



TERMS AND CONDITIONS OF AFFILIATION TO ENGLAND GOLF AND THE APPLICABLE COUNTY BODY

**Dated: November 2020
Adopted by the England Golf Board On 11 November 2020
Amended on 22 November 2023**

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 Golf Clubs, Short Course Clubs, Artisan Club and Golf Facilities affiliated to 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 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 9.1;
 - 1.2 **Affiliation:** official affiliation to England Golf and the applicable County Body;
 - 1.3 **AGA:** the Artisan Golfers Association;
 - 1.4 **Agreement:** the Application Form, these Terms and Conditions and the By-Laws;
 - 1.5 **Alternative Club:** has the meaning given in clause 3;
 - 1.6 **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;
 - 1.7 **Application Form:** the application form (or such other document) by which England Golf requires the Applicant to apply for Affiliation;
 - 1.8 **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;
 - 1.9 **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;
 - 1.10 **Competition Play Conditions:** conditions that prevail during golf competitions under the Rules of Golf;
 - 1.11 **Competition Committee:** the committee with the responsibility of administering the playing of competitions in conjunction with the Rules of Golf and the Rules of Handicapping;
 - 1.12 **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;
 - 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
 - c. a "**Change of Control**" will occur if a person who Controls anybody corporate or undertaking ceases to do so, or if another person acquires Control of it.
 - 1.13 **CONGU:** the Council of National Golf Unions, an entity comprising of representatives from England Golf, Golf Ireland, Wales Golf, Scottish Golf and in whom is vested the responsibility to maintain the official system of handicapping within Great Britain and Ireland, 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;

- 1.14 **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, women's county association, unified county body or otherwise. Where a geographical area is not represented by unified county body, a reference in these Terms and Conditions to a County Body is a reference to both the men's county union and the women's county association;
- 1.15 **County Rules and Regulations:** any rules of a County Body including its constitution;
- 1.16 **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;
- 1.17 **England Golf WHS™ Platform:** a central database of handicapping information collected electronically and available for reference by England Golf, the County Bodies and Competition and Handicap Committees;
- 1.18 **England Golf Designated Representative:** a person or persons selected by England Golf to carry out any duties relevant to the requirements of Affiliation;
- 1.19 **Fees:** (a) in the case of Golf Clubs and Short Course Clubs, an annual charge upon Members (to be decided by England Golf on an annual basis) 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 (to be decided by England Golf) 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).
- 1.20 **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 under the WHS Course Rating System;
- 1.21 **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;
- 1.22 **Handicapping Committee:** a Golf Club committee with the responsibility of administrating the WHS at club level;
- 1.23 **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;

- 1.24 **Key Documents:** an Applicant's or Affiliated Entity's constitutional/governing documents, such as its constitution and/or articles of association;
- 1.25 **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;
- 1.26 **Regional Group:** a body that represents County Bodies within its agreed geographical boundaries;
- 1.27 **Rules of Amateur Status:** the rules governing amateur status from time to time laid down by The R&A;
- 1.28 **Rules of Golf:** the rules for the sport of golf from time to time laid down by The R&A;
- 1.29 **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 under the WHS Course Rating System;
- 1.30 **General Play 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;
- 1.31 **Terms and Conditions:** these terms and conditions;
- 1.32 **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.
- 1.33 **WHS (Rules of Handicapping):** the World Handicap System developed by the USGA and the R&A and adopted by CONGU as the official system of handicapping within Great Britain and Ireland, 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;

- 1.34 In these Terms and Conditions (save where the context requires otherwise):
- a. the masculine gender includes other genders and the singular number includes the plural and vice versa;
 - b. references to persons includes bodies corporate, unincorporated associations, partnerships and individuals;
 - c. any reference to a clause shall be a reference to a clause of these Terms and Conditions unless expressly stated otherwise;
 - d. 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;
 - e. references to any statutory provisions or regulations will be deemed to include any amendment, replacement or re-enactment for the time being in force;
 - f. 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
 - g. any reference to a "day" means a calendar day unless expressly stated otherwise.

PART 2 MANDATORY CONDITIONS OF AFFILIATION

2. 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 at the time of affiliation shall be twenty five (25).

3. 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. 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.

