

PGA EUROPRO TOUR 2010

MEMBERS GENERAL REGULATIONS HANDBOOK



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HEALTH AND SAFETY STATEMENT

1. Health and Safety – The role of the PGA and PGA Europro Tour

PGA Europro Tour is responsible for the safety, either in erection, dismantling or proper use of such temporary structures necessary for the staging of any event. Examples include but are not limited to temporary offices, scoreboards and promotional advertising boards. Any construction specifically erected by the host venue, or any third party promoter, is the responsibility of that person or organisation.

PGA Europro Tour, as promoter, accepts no responsibility for accidents, death or injury suffered by any individual during the course of, preparation for or in connection with a tournament unless the same occurs as a direct result of the negligence of the PGA EuroPro Tour or its employees whilst they are acting in the course of their employment.

The PGA, as sanctioning body, accepts no responsibility for accidents, death or injury suffered by any individual during the course of, preparation for or in connection with a tournament unless the same occurs as a direct result of the negligence of the PGA or its employees whilst they are acting in the course of their employment.

2. Health and Safety overseas

Standards of Health and Safety differ from country to country. Members are advised to take additional care of themselves and their travel companions when travelling to PGA Europro Tour tournaments outside the UK.

Members are responsible for ensuring they have any relevant up to the minute information concerning health and safety issues, or other threats, concerning their travel arrangements or onward destination. The PGA Europro Tour accepts no responsibility for the consequences of such matters and furthermore accepts no responsibility for advising or informing Members of the potential for, or existence of such matters. Members and their companions should check up to date information before deciding whether or not to travel. This information is available from several government advisory services.

3. Insurance

All members must have adequate insurance in place prior to participating in any PGA Europro Tour tournament. The PGA Europro Tour Public Liability Insurance provides indemnity to third parties for up to £5,000,000 in any one occurrence but the PGA Europro Tour accepts no responsibility for arranging any personal insurance for its members, such as travel, medical or personal accident.

Members should ensure that all companions travelling with them are covered by a comprehensive policy of insurance.

DATA PROTECTION STATEMENT

1. Our Principles

- a) To ensure that data is obtained and processed fairly and lawfully as required under the Data Protection Act 1998 and other relevant legislation.
- b) To keep and process personal information only for legitimate purposes outlined in this document.
- c) Not to disclose personal information without the permission of the individual to which it relates except in limited circumstances as permitted, or required by law. We may share information with third parties, in order to pursue legitimate interests of the PGA Europro Tour Membership.
- d) To maintain appropriate procedures to ensure that personal information we hold is accurate and up to date.
- e) Where the PGA Europro Tour chooses to have certain services provided by third parties, we will do so in accordance with current legislation and will take all reasonable steps to ensure the practices employed by that provider protect personal information.
- f) To maintain the technical and organisational safeguards to protect the personal information against theft, loss, unauthorised access, disclosure, copying, use or modification.
- g) Not to sell personal information.
- h) Personal information will not be kept for any longer than necessary to keep within the legitimate requirements of the PGA Europro Tour, or legal statutory requirements.

2. The Data Controller

The PGA Europro Tour is the Data Controller.

3. What information is stored

Information held about members will include but not be limited to:

Professional contact details (including where appropriate Management Company details), personal contact information (including home address, phone numbers and email address), career highlights, bank account details, credit card details (where provided), any disciplinary actions and information relating to press and PR.

It is the responsibility of each Member to ensure that their personal details, particularly those relating to credit cards and bank accounts, are up to date.

4. Where the information is stored

The PGA Europro Tour Entries and Financial Administration is based at PGA National Headquarters, Centenary House, The Belfry, Sutton Coldfield, B76 9PT. All Member records are kept on password protected computers. Where used outside this address details are kept on password protected computers with encryption facilities. Any hard copy records are kept in locked filing cabinets.

5. How long is the information kept

Information pertaining to current Members is held on record indefinitely. Once Membership has lapsed, or the Member has resigned or died, records are archived.

