BACKGROUND

A. England Golf is the governing body for amateur golf in England.

B. The Articles of Association and the Rules of England Golf set out the obligations of membership of England Golf and provide that England Golf may adopt other regulations by which members will be bound.

C. These Terms and Conditions are adopted in accordance with the By-Laws of England Golf and are binding on members of England Golf.

D. The By-Laws provide that Affiliated Entities shall be members of England Golf as a consequence of their subsisting affiliation to a County Body (subject always to fulfilling such requirements as England Golf may stipulate from time to time).

E. These Terms and Conditions, and in particular Part 2, set out certain of those requirements.
PART 1: DEFINITIONS AND INTERPRETATION

1. Capitalised terms in these Terms and Conditions shall have the following meanings:

1.1 **Affiliated Entity**: has the meaning given in clause 11;

1.2 **Affiliation**: official affiliation to England Golf and the applicable County Body;

1.3 **Affiliation Year**: 1\textsuperscript{st} January to 31\textsuperscript{st} December (or the accounting year of England Golf if different);

1.4 **AGA**: the Artisan Golfers Association;

1.5 **Agreement**: the Application Form, these Terms and Conditions and the By-Laws;

1.6 **Alternative Club**: has the meaning given in clause 4;

1.7 **Applicant**: the Golf Club, Short Course Club, Artisan Club or Golf Facility (as applicable) that is applying for Affiliation and that is identified in the Application Form;

1.8 **Application Form**: the application form (or such other document) by which England Golf requires the Applicant to apply for Affiliation;

1.9 **Artisan Club**: a golf club offering a reduced membership price to its members in return for such members performing a service to such golf club;

1.10 **By-Laws**: the Articles of Association of England Golf, the Rules of England Golf, and any other regulations or policies adopted by England Golf under its Articles of Association or the Rules of England Golf from time to time;

1.11 **CDH**: the 'Central Database of Handicaps', a database of handicapping information collected electronically and available for reference by England Golf, the County Bodies and Competition Committee, or such successor system adopted by England Golf;

1.12 **Competition Play Conditions**: conditions that prevail during golf competitions under the Rules of Golf;

1.13 **Competition Committee**: the committee with the responsibility of administering the playing of competitions in conjunction with the Rules of Golf and the CONGU UHS;

1.14 **Control**: means, in relation to a body corporate or other undertaking, the power of a person (natural or legal) to secure that the body corporate's or undertaking's affairs are conducted in accordance with the wishes of that person:

   a. by means of holding of shares or the possession of voting power in or in relation to that or any other body corporate or other undertaking; or

   b. by virtue of any powers conferred by the articles of association or any other document regulating that or any other body corporate or other undertaking,

and a "Change of Control" will occur if a person who Controls any body corporate or undertaking ceases to do so, or if another person acquires Control of it;
1.15 **CONGU**: the Council of National Golf Unions, an entity comprising of representatives from England Golf, Golf Union of Ireland, Irish Ladies Golf Union, Wales Golf, Scottish Golf and in whom is vested the responsibility to maintain the CONGU UHS, or such other body that England Golf designates as the entity responsible for handicapping among its members and other affiliated entities from time to time;

1.16 **CONGU UHS**: the 'Unified Handicapping System' developed by CONGU, or such other system designated by England Golf from time to time, which applies to all Members in a playing category of the Affiliated Entity (where such Affiliated Entity is a Golf Club) and is used by the Home Club of a Member to allot and adjust golf handicaps;

1.17 **County Body**: the England Golf Voting Member(s) (as defined in the By-Laws) for a specific geographical area (whether a men's county union, ladies' county association, unified county body or otherwise);

1.18 **County Rules and Regulations**: any rules of a County Body including its constitution;

1.19 **England Golf** The English Golf Union Limited (trading as 'England Golf'), a company incorporated in England and Wales under registration number 05564018, whose registered address is National Golf Centre, The Broadway, Woodhall Spa, Lincolnshire, LN10 6PU;