4. Key Documents

- 4.1 On making an application to affiliate the Applicant must submit its Key Documents to England Golf. Each Applicant's Key Documents must contain clauses having the following effect:
- a. an agreement 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. an agreement to comply with (1) the By-Laws, as defined above, and which, for the avoidance of doubt, may include the England Golf Rules, any policies, including an equality policy, and any Regulations, including disciplinary,

safeguarding, and anti-doping regulations; and (2) for Golf Clubs the County Rules and Regulations of its chosen County Body (which, for the avoidance of doubt means the County Rules and Regulations of each of the men's county union and the women's county association in geographical areas that are not represented by a unified 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 Rules of Handicapping and any conditions / discretions imposed within the system by England Golf; and
 - (ii) the Golf Club's Members shall appoint a 'Competition and Handicapping Committee' as required under the Rules of Golf and the Rules of Handicapping which shall have complete control of competition and handicapping matters at the Golf Club.

4.2 An Affiliated Entity must have or adopt the following rules, regulations or policies as part of their rules, constitution or governing documents (however they are described):

- a. The SafeGolf policies and procedures;
- b. An Equality, Diversity and Inclusion Policy which is consistent with the England Golf Equality, Diversity and Inclusion Policy;
- c. Appropriate Disciplinary Procedures that are consistent with the England Golf Disciplinary Regulations and those of the relevant County Body;
- d. Anti-Doping Regulations which recognise the authority of the Anti-Doping Regulations adopted by England Golf; and
- e. must have in place appropriate arrangements for keeping those rules, regulations and policies up to date.

4.3 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 takes effect.

4.4 In the event that an Affiliated Entity fails to comply with clauses to 6.3 above, England Golf reserves the right to suspend any benefits of membership or to expel the Affiliated Entity in accordance with the By-Laws.

4.5 England Golf may, at its discretion, modify or vary these requirements for Golf Facilities that do not have Members and where the application of such rules would be impractical or ineffective.

5. **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.

PART 3. THE AFFILIATION PROCESS

6. Key Documents Review

- 6.1 The Applicant will submit their Key Documents and such other information as may be requested to England Golf. In respect of Golf Clubs, England Golf will share the documents and information with the relevant County Body.
- 6.2 England Golf will consider whether the Applicant has demonstrated compliance with the requirements of Part 2 of these Terms and Conditions, and in respect of Golf Clubs the County Body will consider whether the Applicant has demonstrated compliance with the rules and regulations of the County Body.
- 6.3 England Golf and the in respect of Golf Clubs County Body will notify the Applicant England Golf, and in respect of Golf Clubs, the County Body, , 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 appropriate means.

7. The Course/Facility

- 7.1 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 7.2 have been and will be complied with).
- 7.2 In relation to Golf Clubs only, it is a pre-condition and continuing requirement 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 3, such Alternative Club's course must be measured, registered with England Golf and have an approved Course Rating; 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 Appendix A 2 of the Rules of Handicapping , 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 requests for a Course Rating should be identified individually in the Application Form. All requests an approved Course Rating can be submitted in a single Application Form. Provisional

Ratings may be issued, until such time as a formal rating can be carried out by the relevant county body.

8. **Fees**

- 8.1 Each Affiliated Golf Club shall pay such annual affiliation fees to the Company as decided by the Company.
- 8.2 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.
- 8.3 For the avoidance of doubt, different membership fees and benefits may be payable in respect of different membership categories.
- 8.4 To facilitate the calculation of such annual affiliation fees each Affiliated Golf Club shall complete and submit to the Company (with a copy to the County Body 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.
- 8.5 The Board shall be entitled to take reasonable steps to verify the affiliation fee information and each Affiliated Golf Club agrees to comply with such reasonable steps.
- 8.6 Annual affiliation fees will normally be invoiced to Members as a disbursement.
- 8.7 If a Member is a member of more than one Affiliated Club the annual England Golf affiliation fee will only be payable once and collected by the Home Club.
- 8.8 Failure by a Member to pay such annual disbursement shall not exonerate an Affiliated Golf Club from its obligation to pay the annual affiliation fee for that Member.
- 8.9 Golf Facilities shall pay such annual affiliation fees to England Golf as may be decided by England Golf and communicated from time to time. For the avoidance of doubt, Golf Facilities will not by virtue of these Terms and Conditions be affiliated to any County Body and will not be liable to pay affiliation fees to a County Body unless they have entered into a separate agreement that that organisation.
- 8.10 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;
 - 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

- c. for the avoidance of doubt, any refusal of an Applicant or Affiliated Entity to comply with this clause 8 shall entitle England Golf to refuse the Applicant's application for Affiliation or terminate the Affiliated Entity's Affiliation (as applicable).
- 8.11 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 9.1.

