on the EU Directives concerning the use of pesticides.

Earlier this year (*The GCS, March 2009, p.117*) I wrote about the ongoing debate concerning the future use of pesticides in public amenity areas and on golf courses in particular. The progress of two Directives through the EU Parliamentary process has been slow but I can now provide an update on where we are.

The Authorisation Directive

This Directive is in its final stages and updates and replaces existing regulations that decide the basis for agreeing what pesticides will be in the Authorised List (Annex 1). A pesticide that is not in Annex 1 cannot be used to gain approval for use within a member state. The main problem here is that EU has decided to change from the existing risk based approach to a hazard based approach, thereby removing the ability to assess the risks of a pesticide to the environment. If this passes the final stages in its present form we will lose many pesticides currently approved for use in the UK. It is possible that even glyphosate may be at risk! We must wait a while longer before we can see exactly what the situation will be.

The Sustainable Use Directive

UK Government will commence the consultation process in December 2009 and this will be concluded in February 2010. Draft regulations will then be considered by the Minister and put before the House, probably in spring or early summer 2010. It has to be brought within the UK legislative framework by the end of 2011. There are a total of 15 Articles in the Directive but key issues for public amenity areas and the golf/leisure sector are:

- the National Action Plan aimed at reducing the use of pesticides and the introduction of alternative and integrated pest control systems. This is no vague concept; there has to be a verifiable plan that will be evaluated after five years.
- the proposals for ensuring all those who use, but also give advice on the use of pesticides to be competent. Do we update our existing qualifications structure and introduce into law the requirement to keep up to date by Continuous Professional Development (CPD), or re-certification after a period of years? We also need a clearer definition of 'adviser' so that it includes any person who gives advice/instruction that results in someone else applying a pesticide. This is important,

as it will then cover the important area of managers, supervisors, specifiers and others, not just salesmen.

- whether to have some form of testing and certification for small applicators (hand held and knapsacks sprayers etc.). The testing regime for large vehicle mounted sprayers has been decided. Costs of testing small sprayers are likely to be prohibitive but how can we ensure they are regularly checked and that they actually work correctly?
- We must address Articles 11 and 12 that set out proposals for the protection of water and specific areas from contamination by pesticides. Public amenity areas (including golf) are specified and we need to watch developments very carefully to ensure sensible UK regulations are brought forward to temper the rather extreme EU approach to prohibit the use of pesticides in these areas. It could be that a voluntary approach is used but our experiences of recent voluntary initiatives show amenity sites to be reluctant to adopt these approaches for responsible use of pesticides. Such a poor response may result in more stringent regulations being introduced for the amenity/golf/leisure sector.

The Water Framework Directive

Another important development that is also likely to result in restrictions on the use of pesticides is the Water Framework Directive currently in the process of implementation in the UK; these regulations are intended to be largely in place by 2015. The aim here is to reduce pollution of surface, ground based and drinking water. An important element in this legislation is the introduction of River Basin Management Plans (RBMP). A look on the Environment Agency (EA) website: www.environment-agency.gov.uk will show each RBMP and their initial report where they identify key areas of point source pollution and their proposals for prevention and control to reduce pollution in specific areas. The EA has powers to require improvements and can impose specific restrictions on an area or business where pollution has been identified. Pesticides are not the only substances that are being targeted but certain pesticides have already been identified and modern monitoring is now able to pinpoint the source of the pollution. In serious pollution cases the EA has powers to prosecute organisations and businesses both large and small.

There is no doubt that the above activities will result in there being less choice of pesticides to use to control a particular problem in the future. If a golf course has not already committed itself to an integrated approach to managing its pest and weed problems, now is the time to give this serious consideration. Most greenkeepers are very well aware of the principles of integrated pest management but find themselves without support from their golf clubs. There is no blueprint for success here but more a case of learning by experience, taking advice from qualified agronomists and ensuring that golfers are kept informed of the change of policy, so that they understand why perhaps there is the odd blemish on their putting surfaces!

For further information visit the Amenity Forum: www.amenityforum.org.uk.

Newsletters – Part 2

Having looked at the theories behind, and importance of, Club Newsletters (*see The GCS, Nov, p.181*), this article describes the key elements that will maximise impact.

1. Keep the reader and the key messages in mind at all times

What is relevant to the members? What is most important to the reader? What will enthuse the reader? What information do these people need – and what is the information that the Club needs to convey?

2. Effective management involves planning and influence

There must be a publication structure, an editorial calendar that is published to all involved, and documented guidelines regarding style and content for all contributors.

3. The Club's Newsletter must be sustainable

It is very important to be realistic about the amount of content that can be consistently produced. Filling with waffle will alienate/lose the reader. The quantity of relevant news will also dictate the publication frequency.

4. Begin with good basics and build on solid ground

The simplest of Club Newsletters needs a handful of lead stories, some shorter news items, and a message from the Captain (or Lady Captain, Secretary or all three). A more developed publication might include features, departments, columns, an editorial, a cartoon, staff news, other bits and pieces, competition and match reports, etc.

5. Deadlines are sacred

The editor will need to build in a decent lead time for all contributors in order to cater for unexpected delays... and writer's block!

6. The editor and writers need to know where the ship is going

When assigning an article, the writers need to be given clear guidelines on the scope of their topic, the length of article, how it should be handled and its deadline. Particularly if it is a one-off, perhaps a feature on the proposed clubhouse extension, the editor needs to include important sources and the key questions that the story will address.

7. Offer the contributors a byline and/or an author's note

Some members or other contributors will be far more willing and co-operative if they receive a credit and description. This is not necessarily an ego issue, but simply a question of credit where credit is due and people wanting to know that their contribution is valued.