6. Who has access to the data

The PGA Europro Tour Entries and Financial Administration has access to all files, computerised or otherwise. Computerised data is only accessible with the relevant user name and password information, and in the case of computers used outside the above address, encryption hardware. Members are allowed access to their own information upon request to the PGA Europro Tour Entries department.

7. What the information is used for

The PGA Europro Tour uses the information for the legitimate purpose of administering professional golf tournaments. This includes Membership, entry administration (collection of entry fees, mailing of Membership communications etc...), processing of disciplinary actions and investigations and press and PR purposes.

8. Who discloses the information and to whom

PGA Europro Tour staff will use the information for the legitimate purpose of administering professional golf tournaments and to this extent we will disclose your personal details to PGA Europro Tour colleagues, not including fellow Members. Only professional contact details will be released to sponsors, promoters and other legitimate third party organisations, including other Tours and bona fide golfing organisations. Personal information will not be sold to third parties.

GENERAL MEMBERS REGULATIONS

These Regulations shall govern:

- A. The powers of the Tour Directors, Tournament Directors and the Tournament Committee in respect of PGA Europro Tour Regulations.
- B. Membership of the PGA Europro Tour.
- C. The conduct and responsibilities of PGA Europro Tour Members.
- D. The administration and conduct of all golf tournaments held under the auspices of the PGA Europro Tour.

Part 1 – General

1. Definitions

PGA Europro Tour Committee or **The Committee** means the Board of Directors of the PGA Europro Tour.

Europro Tour Limited is a limited company, incorporated in England, referred to herein as the PGA Europro Tour.

Member means a professional golfer who has signed a membership form with the PGA Europro Tour entitling him to be a member of the PGA Europro Tour for that season and has paid his membership subscription to date.

Regulations means these regulations, as amended from time to time by The Committee.

PGA Europro Tour Order of Merit Tournaments shall mean those PGA Europro Tour approved tournaments which are nominated to carry Official Money.

Regular PGA Europro Tour Tournaments shall mean full field PGA Europro Tour approved PGA Europro Tour Order of Merit Tournaments.

PGA Europro Tour Order of Merit shall mean a table listing Full Members of the PGA Europro Tour in order of priority according to the Official Money won in each Official Season by them in PGA Europro Tour Order of Merit Tournaments.

PGA Europro Tour Official Season shall commence with the first event to carry official money on that season's Order of Merit and conclude on the day following the final event to carry official money on that season's Order of Merit.

Official Money will be calculated in pounds sterling and will be based on money won by players participating in PGA Europro Tour Order of Merit Tournaments.

PGA Europro Tour Qualifying School shall mean that tournament or tournaments which will be held each year in accordance with regulations made by the PGA Europro Tour at which players may gain the right to become eligible for membership of the PGA Europro Tour.

Closed Event refers to one tournament on the PGA Europro Tour schedule, as nominated by the Tournament Committee, which is recognised by the European Challenge Tour as an 'Event Played' on the European Challenge Tour for that corresponding season.

BlueGolf refers to the computer software used by the PGA Europro Tour to run its tournaments and tournament administration.

2. General

The Committee may amend these Regulations at any time without reference to the Members. Any Member who has any doubt about the interpretation or significance of any Regulation should contact the PGA Europro Tour for advice.

3. Membership Regulations (General)

- a) An eligible member of the PGA Europro Tour (as defined in Regulation 4.1) will be regarded as a full member for the current Official Season upon receipt of his completed membership application form and membership fee.
- b) To obtain full membership rights, players who are eligible for membership must have paid their Membership Fee prior to competing in their first PGA Europro Tour Order of Merit event of that season.
- c) To obtain inclusion in the final 2010 Order of Merit and to participate in such benefits derived from, a Full Member in categories 1–13 inclusive must compete in a minimum of five PGA Europro Tour Order of Merit tournaments in the 2010 PGA Europro Tour Official Season.
- d) A Member shall be entitled to apply for entry to any tournament organised by the PGA Europro Tour.
- e) The term of membership shall be the 12 calendar months from 1 January to 31 December in each year.
- f) The Committee shall have complete discretion as to whom it decides to admit or exclude from membership of the PGA Europro Tour.
- g) The PGA Europro Tour reserves the right to impose upon any Member any conditions that it thinks fit, either indefinitely or for a stated period.