1.20 **England Golf Designated Representative**: a person or persons selected by England Golf to carry out any duties relevant to the requirements of Affiliation;

1.21 **Fees**: (a) in the case of Golf Clubs and Short Course Clubs, an annual charge upon Members payable to England Golf and the respective County Body and which applies to all categories of Members at the applicable Golf Club/Short Course Club; and (b) in the case of Golf Facilities, the annual Affiliation fee payable to England Golf, in each case payable in accordance with the instructions and/or guidance issued by England Golf from time to time, (which instructions and/or guidance shall have the same effect as if incorporated into these Terms and Conditions and which shall be binding on the Affiliated Entity).

1.22 **Golf Club**: a golf club that has a course with a total length that is greater than 3,000 yards (in the case of 18 hole courses) or 1,500 yards (in the case of 9 hole courses) and that is currently eligible to be rated for a Standard Scratch Score;

1.23 **Golf Facility**: a driving range, pitch and putt golf course, adventure/crazy golf facility, indoor golf simulator or other similar facility that is not attached to or otherwise under the authority of a Golf Club or Short Course Club;

1.24 **Handicapping Committee**: a committee with the responsibility of administrating the CONGU UHS. It is a requirement of the CONGU UHS that the administration of CONGU UHS rests with a committee of a minimum of 3 persons with the majority being Members elected at an annual general meeting;

1.25 **Home Club**: in respect of Golf Clubs only, a player's Home Club is the golf club affiliated to England Golf of which the player is a Member. If a player is a Member of more than one golf club affiliated to England Golf he shall nominate one as his
Home Club. A player's Home Club has responsibility for the handicapping of that player and is subject to the applicable County Body;

1.26 **Key Documents**: an Applicant's or Affiliated Entity's constitutional/governing documents, such as its constitution and/or articles of association;

1.27 **Member**: a person who has a contract providing playing rights at an Affiliated Entity that is a Golf Club or Short Course Club, in each case irrespective of membership category. Under this definition, a 'Member' is not necessarily a member as defined by the constitution or rules of his Golf Club/Short Course Club;

1.28 **Regional Group**: a body that represents County Bodies within its agreed geographical boundaries;

1.29 **Rules of Amateur Status**: the rules governing amateur status from time to time laid down by The R&A;

1.30 **Rules of Golf**: the rules for the sport of golf from time to time laid down by The R&A;

1.31 **Short Course Club**: a golf club that has a golf course in England that has a maximum total course length of 3,000 yards (in the case of 18 hole courses) or 1,500 yards (in the case of 9 hole courses) and that is not currently eligible to be rated for a Standard Scratch Score;

1.32 **SSS**: a 'Standard Scratch Score', the score allocated to a 9 hole golf course or an 18 hole golf course in accordance with the requirements of the CONGU UHS and the course rating system as adopted by England Golf;

1.33 **Subscription Year**: the renewal date in any year as notified to England Golf by the Affiliated Entity as being the date set by the Affiliated Entity for collection of subscriptions;

1.34 **Supplementary Scores**: an alternative format to competition play whereby players can submit scores for handicap purposes, providing evidence of playing ability under handicap conditions for a wider range of players;

1.35 **Terms and Conditions**: these terms and conditions; and

1.36 **The R&A**: R&A Rules Limited (company number SC247046) (or its successor body or bodies) which has the recognised authority for making, interpreting and giving decisions on the Rules of Golf and on the Rules of Amateur Status as they apply to the Affiliated Entity.
2. In these Terms and Conditions (save where the context requires otherwise):

2.1 the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa;

2.2 references to persons includes bodies corporate, unincorporated associations, partnerships and individuals;

2.3 any reference to a clause shall be a reference to a clause of these Terms and Conditions unless expressly stated otherwise;

2.4 headings are for the purposes of convenience only and do not form part of and will not affect the construction of these Terms and Conditions;

2.5 references to any statutory provisions or regulations will be deemed to include any amendment, replacement or re-enactment for the time being in force;

2.6 any phrase introduced by the terms "including", "include", "for example" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and

2.7 any reference to a "day" shall be construed as a reference to a calendar day unless expressly stated otherwise.