8. Be concerned with how the Newsletter reads before considering how it looks

Attractive graphics and colourful pictures can sometimes obscure the importance or message of the content. If the article is relevant and well-written, it should be able to stand up on its own, even as plain text.

9. If the Newsletter is emailed, include relevant conventions

Whilst it should also be available from the Club's website, the footer should include 'subscribe' and 'unsubscribe' information. Archived back issues, with an annotated index, should be available on the website.

10. Good writing and editing require direction and hard work

When selecting contributors, the most obvious first choice is not necessarily the best option. Those with the greatest knowledge of a certain topic may not be those who will best report it. The text needs to be lively, to flow well, and never be dull. The editor's job it to check for clarity, consistency, conciseness, overlap, jargon, length and correctness. As mentioned earlier, the key is the readership; keeping them informed and interested must take priority over any self-indulgent or irrelevant information.

11. Open with strong items that have the broadest-possible appeal

Learn from the most successful daily newspapers; people decide within just a few seconds whether or not to read. The editor's introduction or a message from the captain should have a regular spot – either as, or immediately after, the lead item. Those items that are of more limited appeal should have a regular spot but significantly further in. Doing this will give the best chance of successfully gaining and keeping the reader's attention. Once it is established, those who are familiar with the Newsletter will know where to find what they want.

12. Learn the difference between information and a story

Information – plain facts – can come to life as a story when someone talks about it in an animated and enthusiastic manner. Rather than simply saying that such-and-such is happening, try to explain the reasons, the timescales, and the desired outcome. This is likely to be the job for the editor, but beforehand it must be agreed that the contributors – possibly with the exception of one or two of the more personal messages such as the Captain's introduction – will pass over responsibility for re-wording an article. A good editor will keep the 'voice' of the contributor whilst making sure that the reader is as fully engaged as possible.

13. The success of the Newsletter depends on plentiful and reliable sources

It is certainly worth considering an acknowledgment box that lists everyone who contributed to an issue. This will both reward those who have already helped, and just as importantly, it should encourage others to participate.

14. Always look for reader feedback

This is possibly the most vital element! Watch to see how the members scan the publication, ask what they think, print contact information for the Newsletter as a whole and for important topics that might leave people with questions. Simply talking to the members and other paid staff after each issue will gain a great deal of information. Very importantly, it will also lead to ideas for follow-up articles as well as completely new topics.

15. The test of the Newsletter is the resultant behaviour

The effectiveness of the publication will be apparent when one simple thing happens; the members stop asking about subjects that have been covered in it! In addition, when the Newsletter is really working well, members and other contributors will be keen to write for it.

The final article in this short series will look at practical production tools and techniques.

On Course

Richard Windows and Henry Bechelet, Turfgrass Agronomists, STRI

Pride and Joy

Part one of the final article in the occasional series on Disturbance Theory.

Last Up

It's interesting to reflect. The first Disturbance Theory article was 'Changing the Nature of your Greens' and it started with a bold ambition...

"Our objective is to help you understand that the nature of the environment controls the composition of the sward. With this understanding you can take better control and bring improved quality. If you can see how nature works you may become a better part of it. You need to be able to adapt. We want you to start formulating your greenkeeping strategy in terms of managing environmental pressures. We mean to get you thinking about your greens differently."

We were younger then. We don't know how successful we have been, but we gave it a go. This is the final Disturbance Theory article and it is the one where we try to draw everything together.

Picture This

Your greenkeeping plan is formed in your mind. You picture the ideal surface then form a plan to set about achieving it. The imagined ideal surface will draw from your understanding of the style of the course, the required playing qualities (the take, release and hold of the ball), the prevailing climatic conditions and the resources available. You will see what is needed and what is possible, then aim for a realistic target.

Sward species composition should be a key consideration for your ideal putting surface choice because it has a radical impact on surface playing qualities, its susceptibilities and the maintenance requirements. You shouldn't overlook the different grass types when deciding about the future development of your greens.

In the Zone

If your decision is to strive for an ideal putting surface that contains an increased proportion (or complete dominance) of the Browntop bents (*Agrostis capillaris*) and/or fine fescues (*Festuca rubra* spp.) then the Disturbance Theory is here to help.

With our articles and lectures we have tried to arm you with a simple understanding of plant growth strategies to help

you to manage the environment in favour of the desired species blend. This way of thinking will allow you to make progress without having to compromise on playing quality. Check out www.stri.co.uk for the complete set of articles. What becomes clear by following this path is the need for flexibility.

If you are going to successfully change the sward composition you will need to be able to work within the dynamic environment and try to keep it within the desired zone. This article will tell you about the journey towards the fine grasses and what you will need to do along the way.

So we Say

To favour the development of the browntop bents and fine fescues in UK golf greens you will need to master four distinct stages of greenkeeping. Each step has different objectives and they each require a particular method to succeed. Put simply, each stage must be completed before moving on to the next. We think that the failure of greenkeepers to make significant progress with the finer grasses is because the approach isn't phased in the right way. This article is about setting and maintaining your focus.

The Four Phases

We think that the four different phases of greenkeeping are:

- **Phase 1: Lay the foundations**
- **Phase 2: Manage the establishment**
- **Phase 3: Pressure the *Poa***
- **Phase 4: Prevent re-invasion**

Each phase has specific objectives and they require different tactics to complete. Take your time to complete each stage before trying to move on. You will need to be patient. Objective measures can tell of progress towards target areas.

The second and final part of this article on Disturbance Theory will appear in the January issue of The GCS.

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