

## **PART 2**

### **MEMBERSHIP REGULATIONS**

#### **1. Overriding Principle of Membership**

Every Member shall at all times ensure that the name “The Professional Golfers’ Association” is and shall remain a hallmark of service, honesty, fair dealings and courtesy, and shall at all times comply with the Code of Ethics and Minimum Professional Standards set out in Parts 5 and 3 of these Regulations.

#### **2. Election to Membership**

2.1 All admissions to and refusals of membership shall be at the absolute discretion of the Executive Committee. An applicant for admission to membership must satisfy such requirements as to education, approved training, examinations, fitness for membership or otherwise as shall be set out in these Regulations (as amended by the Association from time to time).

2.2 To be eligible for election as a Member a person must have:

(a) passed the final examination of, and completed all requirements of, the PGA Approved Training Programme;

or

(b) qualified under any relevant Association examination programme pre-dating the PGA Approved Training Programme;

or

(c) passed a PGA Alliance approved training programme or such other professional golfing Association training programme approved from time to time by the Association and having reciprocal training agreements in place with the Association and, in either case, be resident and working in either UK or the Republic of Ireland;

or

(d) been elected as a Member prior to the introduction of any Association examination; and must be a person of satisfactory character to carry out the role of a PGA Professional.

2.3 On being admitted to membership a Member will be entitled to a membership card which will be renewed annually.

2.4 The Association reserves the right to impose upon any Member any conditions that it thinks fit, either indefinitely or for a stated period.

2.5 Subject always to meeting the membership criteria set out in the Regulations, an employee of the Association (or any Association group company, if applicable) may be admitted to membership of the Association and likewise, a Member shall not, by virtue of their membership of the Association, be precluded from being employed by the Association, provided always that such an individual shall not, whilst they are an employee of the Association as a Staff Member (and irrespective of their original membership classification), have any voting rights at any Association meetings (including Association General Meetings and Special General Meetings) nor be a Member of any Association committee (including the Board or the Executive, Regional or County Committees or any associated sub-committees),

without prejudice to such an individual serving in an advisory, administrative or reporting capacity to such a committee (as may be agreed by the Association at its absolute discretion).

## 2.6 Election or re-election procedures

Applications for membership must:

- (i) be supplied on the Association's official form countersigned by two current Members each of whom must have been a Member for at least 5 years, who know the applicant personally and who are prepared to propose and endorse the applicant's election; and
- (ii) be accompanied by individual written references from the counter-signatories referred to in sub-paragraph 2.6(i) above, setting out the capacity in which the applicant is known to them, the length of acquaintance and certifying that to the best of their knowledge and belief, the applicant satisfies the criteria for election as a PGA Member.

(Completed forms should be sent to the manager of the relevant region and will be assessed by the Regional Committee. In the case of overseas Members, completed forms should be sent to the Membership Department at National Headquarters and will be assessed by the Executive Committee. In all cases, the decision of the relevant committee will be notified in writing to the applicant.)

## 3. Membership

### (a) Eligibility

PGA Professionals must;

- (i) be qualified as a Member in accordance with the provisions of paragraph 2.2 above.
- (ii) satisfy the minimum professional standards set out in Part 3 of these regulations.
- (iii) satisfy at all times that they are fully conversant with the current regulations and, if their employment requires, the requirements of the Associations Training programme.

### (b) Accredited Status

Members will be awarded Accredited Status if they can demonstrate that they are in accordance with the Part 3 Minimum Professional Standards & CPD of these regulations.

### (c) Right and Privileges

All PGA Members will be;

- (i) subject to paragraph 7 (use fo name), be entitled to call themselves a PGA Member
- (ii) be entitled to vote at Association General Meetings.
- (iii) be entitled to wear the Association blazer and tie.
- (v) be entitled to take part in Association activity (eg Tournaments, CPD etc).

## 3.1 Board and Committee Representation.

(a) Only Members with current Accredited status are eligible for election to Regional and County Committees.

(b) Only Members with current Accredited status and 10 years uninterrupted membership are eligible for election to the Board.