PART 2 MANDATORY CONDITIONS OF AFFILIATION

3. Membership and Playing Facilities

In respect of Golf Clubs and Short Course Clubs only, the minimum number of Members of the Golf Club/Short Course Club shall be twenty five (25).

4. Playing Facilities

In respect of Golf Clubs only, if the Golf Club does not have control of a course it must nominate an alternative golf club affiliated to England Golf (an “Alternative Club”) and have an agreement with the person or body controlling such Alternative Club to make reasonable playing facilities available each week and containing adequate arrangements for: (a) all Members of the Golf Club to play a minimum of three (to maintain a competitive handicap & qualify members to annual review) qualifying competitions per annum; and (b) the facility to submit Supplementary Scores as required under Clause 21 of the CONGU UHS. As a guide England Golf recommends that “reasonable playing facilities” should equate to at least three full days per week. England Golf Designated Representatives may monitor such arrangements.

5. Key Documents

5.1 Each Applicant’s Key Documents must contain the following mandatory clauses:

a the Applicant agrees to recognise The R&A as the body responsible for the Rules of Golf and Amateur Status and shall abide by the Rules of Golf and any changes as laid down from time to time by The R&A;

b the Applicant agrees to comply with (1) the By-Laws, as defined above, and which, for the avoidance of doubt, shall include the England Golf Rules, any
policies, including an equality policy, and any Regulations, including
disciplinary, safeguarding, and anti-doping regulations; and (2) the County
Rules and Regulations of its chosen County Body. In each case this shall be
as laid down and amended and notified to the Applicant from time to time;
c the Applicant shall pay all Fees in full and by their due date;

d In respect of Golf Clubs only:

(i) the Golf Club agrees to comply with the CONGU UHS and any
conditions / discretions imposed within the system by England Golf; and

(ii) the Members shall appoint a ‘Competition and Handicapping
Committee’ as required under the Rules of Golf and CONGU UHS
which shall have complete control of competition and handicapping
matters at the Golf Club.

5.2 Any proposed change to the Applicant's Key Documents that affects the above
mandatory clauses must be notified to England Golf, who will have to approve the
proposed change in writing before such change take effect.

5.3 In the event that an Affiliated Entity fails to have the mandatory clauses in the
Applicant’s Key Documents and/or removes any or all of the mandatory clauses
and/or fails to seek England Golf approval in accordance with clause 5.2, England
Golf reserves the right to expel the Affiliated Entity in accordance with the By-
Laws.

6. Courtesy of Course

In respect of Golf Clubs only, the Applicant's golf course/facilities and part of its
clubhouse should be made available to the County Body at reasonable intervals in
accordance with the County Rules and Regulations of the relevant County Body.
Where the Golf Club does not own or control its course, the provision of the golf
course should be agreed in writing with the Alternative Club prior to Affiliation.

7. Handicapping Records

In respect of Golf Clubs only, records must be available for inspection (under the
terms of clauses 3.6 and 6.11/6.12 of the CONGU UHS) at reasonable notice.

PART 3. THE AFFILIATION PROCESS

8. Key Documents Review

England Golf reserves the right to require an Applicant to submit their Key
Documents for review by England Golf to (among other things) ensure that they
comply with clause 5. Upon notification of any errors or omissions, and before
Affiliation is complete, the Applicant must correct any such errors or omissions
within a timeframe stipulated by England Golf. Where copies of the Key Documents
have already been published for use by the Applicant's members, any such errors
or omissions shall be notified to the members by an addendum in the first instance and permanently included in any subsequent publication of the constitution.

9. The Course/Facility

9.1 On receiving an Application Form, an England Golf Designated Representative may carry out a full inspection of the Applicant's course and/or facilities (as applicable). Such person(s) shall ensure that the course meets the standards required by England Golf (including, in respect of Golf Courses that the provisions of clause 9.2 have been and will be complied with).

