Rules of England Golf
ENGLAND GOLF

RULES

Adopted by the Company under Article 56 of the Company’s Articles of Association (“the Articles”) and last amended on 19 April 2018.

In these Rules “the Company” means The English Golf Union Limited, whose trading name is England Golf.

These Rules are made pursuant to Article 56 of the Articles. Words which are defined in the Articles shall bear the same meaning when used in these Rules. Where there is any inconsistency between these Rules and the provisions of the Articles, the provisions of the Articles shall prevail.

1. MEMBERSHIP

1.1 Membership shall comprise:

1.1.1 Voting Members

Voting Members are entitled to receive notice of, attend and vote at general meetings and consist of the following:

(a) Member Counties – the men’s County Golf Unions, the women’s County Golf Associations, and the Unified County Golf Bodies in England, the Channel Islands and the Isle of Man;

(b) The Artisan Golfers’ Association; and

(c) The National Association of Public Golf Courses.

Voting Members that are Member Counties shall be categorised as follows:

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<th>Categorisation</th>
<th>Voting Members</th>
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<td>Men’s County Golf Unions</td>
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<td>B Voting Member</td>
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<td>C Voting Member</td>
<td>Unified County Golf Bodies</td>
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1.1.2 Non-Voting Members

Non-Voting Members are not entitled to receive notice of, attend or vote at general meetings and consist of the following:

(a) Affiliated Clubs – all golf clubs, including those with short courses, affiliated to a Voting Member.

(b) Affiliated Facility – a golf facility, which is not a golf club, affiliated in accordance with the Articles and Rules to a Voting Member or direct to the
Company and thereby also to the Member County in which it is situated;

(c) Playing Members – who, in the discretion of the Board, may be subdivided into further sub-categories, but who shall all be persons who have a contract providing playing rights at an Affiliated Club, in each case irrespective of membership category.

(d) Associate Members – consisting of:

(i) Golf Associations; and

(ii) Overseas Clubs;

(e) Honorary Life Members – such persons as the Company may wish to honour in recognition of their services to golf and/or the Company.

1.2 Admission to Membership

1.2.1 Applications for membership of the Company as a Voting Member or an Associate Member shall be sent to the Company Secretary to be referred to the Board, which has the power to admit members under Article 33.

1.2.2 Affiliated Clubs shall be Members as a consequence of their subsisting affiliation to a Voting Member, subject always to fulfilling such requirements as the Company may have from time to time, which requirements shall include compliance with the terms and conditions of affiliation to England Golf ("Affiliation Terms") and agreeing to be bound by and complying with the Articles, these Rules, and any other regulations adopted by England Golf under the Affiliation Terms, the Articles or the Rules.

1.2.3 Playing Members shall be Members as a consequence of their subsisting membership of an Affiliated Club, by which membership Playing Members shall be deemed to agree to be bound by and comply with the Affiliation Terms, the Articles, the Rules and any other regulations adopted by England Golf under the Affiliation Terms, the Articles or the Rules.

1.2.4 Affiliated Facilities shall be admitted by the Board in such manner and on such terms as the Board may from time to time determine in accordance with Article 33, subject always to fulfilling such requirements as the Company may stipulate from time to time, which requirements shall include compliance with the Affiliation Terms and agreeing to be bound by and complying with the Articles, the Rules and any other regulations adopted by England Golf under the Affiliation Terms, the Articles or the Rules.

1.2.5 Honorary Life Membership shall be by invitation of a general meeting of the Company.

1.3 Cessation of Membership

1.3.1 Voting Members and Associate Members may withdraw from membership by giving notice thereof to the Company Secretary three months or more before their re-affiliation date, otherwise the membership of such Members shall continue for the following year on the terms set out in the Articles and these Rules.
1.3.2 An Affiliated Club shall cease to be a Member if it ceases to be affiliated to a Voting Member or that Voting Member ceases to be a Voting Member or if its membership is terminated in accordance with the Affiliation Terms, the Articles or the Rules.

1.3.3 A Playing Member shall cease to be a Member if he or she ceases to be a member of an Affiliated Club or his or her Club ceases to be a Member.