(c) If an Accredited professional is re-classified and loses their accredited status, but at the time they are already elected to a committee or to the Board they shall be entitled to serve the elected term but shall not be eligible for re-election unless they have regained their Accredited status.

### 3.2 Specialisations

PGA Membership is categorised into three differing specialisms.

#### (a) PGA Professional

All eligible Members of the PGA will form in this category of membership unless they apply to be recognised in one of the other two other specialisms below.

#### (b) PGA Coach

Members must apply to be assigned to this category of membership. Eligibility is based on evidence of coaching as part of their primary role.

#### (c) PGA Manager

Members must apply to be assigned to this category of membership. Eligibility is based on evidence of 6 months experience working in a management role or the completion of a PGA recognised management qualification.

### 3.3 Life Member

#### (a) Eligibility

A Life Member must be a Member who has been recommended by the Board to the Executive Committee of the Association for appointment as a Life Member and whose recommendation has been approved.

#### (b) Appointment

No formal application is required to be submitted for this classification nor reference from any Regional Committee, but a nomination by a separate Member (of at least 10 years' standing) in writing shall be made to the Board.

#### (c) Rights and privileges

A Life Member shall have the same rights and privileges as an Accredited PGA Member.

### 3.4 Honorary Member

#### (a) Eligibility

An Honorary Member must be a Member who, in the opinion of the Executive Committee through their past or continuing membership and contribution to the Association, justifies retaining the full privileges of membership as an Honorary Member.

#### (b) Election

No formal application is required to be submitted for this classification. The appropriate committee may at their own discretion recommend Honorary Membership on any current Member of the Association.

(Such a recommendation should be forwarded to the Executive Committee for consideration, whose decision will be notified in writing to the Member concerned.)

(c) Rights and privileges

An Honorary Member shall have the same rights and privileges as an Accredited PGA Member.

### 3.5 Inactive Member

(a) Eligibility

An Inactive Member must:

- (i) qualify as a Member in accordance with the provisions of paragraph 2.2 above; and
- (ii) not be engaged in a direct professional or commercial capacity in the golf industry.

(b) Transferral of membership

A Member shall not be elected as an Inactive Member, however, they may be transferred into this category at the absolute discretion of the Executive Director – Member Services in the following circumstances:

- (i) if by virtue of the Member's long-term ill health or incapacity, the Executive Director – Member Services considers such transferral appropriate;
- (ii) if the Member notifies the Membership Department that they are not engaged or that they intend to cease to be engaged (for whatever reason) in a direct professional or commercial capacity in the golf industry and the Executive Director – Member Services considers such transferral appropriate. Instances include but are not limited to:
  - Maternity/paternity leave
  - Caring for family, etc.
  - Career break due to travel/study

No application for Inactive Membership shall be considered retrospectively.

The Executive Director – Member Services may grant the status as an Inactive Member for a temporary period (such period not to exceed two years). A Member may, prior to the expiry of this two year period (or such lesser period as is agreed), apply to the Membership Department at National Headquarters in writing to renew or extend this period. Any Member whose period of Inactive Membership exceeds three years may be subject to a Return to Membership Assessment before returning to another class of Membership.

For the avoidance of doubt, the Executive Director – Member Services may upon written notice, revoke a Member's status as an Inactive Member, if the Member's personal circumstances subsequently change or if for any reason the Executive Director – Member Services reasonably considers that the Member fails to satisfy the above criteria.

(c) Rights and privileges

An Inactive Member may wear the Association blazer and tie and receive the Association publications and be entitled to attend Association General Meetings and Special General Meetings, however, they shall not:

- (i) be eligible for the full benefits of membership as for a full PGA Member;

- (ii) be eligible to take a position as a golf professional;
- (iii) be eligible for election to any committee; (save that the relevant Committee may, at their discretion, approve existing Committee Members continued service during a period of Inactive Membership)
- (iv) have any voting rights at any Association General Meetings and Special General Meetings;
- (v) have a membership card; or
- (vi) have any playing privileges.