9.2 In relation to Golf Clubs only, it is a pre-condition of Affiliation that:

a. the Golf Club's course meets the Competition Play Conditions;

b. if the Golf Club uses the course of an Alternative Club, in accordance with clause 4, such Alternative Club's course must be measured, registered with England Golf and approved for a SSS; and

c. if the Golf Club has its own course(s), the course(s) must be measured in accordance with the requirements laid down in clause 11 of The CONGU UHS (Effective 1st January 2012), and a certificate of such measurements must be submitted to England Golf. Where a course has more than one tee for any hole(s), which are to be utilised in the make-up of a measured course for handicapping purposes, the measurement must be taken from each tee and recorded. All resulting measured courses (no limit on the number) must be registered with England Golf and applications for an SSS should be identified individually in the Application Form. All applications for approval of a SSS can be submitted in a single Application Form.

10. Fees

10.1 The Applicant must agree to pay all Fees for the current Affiliation Year to: (a) England Golf in respect of Short Course Clubs and Golf Facilities; (b) the relevant County Body in respect of Golf Clubs; and (c) as set out in clause 10.4 in respect of Artisan Clubs, or as otherwise directed. For the avoidance of doubt, such payment shall include both the England Golf and the relevant County Body fee.

10.2 In respect of Golf Clubs and Short Course Clubs only, England Golf may, in specific cases, apply its own discretionary jurisdiction if it considers that the Fees in respect of a Golf Club's or Short Course Club's proposed Affiliation would be disproportionate to the duration of the financial year in which they fall due and may:

a. waive payments in full or in part for the duration of that year; or

b. levy payments in full or in part for the duration of that year but allow any Fees paid to be offset against Fees due for the next year.

10.3 In respect of Golf Clubs and Short Course Clubs, where a Golf Club or Short Course Club uses some or all of the same facilities and/or course as, and is associated with, under the Control of, or otherwise connected to a golf course that enters into contracts granting playing rights at such course to persons who are not also Members of the relevant Golf Club or Short Course Club (each such person being
an "Other Player"), England Golf and the relevant County Body reserve the right, in their sole discretion, to:

a. (both in respect of the first year's Fees and thereafter) charge Fees to the Golf Club or Short Course Club in respect of: (i) each Member of the relevant Golf Club or Short Course Club; and (ii) each Other Player of the relevant golf course; or

b. require that the relevant golf course becomes an Affiliated Entity and pays Fees in respect of each of its Members (each Other Player having become a Member once the relevant golf course becomes an Affiliated Entity), and, for the avoidance of doubt, any refusal of an Applicant or Affiliated Entity to comply with this clause 10.3 shall entitle England Golf to refuse the Applicant's application for Affiliation or terminate the Affiliated Entity's Affiliation (as applicable).

10.4 In respect of Artisan Clubs, the AGA shall collect England Golf's fees and their own fees and the Artisan Clubs shall pay the county fees direct to the relevant County Body.

PART 4. GRANTING OF AFFILIATION

PLEASE NOTE: A contract is formed between England Golf and the Affiliated Entity once England Golf has issued written confirmation that the Applicant has become an Affiliated Entity in accordance with clause 11.

11. Affiliation

11.1 When England Golf is satisfied, in its sole discretion, that Parts 2 and 3 of these Terms and Conditions have been complied with, it shall provide written confirmation to the Applicant that its application for Affiliation has been successful, at which point the Applicant will become an "Affiliated Entity" and:

a. A contract is formed between England Golf and the Affiliated Entity and the Affiliated Entity shall become bound by the By-Laws, and shall continue to be so bound unless and until it ceases its affiliation.