1.3.4 An Affiliated Facility may withdraw from membership by giving notice thereof to the Company Secretary three months or more before its re-affiliation date, otherwise such Affiliated Facility shall be liable to pay the annual affiliation fee for the ensuing year.

1.3.5 Honorary Life Membership may be withdrawn by the Board at any time on notice to the Member.

2. **ANNUAL AFFILIATION FEE**

2.1 **Affiliated Clubs**

2.1.1 Each Affiliated Club shall pay such annual affiliation fees to the Company as decided by the Company.

2.1.2 Such annual affiliation fees shall be payable once per calendar year in respect of each Playing Member of an Affiliated Club and shall be calculated on a per capita basis for every Playing Member irrespective of membership category. There shall be two collection points for each Affiliated Club during the year. The affiliation fee collection process shall be set out in the Affiliation Terms and such other instructions and/or guidance as is provided by the Board from time to time, such documents being binding on Members as if they were part of these Rules.

2.1.3 For the avoidance of doubt, different membership fees and benefits may be payable in respect of different membership categories.

2.1.4 To facilitate the calculation of such annual affiliation fees each Affiliated Club shall complete and submit to the Company (with a copy to the Voting Member to which it is affiliated) an annual affiliation form (in such form as shall be decided by the Board) containing the information required to calculate such annual affiliation fees.

2.1.5 The Board shall be entitled to take reasonable steps to verify the affiliation fee information and each Affiliated Club agrees to comply with such reasonable steps.

2.1.6 Annual affiliation fees will normally be invoiced to Playing Members as a disbursement.

2.1.7 If a Playing Member is a member of more than one Affiliated Club the annual affiliation fee will only be payable once and collected by the Home Club for handicap purposes.

2.1.8 Failure by a Playing Member to pay such annual disbursement shall not exonerate his or her Affiliated Club from its obligation to pay the annual affiliation fee for that Playing Member.
2.2 An Associate Member shall pay such annual affiliation fee to the Company (if any) as shall be decided by the Company on a case by case basis.

2.3 Affiliated Facilities shall pay such Annual affiliation fees to the Company as shall be decided by the Board. Annual affiliation fees payable by Affiliated Facilities shall be collected by the Company on a date specified by the Board in accordance with any such affiliation fee instructions and/or guidance as is provided by the Board from time to time, each such document being binding on Members as if they were part of these Rules.

2.4 Annual affiliation fees payable by an Affiliated Club in respect of:
   (a) the Company shall be collected on behalf of the Company by the County Golf Union, County Golf Association or Unified County Body to which it is affiliated for onward transmission to the Company; and
   (b) in respect of County Unions, County Associations and Unified County Bodies shall be collected by the relevant county body to which it is affiliated; save, in each case, where such County Golf Union, County Golf Association or Unified County Body agrees with the Company that the Company shall collect the annual affiliation fees.

2.5 If an annual affiliation fee remains unpaid three months following the date upon which it became due then the membership of the Affiliated Club or Associate Member concerned shall immediately and for all purposes cease with consequential loss of Standard Scratch rating and CONGU handicaps for its Playing Members. Such Member may be reinstated by the Board on payment of all arrears.

3. RULES RELATING TO PLAYING

3.1 Amateur Status

All members shall respect the Rules of Amateur Status. Any infringement of the Rules of Amateur Status shall be referred to R&A Rules Ltd.

3.2 Handicapping

Playing Members shall have the right to be allocated a CONGU Handicap by the Company. Handicaps shall be allocated to Playing Members in accordance with the CONGU Unified Handicapping System as amended and revised from time to time.

4. COMMITTEES

The Board may establish such committees as they shall decide are necessary to assist the proper running of the Company.

5. REPRESENTATIVES TO OTHER GOLFING BODIES

5.1 The Board shall, when appropriate, nominate individuals to represent the Company’s interests in other golfing bodies. Such bodies may, without limitation, include the following:

- Council of National Golf Unions (CONGU)
- European Golf Association
- National Association of Public Golf Courses
- Greenkeeper Training Committee
- Sports Turf Research Institute
- English Schools Golf Association
- Golf Foundation
- International Golf Federation
6. COUNTY AND CLUB DELEGATES

6.1 Member Counties shall liaise with their Affiliated Clubs with a view to each Affiliated Club appointing a delegate (“Club Delegate”) to act as a point of liaison between the Member County and the Affiliated Club.