9. Affiliation

9.1 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);

9.2 In respect of Golf Clubs:

- a. The County Body will confirm that the Golf Club is affiliated to the County Body and the relevant Regional Group will be immediately notified of the Affiliation
- b. 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;
- c. 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. For the avoidance of doubt, the Golf Club will remain bound by the rules and regulations of the County Body for as long as it remained affiliated to the County Body;

- d. 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
 - (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 WHS;
 - (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

10. Course/Facility Condition, Length and Membership Numbers

10.1 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 as soon as possible in accordance with Appendix G of the Rules of Handicapping;
- 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 and maintain connection to the England Golf WHS™ Platform in order that handicaps can be interrogated by the various stakeholders and at all times comply with all technical, security and data protection requirements of England Golf and/or its platform provider at any time; 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.

10.2 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.

10.3 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.

11. **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, Rules of Handicapping and Rules of Amateur Status.

12. **Fees and Continued Affiliation**

12.1 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 8 shall continue to apply following the granting of Affiliation to an Applicant, i.e. once an Applicant becomes an Affiliated Entity).

12.2 Where relevant, the Affiliated Entity must provide Membership numbers to England Golf: (a) at the start of each year of its Affiliation; and (b) following a request from England Golf (which will usually occur around six months after the start of the relevant year of Affiliation).

12.3 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 the start of each year of its Affiliation (or such other date required by England Golf). Such Affiliation Form may ask for confirmation that the Affiliated Entity's Key Documents continue to comply with these Terms & Conditions, and that the policies referred to in clause 4.2 above have been appropriately reviewed and updated.

13. **Handicapping Records**

13.1 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.

14. **County of Affiliation and Transfer of Affiliation**

14.1 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 County Body geographical boundaries it is positioned. In the event that an Affiliated Entity wishes to affiliate to a County Body outside of its traditional County Body

geographical boundary, England Golf will consider whether or not to accept such affiliation in conjunction with the relevant County Bodies.

- 14.2 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.
- 14.3 If either of the County Bodies object they may refer the matter to the England Golf Transfer of Affiliation Procedure in effect from time to time.

15. **Change of Control**

- 15.1 Any Change of Control of the Affiliated Entity must be notified immediately to England Golf and the relevant County Body.
- 15.2 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).

16. **Course Closing**

In relation to Golf Clubs only, in the event that a golf course becomes no longer available to the Affiliated Entity, the Golf Club must inform England Golf and the relevant County Body and the provisions regarding the retention of the WHS handicap indices of the Members of the Affiliated Entity and the Rules of Handicapping shall apply.

PART 6. GENERAL

17. **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.

18. **Breach and Termination**

- 18.1 England Golf shall have the right to terminate the affiliation of an Affiliated Entity where, in England Golf's reasonable opinion, any of the following circumstances apply:
- a. The Affiliated Entity has not paid any Fees due under these Terms and Conditions more than three months after those fees became due.
 - b. The Affiliated Entity is or has been in breach of any of the requirements of clause 4 of these Terms and Conditions.
 - c. In respect of Golf Clubs, the requirements of clause 7.2 of these Terms and Conditions fail or cease to be met.
- 18.2 In the circumstances set out in clause 18.1 above, England Golf may, in its sole discretion, decide to suspend some or all of the benefits of affiliation to an Affiliated Entity as opposed to exercising its rights under clause 18.1 above. That will not be taken as a waiver of England Golf's right to terminate, which may be exercised at any time notwithstanding any suspension of benefits of affiliation, or any other action taken by England Golf.
- 18.3 Any delay or forbearance on the part of England Golf will not adversely affect the ability of England Golf to take any action in the circumstances set out in clause 18.1 above.
- 18.4 An Affiliated Entity may terminate its Affiliation by giving notice to England Golf not less than 3 months before its annual re-affiliation date.

19 **Assignment and Sub-Contracting**

- 19.1 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.
- 19.2 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.

20 **Disputes and Governing Law**

- 20.1 The Agreement is governed by the laws of England and Wales.
- 20.2 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.