



# “Old” Club Management Software

## HOW TO TURN FROWNS INTO SMILES

**Interesting discovery during the past few years while we’ve been helping clubs decide what to do about their “old” club management software (accounting, POS, reservations, etc.).**

Most often the initial conversation with the general manager or chief financial officer finds them saying something like, “We really need to get off XYZ software and onto one of the newer systems.”

The discussion then heads into a laundry list of dissatisfactions and annoyances with the legacy software, culminating with, “So what should we do?”

Used to be the answer was simple: perform a requirements assessment, create a checklist of key features and functions needed, compare and evaluate three or four newer systems, and make an informed selection.

But times have changed. The feature and performance gap between older and newer systems isn’t what is used to be. And these days many of our clients are choosing to sit pat with what they have and improve it. Here’s what they’re doing.

**1. Training, training, training.** Very few clubs purchase any user training after their software is initially installed. Five, 10 even 15 years pass and still no training. Often we find that literally no one at the club was around when the software first launched, and thus no member of the current staff has received any formal training.

Our assessments commonly reveal 75 to 100 or more “deficiencies” (as reported by the staff and identified by us) that can actually be resolved through user training. Think of that – 75 to 100 or more improvements that can be made to the software simply by getting users up to speed on how the software works.

And wouldn’t you know it, following that training users report that they’re much happier with the software! And maybe not so anxious to turn their lives, and the club’s operations, upside down by installing a whole new club-wide suite of software modules.

Of course this training isn’t just a one-time project. To be effective, all key new hires need to be thoroughly trained during the first week or so on the job, and everyone else should receive remedial training at least every other year. Good idea to put the needed dollars in the budget – and replenish them every year.

### **2. Getting proactive with vendor support.**

Almost all clubs have the notion that the software vendor should be proactively involved with their account, tracking issues as they come up, pursuing resolutions in a timely manner, and generally making sure that the club’s users are kept up-to-date and happy.

Unfortunately, that rarely happens. For the most part in the private club industry, software support is reactive. Clubs that wait for or expect the vendor to take charge are routinely disappointed. There are many reasons for this reactive situation (none of them good) but the bottom line is this: If you want your software issues to be addressed properly and timely, you have to take charge and be proactive. Here’s how to do that:

**a.** Meet with the key users in each club department and create an issues list of all items of dissatisfaction. (This list should have been started the day the system went live, but that’s water under the bridge now.) Organize the list by department and commit to keeping it current by tracking the status of each item. Add items as they occur.

**b.** Assign a single person to be responsible for keeping the issues list current and in front of the vendor. Not a committee – not each department tracking their own issues. Just one person who can own this responsibility and stay on the vendor.

**c.** Provide the issues list to the trainer(s) so they can be sure to address them when they provide the user training (see a. above).

**d.** Always assume that your vendor’s support will be reactive, that they are not keeping track of your issues, and that if you don’t review your



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# Club's Right to Make Resigning Members Continue To Pay Dues To Be Addressed at Trial

**For a number of years, many golf clubs have faced challenges in maintaining a strong and vibrant membership base.**

Without a steady stream of new members, clubs have confronted holes in operating budgets and have had to resort to contractual rights and remedies to maintain revenues.

Sometimes, governing documents will permit departing members to recoup initiation fees only upon the entry of replacement members. Arguably even more draconian, certain clubs prohibit members from resigning until new members join. In those circumstances, recalcitrant members are faced with demands from clubs that they continue to pay dues.

Such is the situation at South Carolina's Callawassie Island Club, where a South Carolina trial court in 2014 held that the club's governing documents unambiguously required members to make such payments.

However, with a recent decision, the South Carolina Court of Appeals has reversed the lower court's ruling, holding that, in fact, there is ambiguity in the documents, which must be sorted out in a full trial.

The Court noted that the 1994 governing club documents provide as follows:

*"Any member may terminate membership in the Club by delivering to the Club's Secretary written notice of termination in accordance with the By-laws. Notwithstanding termination, the member shall remain liable for any unpaid club account, membership dues and charges (including any food and beverage minimums)."*

However, the court also noted the existence of other documents, including a 1994 Plan and Bylaws, which *"provide resigned members are obligated to continue to pay dues until their memberships are reissued. Further ambiguity is found in the 2009 [governing club documents], which provide that members who have terminated their club memberships remain liable for unpaid dues until their membership is sold. The term 'unpaid' is not defined in the documents. It is unclear whether the language relating to unpaid dues refers to unpaid dues owed at the time of resignation or unpaid dues accruing before and after resignation. Thus, we find the evidence relating to the issue of whether Appellants were obligated to pay dues post-resignation, viewed in the light most favorable to Appellants, leaves a genuine issue of material fact for trial and, thus, precludes judgment for Callawassie as a matter of law."*

The court also found that a trial was warranted as to whether a resigning member's dues obligation should cease after four months, pointing to this language in the governing documents:

*"Any member whose account is delinquent for sixty (60) days from the statement date may be suspended by the Board of Directors. . . . Any member whose account is not settled within the four (4) months' period following suspension shall be expelled from the Club."*

Acknowledging that expulsion does not necessarily correlate to a voluntary resignation, the court found there to be sufficient ambiguity to warrant a trial on this issue. **BR**

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issues list with them on a regular basis few of your items will be addressed. (This is the biggest hurdle to get over since most clubs feel that it is "unfair" that the vendor doesn't take on this responsibility. "Unfair" or not, it's the common reality in the club software business.)

By getting serious about ongoing user training, creating an issues list and keeping it in front of the vendor, and accepting the reality (unfair as it may seem) that you have to take charge and be proactive, your satisfaction with the club's existing software should increase significantly.

So instead of asking, "Which new system should we be

buying?" you may find yourself saying, "Sure glad we didn't pull the trigger too soon on our old software."

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