



## **R&A Regulations for Affiliates**

### **1. Interpretation**

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- 1.1 The definitions and rules of interpretation in this clause apply in these Regulations.
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| "Affiliate"               | means an affiliate organisation of The R&A as accepted by The R&A in accordance with these Regulations;                              |
| "R&A Rules"               | means R&A Rules Limited, incorporated in Scotland with company number SC247046;  |
| "Regulations"             | means these regulations for Affiliates of The R&A;   |
| "Rules of Amateur Status" | means the rules of that name as published by The R&A from time to time;  |
| "Rules of Golf"           | means the rules of that name together with the Decisions on the Rules of Golf as published by The R&A from time to time;             |
| "The R&A"                 | means the R&A group of companies based in St Andrews; and  |
| "Territory"               | means any country, jurisdiction, region or such other geographical area as may be determined by The R&A in relation to an Affiliate. |

### **2. Application**

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- 2.1 The following categories of organisations may apply to become an Affiliate:-
- 2.1.1 an organisation which is primarily responsible for governing, organising and supervising golf in any Territory;
  - 2.1.2 an organisation which is primarily responsible for the growth and development of professional golf in any Territory;
  - 2.1.3 an organisation which is primarily responsible for organising professional golf competitions of national repute; and
  - 2.1.4 any other organisation with an international remit in connection with the sport of golf.
- 2.2 An organisation wishing to become an Affiliate may do so by applying to The R&A with the following:-
- 2.2.1 a letter of application detailing:
    - (i) the name of the organisation;
    - (ii) the form and company structure of the organisation;
    - (iii) the names of all members and stakeholders; and
    - (iv) the address of the organisation and the Territory it purports to represent;
  - 2.2.2 a copy of the constitution of the organisation to include a statement to the effect that the game of golf in the Territory which the organisation represents will be played in accordance with the Rules of Golf and that the organisation will ensure compliance with the Rules of Amateur Status;
  - 2.2.3 clarification as to whether the organisation is non-profit making and has charitable purposes;

- 2.2.4 where available, the latest accounts of the organisation and confirmation that these are published annually;
  - 2.2.5 a letter on headed paper from the appropriate governmental body or National Olympic Committee in the Territory of the organisation confirming that the organisation is the recognised governing body for golf in the Territory;
  - 2.2.6 if appropriate, confirmation of membership status with any relevant regional body or the International Golf Federation; and
  - 2.2.7 such other information as may be requested by The R&A from time to time.
- 2.3 The R&A intends that there will only be one Affiliate for each Territory. In certain circumstances, where there is more than one applicant organisation in respect of any single Territory and each organisation represents a distinct and significant class of golfers, The R&A may decide in its absolute discretion to allow for both organisations to qualify as Affiliates.
- 2.4 All information and documentation to be sent to The R&A in accordance with clause 2.2 above must be in English. Where such information or documentation was originally written in a language other than English, certified translated copies must be provided to The R&A. All costs incurred by any applicant in relation to translation are the responsibility of the applicant.
- 2.5 The Application should be sent to The R&A by post to The R&A, St Andrews, Fife, KY16 9JD, Scotland, United Kingdom or email to [kevinbarker@randa.org](mailto:kevinbarker@randa.org). Alternatively, the information may be faxed to +44 (0)1334 460001.
- 2.6 The R&A will review the Application and request any further information and take such further steps as it deems necessary, which may include requesting a meeting with the applicant in their Territory or requesting the applicant visits The R&A in St Andrews, Scotland.
- 2.7 Once The R&A has processed the Application of an organisation, it shall decide, in its absolute discretion, whether to accept the organisation as an Affiliate and shall notify the organisation accordingly, in writing.

### **3. Benefits of Affiliation**

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- 3.1 The R&A shall:
- 3.1.1 provide Affiliates with access to The R&A's Rules advisory service, through which Affiliates will be offered and may request advice and assistance on the application of:
    - (a) the Rules of Golf;
    - (b) equipment Rules; and
    - (c) the Rules of Amateur Status;
  - 3.1.2 provide Affiliates with assistance in respect of golf development initiatives. This assistance may comprise both financial assistance and advice at The R&A's sole discretion; and
  - 3.1.3 recognise Affiliates as part of the international golfing community.

### **4. Affiliate Responsibilities**

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- 4.1 Affiliates must, at all times:-
- 4.1.1 promote the game of golf in accordance with the Rules of Golf, Rules of Amateur Status and all other guidance and recommendations as issued by the R&A from time to time;
  - 4.1.2 discourage non-compliance with the Rules of Golf including, for the avoidance of doubt, playing with non-conforming equipment, and the Rules of Amateur Status and ensure it is not, and is not seen to, endorse or permit such non-compliance or play;
  - 4.1.3 preserve the integrity and reputation of the game of golf and ensure it does not, nor is seen to, bring The R&A, the Rules of Golf, the Rules of Amateur Status or the game of golf into disrepute;

- 4.1.4 uphold and promote values of integrity, fair play, competence, commitment to excellence, commitment to sustainable and accessible golf for all;
  - 4.1.5 maintain the highest standards of governance and transparency within its organisational and, if applicable, group structure;
  - 4.1.6 comply with all relevant legislation and laws in any jurisdiction in particular, and without prejudice to the foregoing, in respect of governance, reporting obligations and financial accounting practices; and
  - 4.1.7 comply with all relevant legislation in any jurisdiction relating to bribery, corruption or fraud and ensure that the Affiliate, nor any of its directors, officers or employees does or omits to do anything which would be or construed as unlawful under such legislation.
  - 4.1.8 uphold and promote the highest standards of equality, tolerance and non-discrimination.
- 4.2 The R&A may take into consideration compliance and observance of the Affiliate Responsibilities set out in clause 4.1 above, by Affiliates, when assessing and allocating support and funding under The R&A's various assistance and development programmes.

## **5. Termination**

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- 5.1 An Affiliate may terminate their affiliation with The R&A by sending notice in writing to The R&A.
- 5.2 The R&A may terminate the affiliation of any Affiliate in the event that the Affiliate:-
- 5.2.1 no longer appears, in the opinion of The R&A, to adequately represent the game of golf in its Territory;
  - 5.2.2 has breached any of the terms of these Regulations including the Rules of Golf or the Rules of Amateur Status;
  - 5.2.3 suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business or activities or ceases to exist;
  - 5.2.4 suspends, or threatens to suspend, payments of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed unable to pay its debts;
  - 5.2.5 commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or agreement with, its creditors; or
  - 5.2.6 due to a local governmental order or regulation, has its operation substantially affected or re-organised so that it cannot effectively represent its Territory in the game of golf.

## **6. General**

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- 6.1 Any dispute arising from these Regulations, including in regard to the exercise by The R&A of its right to refuse affiliate status to any organisation under clause 2.7 or to terminate the affiliation of any Affiliate under clause 5.2, will be submitted exclusively to the Appeals Committee of R&A Rules. Any decision by the Appeals Committee shall be final and binding.
- 6.2 All clauses and provisions of these Regulations are subject to change or amendment by The R&A at any time.