b. England Golf will notify the Affiliated Entity of support provided by England Golf, relevant passwords required to access web-based systems and any items which it considers relevant or suitable;

c. England Golf will send to the Affiliated Entity the appropriate links to access the By-Laws (with which, for the avoidance of doubt, the Affiliated Entity must comply at all times);

d. the County Body and the relevant Regional Group will be immediately notified of the Affiliation;

e. England Golf and the relevant County Body will be the national and area authorities responsible for giving guidance to the Affiliated Entity on matters concerning the Rules of Golf and the Rules of Amateur Status;

f. the County Body will provide the Affiliated Entity with a copy of its County Rules and Regulations and, where applicable, with those of the appropriate Regional Group;
g. where applicable the Affiliated Entity shall be invited to name its representative(s) on the council and/or committee(s) of the County Body; and

h. in respect of Golf Clubs only:

(i) assistance will be provided by England Golf and the County Body, if required, on the establishment of the Affiliated Entity's handicapping system within the provisions of the CONGU UHS;

(ii) the County Body will send to the Affiliated Entity details of all County Body events and any other appropriate support information; and

(iii) the County Body is available to give the Affiliated Entity advice on other matters, either directly or by suggesting alternative sources of information.

PART 5. AFTER AFFILIATION HAS BEEN GRANTED

12. Course/Facility Condition, Length and Membership Numbers

12.1 In respect of Golf Clubs only:

a. any alterations to the measured length of an Affiliated Entity's course must be notified to England Golf;

b. if such alteration results in the standard length of the course being altered, to the extent that the total yardage increases or decreases outside of the band within which the original SSS was calculated and thereby requires the allocation of a new SSS, notification must be given to England Golf;

c. applications for such alteration to the SSS must be submitted to England Golf for approval and, where the length of the course changes such that the course no longer qualifies for a SSS, England Golf may either revoke the Affiliated Entity's Affiliation or transfer the Affiliated Entity's Affiliation into the appropriate category (on terms to be agreed between the Affiliated Entity and England Golf);

d. the Affiliated Entity must have connection to the CDH in order that handicaps can be interrogated by the various stakeholders; and

e. should the Affiliated Entity's number of Members fall below 25, England Golf may terminate the Affiliated Entity's Affiliation immediately on written notice.

12.2 In respect of Short Course Clubs only:

a. any alterations to the measured length of an Affiliated Entity's course must be notified to England Golf;

b. if the alteration results in the standard length of the Affiliated Entity's course being altered to the extent that the total yardage increases such that the Affiliated Entity's course is too long to permit the Short Course Club to be considered a Short Course Club (i.e. once altered it is longer than 3,000
yards (in respect of an 18 hole course) or 1,500 yards (in respect of a 9 hole course), England Golf may either revoke the Affiliated Entity's Affiliation or transfer the Affiliated Entity's Affiliation into the appropriate category (on terms to be agreed between the Affiliated Entity and England Golf); and

c. should the Affiliated Entity’s number of Members fall below 25, England Golf may terminate the Affiliated Entity’s Affiliation immediately on written notice.

12.3 In respect of Golf Facilities only:

a. any material alterations to the Affiliated Entity's facility must be notified to England Golf; and

b. if the alterations are such that the Affiliated Entity no longer satisfies England Golf's requirements for Affiliation, England Golf may terminate the Affiliated Entity's Affiliation immediately on written notice.

13. Ancillary Conditions

The Affiliated Entity must exercise control over any outside body using its course(s)/facilities (as applicable), particularly in respect of the Rules of Golf, CONGU UHS and Rules of Amateur Status.

14. Fees and Continued Affiliation

14.1 The Affiliated Entity must continue to pay the Fees in accordance with the instructions and/or guidance issued by England Golf from time to time (and for the avoidance of doubt clause 10.3 shall continue to apply following the granting of Affiliation to an Applicant, i.e. once an Applicant becomes an Affiliated Entity).

14.2 Where relevant, the Affiliated Entity must provide Membership numbers to England Golf: (a) within two months of the start of its subscription year; and (b) following a request from England Golf (which shall occur eight months after the start of its subscription year).