6.2 Member Counties shall organise at least two Club Delegates’ meetings per calendar year to consider matters including, but not limited to, the following:

6.2.1 providing information and an opportunity for discussion on the work of the Company and the County to the Club Delegates; and

6.2.2 providing an opportunity for Club Delegates to raise and discuss concerns of their club members on all golfing matters.

6.3 At least 14 clear days’ notice in writing shall be given of every Club Delegates’ meeting, specifying the place, the day and the hour of the meeting.

6.4 Member Counties shall report back to the Company on the outcome of their respective Club Delegates’ meetings at general meetings of the Company and such other times that may arise from time to time.

7. THE GROUPS AND REGIONS

7.1 There shall be Groups of Member Counties (Men) comprised of A and C Voting Members and Regions of Member Counties (Women) comprised of B and C Voting Members.

7.2 The objects of each Group and Region will be the following:

7.2.1 to further the interests of Amateur Golf;

7.2.2 to hold qualifying competitions for championships and competitions on behalf of the Company;

7.2.3 to organise competitions for members of Affiliated Clubs within each Group or Region;

7.2.4 to encourage and assist the Member Counties within the Group or Region and aim to enhance communications by the debate of Group/Regional matters; and

7.2.5 to discuss golfing matters as raised by the Member Counties.

7.3 The Groups of Member Counties referred to in Rule 7.1 shall be known as the Midland Golf Union Limited, the Northern Group, the South Eastern Group and the South Western Counties Golf Association. Membership of the Groups shall be as follows:

MIDLAND (10 Counties)

Cambridgeshire; Derbyshire; Leicestershire & Rutland; Lincolnshire; Northamptonshire; Nottinghamshire; Shropshire & Herefordshire; Staffordshire; Warwickshire; Worcestershire.
NORTHERN (7 Counties)
Cheshire; Cumbria; Durham; Isle of Man; Lancashire; Northumberland; Yorkshire.

SOUTH EASTERN (11 Counties)
Bedfordshire; Berkshire, Buckinghamshire & Oxfordshire; Essex; Hampshire, Isle of Wight & Channel Islands; Hertfordshire; Kent; Middlesex; Norfolk; Suffolk; Surrey; Sussex.

SOUTH WESTERN (6 Counties)
Cornwall; Devon; Dorset; Gloucestershire; Somerset; Wiltshire.

7.4 The Regions of Member Counties referred to in Rule 7.1 shall be known as the North, Midlands North, Midlands South, East, South and the South West. Membership of the Regions shall be as follows:

NORTH (6 Counties)
Cheshire; Cumbria; Durham; Lancashire; Northumberland; Yorkshire.

MIDLANDS NORTH (6 Counties)
Derbyshire; Leicestershire & Rutland; Lincolnshire; Nottinghamshire; Shropshire; Staffordshire.

MIDLANDS SOUTH (6 Counties)
Berkshire; Buckinghamshire; Northamptonshire; Oxfordshire; Warwickshire; Worcestershire & Herefordshire.

EAST (6 Counties)
Bedfordshire; Cambridgeshire & Huntingdonshire; Essex; Hertfordshire; Norfolk; Suffolk.

SOUTH (5 Counties)
Hampshire; Kent; Middlesex; Surrey; Sussex.

SOUTH WEST (6 Counties)
Cornwall; Devon; Dorset; Gloucestershire; Somerset; Wiltshire.

7.5 Each Group and Region shall appoint members to form a Group or Regional Committee in such form and with such procedures as the member county bodies shall determine from time to time. Each Group or Region may raise fees by way of an annual fee from county body members as agreed by the county bodies but neither Groups nor Regions shall have the power to levy a fee on Affiliated Clubs or other Members. There may be a grant to each Group and Region by the Company at such level as determined by the Board.

7.6 Each Group and Regional Committee shall appoint a Chairman and an administrator, if required.
8. GENERAL

8.1 Where any Rule herein is in conflict with a Rule of a Member County, Affiliated Club, Affiliated Facility or Associate Member, the Rule of the Company shall prevail.

8.2 Any new Rule or the alteration, amendment or repeal of any existing Rule shall be approved at a general meeting of the Company in accordance with Article 56.