### 3.6 Staff Member

#### (a) Eligibility

Subject always to meeting the membership criteria set out in the Regulations, an employee of the Association (or any Association group company, if applicable) may be admitted to membership of the Association and likewise, a Member shall not, by virtue of their membership of the Association, be precluded from being employed by the Association, provided that for the duration of their employment by the Association they shall have only the following rights and privileges (regardless of their original membership classification):

#### (b) Rights and Privileges

A Staff Member shall be entitled to call themselves a 'PGA Professional' or 'PGA Member' (subject to paragraph 7 – Use of PGA Name), attend AGMs, participate in the CPD Programme and wear the Association blazer and tie, however, they shall not:

- (i) be eligible for election to the Board, the Executive, Regional or County Committees or any associated sub-committees (but without prejudice to such an individual serving in an advisory, administrative or reporting capacity to such groups as may be agreed by the Association at its absolute discretion);
- (ii) have any voting rights at any Association meetings (including Association General Meetings and Special General Meetings);
- (iii) be eligible to employ Assistants;
- (iv) be eligible to participate in Tournaments.

### 3.7 Retired Member

Retired Membership is afforded to those who confirm that they have a significantly reduced income following retirement from their primary employment. All admissions to, and refusals of, Retired Membership Status shall be at the absolute discretion of the Executive Committee.

#### (a) Eligibility

A Retired Member must:

- (i) have been a member for a period of at least 35 years (save that the Executive Committee may at its absolute discretion waive this requirement upon application from a Member); and
- (ii) not be engaged in a direct professional or commercial capacity within the game of golf or the golf industry. Any Member who continues to work outside of the golf

industry will be asked for details of this employment including the type of work and the number of hours undertaken.

(b) Transferral of membership

A Member shall not be elected as a Retired Member; however, they may be transferred into this category at the absolute discretion of the Executive Committee. A Member may also be transferred into this category at the absolute discretion of the Trustees of the Association's Benevolent Fund (or its nominated sub-committee) in the following circumstances:

(i) if by virtue of the Member's long-term ill health or incapacity, the Trustees consider such transferral appropriate.

(c) Right and privileges

A Retired Member shall have the same rights and privileges as an accredited PGA Professional under paragraph 3 except that they shall not be entitled to employ Assistants.

#### **4. Assistants**

Notwithstanding any other provision of these Regulations, an Assistant shall not be a Member of the Association and shall not be entitled to any of the rights and privileges of membership other than those set out in Part 4 (Training Regulations). However, as part of their commitment to the PGA Approved Training Programme and in anticipation of qualifying as a Member, they shall at all times abide by those Regulations set out in Part 4 (Training Regulations) as if they were a Member.

#### **5. Termination of Membership**

##### **5.1 Suspension/Termination**

In addition to the Association's rights to suspend or expel set out in paragraph 6 below, in the event that a Member commits any serious breach of the Code of Ethics as set out in Part 5 of these Regulations the National Disciplinary Committee may at its absolute discretion and without prejudice to any other rights or remedies that it might be entitled to exercise on behalf of the Association, suspend or expel that Member from the membership of the Association.

##### **5.2 Resignation**

A Member may offer their resignation by written notice to the Association addressed to the Chief Executive or Membership Department and on its acceptance (by the Association sending its acknowledgement), but not until then, they shall cease to be a Member. Any Member whose notice or resignation has not been received before 1 November in any year shall remain liable for any fees or subscriptions in respect of that year.

#### **6. Subscriptions**

6.1 Membership shall last for 12 months from 1 October to 30 September when it shall cease, unless renewed. This requirement shall not apply to Life Members, Honorary Members or Members over the age of 80 years old who shall not be required to renew membership each year.

6.2 Subject to paragraph 6.3 below, annual subscription fees for membership shall be such as the Board shall from time to time resolve and shall be due on 1 October and must be paid by 31 October each year for all Members save as set out in subparagraph (b) below; or

Advance notice of annual subscription fees due together with an official subscription form shall be sent to all Members accordingly (other than for Life and Honorary Members).

6.3 No subscription fees shall be due from Life Members, Honorary Members or Members over the age of 80 years old.

6.4 Membership fees for newly-elected Members shall be calculated on a pro-rata basis in accordance with the following formula:

$$(A \div 12) \times B$$

A = Current annual subscription

B = Number of months from and including the month of election of the new Member until and including September in any year.