14.3 Where the Affiliated Entity is a Golf Club or Short Course Club, the Affiliated Entity shall complete an annual affiliation form ("Affiliation Form", which shall be provided in a form prescribed by England Golf) within two months of commencement of its Subscription Year (or such other date required by England Golf). Such Affiliation Form may include confirmation that the Affiliated Entity is bound by the By-Laws and the relevant County Rules and Regulations, but, for the avoidance of doubt, Affiliated Entities will be deemed to continue to be so bound unless and until they cease to be an Affiliated Entity in accordance with the By-Laws and/or these Terms and Conditions.

15. Handicapping Records

Any Affiliated Entity that is a Golf Course must comply with such handicapping record keeping requirements as are stipulated by England Golf from time to time.

16. County of Affiliation and Transfer of Affiliation

16.1 The criteria for determining which County Body an Affiliated Entity should affiliate to will be based on the location of the Affiliated Entity and within which traditional
16.2 If an Affiliated Entity wishes to relinquish its original Affiliation and transfer to another County Body, the following process must be followed:

a. the Affiliated Entity must notify its current County Body of their request in writing and include their reasons for initiating the request and send copies of the correspondence to the County Secretary of the new County Body and to the Chief Executive Officer (CEO) of England Golf;

b. the new County Body concerned will consider the request and notify the Affiliated Entity of their decision independently;

c. in the circumstances that each County Body involved accepts the transfer they shall respectively notify England Golf and the relevant Regional Group secretary;

d. England Golf will notify those who are identified by them as having an interest in the outcome and adjust its records accordingly; and

e. each County Body will notify those who are identified as having an interest in the outcome and adjust their records accordingly.

16.3 If either of the County Bodies disputes the proposed transfer England Golf has established an 'Affiliation Dispute and Arbitration Procedure' through which the dispute can be heard and a decision determined. An application to invoke the Affiliation Dispute and Arbitration Procedure can be submitted by any of the parties concerned. Details of the Affiliation Dispute and Arbitration Procedure are available in hard copy from England Golf or by download from the England Golf website at www.englandgolf.org.

17. Change of Control

17.1 Any Change of Control of the Affiliated Entity must be notified immediately to England Golf and the relevant County Body.

17.2 England Golf may, following notification of a Change of Control of an Affiliated Entity, terminate that Affiliated Entity's Affiliation unless it is satisfied that the Affiliated Entity will remain fully compliant with the Agreement (including that the Affiliated Entity's constitution is to remain unchanged or, if changed, will still comply with all the requirements laid down in the Agreement).

18. Course Closing

In relation to Golf Clubs only, in the event that a golf course becomes no longer available to the Affiliated Entity, England Golf and the relevant County Body shall be informed by the Affiliated Club and the provisions regarding the retention of the
CONGU handicaps of the Members of the Affiliated Entity and the rules of CONGU shall apply.

PART 6. GENERAL

19. Artisan Clubs

These Terms and Conditions shall apply to Artisan Clubs save that such Artisan Clubs and their members shall affiliate to England Golf and the relevant County Body through the AGA, and Artisan Clubs and their members shall be bound by each of the By-Laws, the relevant County Rules and Regulations, and any constitution, rules and/or regulations of the AGA in force and as amended from time to time.

20. Termination

20.1 England Golf’s and the Affiliated Entity’s termination rights are set out in the By-Laws.

21. Assignment and Sub-Contracting

21.1 England Golf may assign, transfer or sub-contract any of its rights or obligations under the Agreement to any of its associated entities by giving written notice to the Affiliated Entity.

21.2 The Affiliated Entity may not assign, transfer or sub-contract or purport to assign, transfer or sub-contract any of its rights or obligations under the Agreement without England Golf’s prior written consent.

22. Disputes and Governing Law

22.1 The Agreement is governed by the laws of England and Wales.

22.2 Any dispute arising out of or in relation to the Agreement (including any non-contractual disputes or claims) shall be referred to the exclusive jurisdiction of the courts of England and Wales.