Note 1: Any member from within categories 1–13, will be removed from the current Order of Merit, at that time when it becomes impossible for him to fulfil, by the end of the relevant Official Season, the minimum number of events regulation.

Note 2: In the event of a non-member winning a PGA Europro Tour Tournament and becoming immediately eligible for membership in Category 2, the following will apply:

- ❖ If he wishes to take up Affiliated Membership for the current Official Season, he must do so either within 14 days of his victory or before competing in his next PGA Europro Tournament, whichever is sooner.
- ❖ He will only be included in the Order of Merit Rankings for the current Official Season, once he has taken up Affiliated Membership. His ranking position will reflect only his earnings onwards from and including his victory.

4. Eligibility

4.1 Full Membership

The following persons are eligible for Full Membership of the PGA Europro Tour in 2010:

- a) Players 1-50 from the 2009 PGA Europro Tour Order of Merit (Category 1).
- b) Tournament Winners on the PGA Europro Tour in 2008, 2009 and 2010* (Category 2).
- c) The 2009 PGA Club Professional Champion and PGA National Assistants' Champion and the winners of the seven 2009 PGA Regional Final Orders of Merit (Category 6).
- d) Players 51-80 from the 2009 PGA Europro Tour Order of Merit Rankings (Category 10).
- e) Players from Categories 7, 10, 11, 12, 13 or 14 on the 2009 European Tour and Players holding Categories 1–13 on the 2010 Challenge Tour (Category 9).
- f) Persons who compete at the 2010 PGA Europro Tour Qualifying School (excluding amateurs) (Categories 3, 8, 12 and 13).

Note 1: Persons who are fully exempt from the 2010 PGA Europro Tour Qualifying School (Categories 1, 2, 6, 9 and 10) will be required to pay a Membership fee of £250 to become a Full Member for 2010.

* 2010 Winners must have taken up Membership of the Tour. In the case of Affiliate Members see Section 3g Note 2.

4.2 Temporary Membership

Persons, other than Full Members, who participate in an event administered under the auspices of the PGA Europro Tour for the duration of that event. All Temporary Members will be subject to a Temporary Membership fee of £50 per event payable upon entry.

Note 1: Temporary Membership is available a maximum of four times, after which time the player shall become an Affiliated Member.

4.3 Affiliated Membership

i) Affiliated Membership is available to any non-member person who is not otherwise eligible for Full Membership of the PGA Europro Tour, subject to the following conditions listed below:

- a) An Affiliated Member of the PGA Europro Tour shall be those Temporary Members seeking to obtain playing rights and a ranking for the current and following season.
- b) Any person applying for Affiliated Membership must meet the criteria for Affiliated Membership as stipulated by the PGA Europro Tour from time to time. The person shall indicate in writing on the appropriate form their intention to take up such rights and pay the remainder of fees as follows:

	Entry Fee	Temporary Membership Fees	Affiliate Membership Fee
Affiliate Member before first event	£275		£395
Affiliate Member before 2 nd event	£275	£50 from event 1	£345
Affiliate Member before 3 rd event	£275	£100 from events 1 & 2	£295
Affiliate Member before 4 th event	£275	£150 from events 1, 2 & 3	£245
Affiliate Member before 5 th event	£275	£200 from events 1, 2, 3 & 4	£195

All fees must be paid prior to competing in the first tournament from which Affiliate Members wish their earnings to count towards the current PGA Europro Tour Order of Merit.

Exception: Please see Section 3g Note 2.

- ii) To obtain inclusion in the final 2010 Order of Merit and to participate in such benefits derived from, an Affiliate Member must compete in a minimum of five PGA Europro Tour Order of Merit tournaments in the 2010 PGA Europro Tour Official Season.
- iii) Affiliated members will be included in the current PGA Europro Tour Order of Merit and their achievements will qualify them for Categories 2 & 7 if applicable, otherwise Category 14a. Their end of season position will qualify them for membership the following year in the appropriate category or may earn exemption from any part of the 2011 Qualifying School.