6.5 Members who change their class of membership during the year shall pay within 1 month of the date of any change, any increase in subscription due to the change, on a pro-rata basis in accordance with the following formula:

$$(A \div 12) \times B$$

A = Increase in total annual subscription

B = Number of months from and including the month of the Member changing their class of membership until and including September in any year.

6.6 Where a Member opts to pay subscription by monthly Direct Debit with the provider chosen by the PGA, the Membership will automatically be renewed and the Member will automatically be charged the Membership price on an annual basis, until the Member indicates a wish to cancel the Membership. This means that if no cancellation instruction is received the Direct Debit will be automatically renewed for the next year to guarantee uninterrupted access to benefits and services of the Membership in accordance with the following:

- i) at least 14 days prior to the end of each year, the PGA shall inform the Member of (i) the renewal date; and (ii) the price payable in respect of that Member's Membership for the subsequent year
- ii) The provider of the direct debit facility shall take payment for the subscription renewal by using the most recent information provided by the Member upon application for the direct debit facility. If the Member wishes to pay for the renewal of the Membership using another payment method, they should inform the PGA prior to 01 October
- iii) If a Member does not wish to renew their Membership, they should inform the PGA at the earliest opportunity possible.

6.7 Any Member or Assistant who has not paid their annual subscription fees by the relevant payment date specified in the Regulations or by the Association (or in the case of a newly elected Member, within 1 calendar month of the date of that Member's election) the Member or Assistant shall be suspended from membership or Registration (as the case may be) with immediate effect.

- 6.8 Any Member or Assistant who has not paid the annual subscription fees by 30 November or within two calendar months of any other due date shall remain suspended from membership or Registration (as the case may be) and also be immediately liable to pay an additional administrative charge of £100 (the "Surcharge"). Assistants shall be similarly remain liable for any failure to pay their subscription fees on their due date; however, the Surcharge shall be £50.
- 6.9 Any Member who has not paid the annual subscription fees together with the Surcharge by the next available Executive Committee meeting shall cease to be a Member and the Member's name will be deemed to have been removed from the Register of Members and their membership terminated and may only be reinstated subject to the provisions of Membership Regulations, Part 2, paragraphs 6.12 and 6.13. Any Assistant who has not paid the annual subscription fees together with the Surcharge by the next available Executive Committee meeting shall have their Registration cancelled. On cancellation of Registration, an Assistant will cease to be eligible for the PGA Approved Training Programme in accordance with the Regulations, Part 4 Training Regulations.
- 6.10 The Executive Director – Member Services, may in exceptional circumstances extend the period for payment of the annual subscription fees by a Member.
- 6.11 All Members are deemed to have agreed to be bound by the Constitution of the Association and any Regulation made pursuant thereto.
- 6.12 If a former Member, whose name has been removed from the Register of Members, applies for re-registration as a Member they must pay a re-registration fee (in addition to any outstanding subscription fees and Surcharge) to the Association that will be fixed by the Board.
- 6.13 Regardless of the payment of a re-registration fee and any outstanding subscription fees and Surcharge, the reinstatement of any former Member whose membership was terminated for non-payment of fees or any other default, shall be at the discretion of the Executive Committee.

## **7. Use of PGA Name**

- 7.1 A Member shall be entitled to call themselves at all times a "PGA Professional" or "PGA Member" and is entitled to use the Association's Members crest in accordance with such uses as may be permitted by the Association from time to time.
- 7.2 A Member shall be entitled to use the "PGA Coach" and "PGA Manager" specialisms and brands (within the brand guidelines) only if they have met the eligibility criteria outlined in 3.2 Specialisms above.
- 7.3 A Member shall not, in the course of any trade, make use of any business or trading name similar to or likely to be confused with the names PROFESSIONAL GOLFERS' ASSOCIATION or PGA.
- 7.4 At any time after ceasing to be a Member for any reason, and during any period of suspension, a Member or former Member shall not:
- (a) in the course of any trade, make use of any business or trading name similar to or likely to be confused with the names PROFESSIONAL GOLFERS' ASSOCIATION or PGA; and
  - (b) in any way hold themselves out as a Member of the Association or representing or connected with the Association.