4.4 Medical Extension Membership

In the majority of situations Members will not be given a Medical Extension to their Membership category because they have been prevented from playing due to illness or injury. However, in exceptional circumstances, the PGA Europro Tour Committee may, in their absolute discretion, grant Medical Extension for a given number of events. In reaching its decision, the PGA Europro Tour Committee shall be entitled to take into account the nature, extent and duration of the injury, the member's age, length of membership, contribution to the game, category of membership and any other factor(s) that the Committee shall consider relevant.

Note 1: Each category will have a subsection to cover Medical Extensions.

Note 2: In all cases, applications for medical extensions must be submitted in writing prior to the conclusion of the qualifying school held for the calendar year in which the member wishes to resume play.

4.5 Termination of Membership

- i) Any Member (whether Full, Temporary or Affiliated) of the PGA Europro Tour as described in Regulation 4.1 and 4.3 above shall cease to be a Member on the occurrence of one or more of the following:
 - a) The Member no longer being eligible for membership of the PGA Europro Tour.
 - b) Resignation by the Member in writing.
 - c) Expulsion by the PGA Europro Tour Committee as a result of a breach of the Code of Ethics as laid down in the Regulations of the PGA Europro Tour.
 - d) The Member fails to pay his annual subscription fee or any other monies or fines imposed on the Member under these Regulations when due or on such date as may be specified by or on behalf of The PGA Europro Tour Committee at its absolute discretion.

Part 2 – PGA Europro Tour Information and Conditions

i) Format

Each regular event (unless otherwise stipulated) will be played over 54 holes stroke play.

ii) Tournament Field

The normal starting field for each event will be 168 players for a two tee start and 156 players for a one tee start. Players will play one round on each of the first two days, after which the leading 50 professionals and those tying for 50th place, will normally go forward to play the third round (and fourth round if applicable).

Note: The PGA Europro Tour Committee is empowered to implement limitations to field sizes in accordance with daylight hours, course configuration or the requirements of the Sponsor.

iii) Ties

In the event of a tie for first place, there will normally be a "hole-by-hole" play-off to determine the Winner. If a play-off involves more than two players, those other than the Winner will be deemed to have tied for second place regardless of their scores in the play-off.

iv) Prize Fund

The total fund for any regular PGA Europro Tour event will be £40,000, based on a full field of 156/168 players (for events outside the UK and Ireland the total prize fund will vary). Any competitor who fails to record a score for any round or is disqualified shall not be eligible for prize money, or Order of Merit points if applicable. The Committee shall be responsible for deciding the allocation of prize money for each tournament subject to agreement with the sponsor. This allocation shall be published before the commencement of the first round.

v) Levy

A levy of 5% will be deducted from all prize money distributed by The PGA Europro Tour.

vi) PGA Europro Tour Schedule

Events may be added to the list from time to time, provided sufficient notice can be communicated to the members.

vii) Pre-Tournament Pro-Ams

It is a condition of entry to each tournament that a competitor must be available to compete in any pre or post tournament Pro-Am if required. Each player will be permitted to have 3 exemptions during the season. This must be requested in writing to the PGA Tournament Department **on or before the closing date for the tournament**. These exemptions will be on a first come, first served basis as only a limited number of exemptions will be granted for each tournament. Any player who refuses to compete in a pre-tournament Pro-Am when required and an exemption has been not been requested or granted will be removed from the tournament.

Part 3 – Administration, Conduct of Tournaments, and Tournament Procedures

1. General

- a) In order to join the PGA Europro Tour (as a new Member), players must use the BlueGolf on-line registration process indicated on www.europrotour.com or www.pga.info. A player is required to fulfil all requirements laid down in this BlueGolf procedure and submit payment details. This application for Membership will then be approved by the PGA Europro Tour, at which point payment will be taken from the card details given. From this point the person is a Member of the PGA Europro Tour for the season and is subject to all Regulations.

Note: This process will only constitute joining the Tour and players will then be required to enter individual events, including Qualifying School (if applicable).

- b) Each member wishing to enter a tournament must do so online via BlueGolf. Any other method of entry i.e. post, fax, email or in person will not be accepted.

Note: The PGA Europro Tour Committee reserves the right to reject an application to Qualifying School or any regular tournament entry. Previous non-competitive performance or conduct unbecoming of a Professional can be a basis for such rejection.

ii) **Confirmation of Entry**

An email representing confirmation of entry to individual Tournaments will be sent to the entrant automatically by BlueGolf upon registration. It will be sent to the email address given in their online profile or any updated address advised to the PGA Europro Tour after this time.

In relation to Qualifying School an approval of their application for membership will be emailed to the applicant upon receipt of the relevant membership fee, at which point he may then enter the Qualifying School.

iii) **Entry Closing Date**

All entries must be made by 1500hrs GMT on the closing date listed for the tournament on the Official Schedule (normally fourteen [14] days prior to the first day of the tournament).

iv) **Entry Fees**

Regular PGA Europro Tour event £275.00

The entry fee shall be paid on the closing date for each tournament. When this is not possible payment shall be taken before the player commences the tournament. In regular PGA Europro Tour events failure to pay on time may result in the player being withdrawn from the tournament.

Note 1: Any amateur that enters and plays in a tournament must adhere to the entry fee conditions above.

Note 2: Administrative charges may be added to all credit card payments.

v) **Players Responsibility**

THE ONUS IS ON THE PLAYER TO MAKE SURE THE PGA EUROPRO TOUR HAS RECEIVED HIS ENTRY BY THE CLOSING DATE, AND TO CHECK HIS CURRENT QUALIFICATION STATUS FOR THAT EVENT. All entries will be posted on the websites www.pga.info or www.europrotour.com and sent to the player via email.

5. Tournament Withdrawal Procedures

The withdrawal process is split into three separate procedures depending on when the withdrawal is made:

- a) Withdrawals (Cancellations) from tournaments up to 1500 Hrs on the entry closing date must be done by the player on-line via BlueGolf.
- b) Withdrawal from Tournaments following the closing date and up to 1700 Hrs on the Friday (or Thursday during Bank Holidays) before the Tournament week, players will not be able to withdraw on-line and must withdraw by phoning the PGA Europro Tour on +44 (0) 1675 470 333.
- c) Withdrawal from Tournaments following 1700 Hrs on the Friday (or Thursday during Bank Holidays) before the Tournament week players must phone the designated tournament office number for that weeks event (as stipulated in the event information on the website) or withdraw in person at the on site tournament office. This number may not become active until the day before official practice and therefore players may need to use the voicemail system.

Note: Refunds and Fines which are incurred through withdrawals will be handled by PGA Europro Tour entries department in the week following the Tournament in question.

i) **Pre-tournament**

A competitor in any PGA Europro Tour Tournament who withdraws before commencing the first round shall be eligible for a refund of entry fee. In addition the following shall apply:

- a) A competitor who withdraws his entry before the closing date for entries shall not be subject to a withdrawal fee.
- b) A competitor who withdraws his entry after the closing date for entries shall pay a withdrawal fee of £35.

- c) A competitor whose withdrawal is notified only within seven [7] days of the start of the tournament shall pay a withdrawal fee of £75.
- d) A competitor whose withdrawal is notified after 1400hrs on the day prior to the start of the tournament shall pay a withdrawal fee of £100.

Only Exception: When the Tournament Committee is satisfied that the withdrawal enabled the Member to enter a higher or equivalent ranking tournament.

Note 1: Any player who incurs a withdrawal fee for an event must pay that withdrawal fee within 28 days of the first day of the respective tournament.

Note 2: Any player who appeals against a withdrawal fee and fails to present the correct withdrawal number will be subject to the appropriate withdrawal fee.

ii) **During Tournament**

- a) A competitor whose withdrawal is not notified and who is absent from a tournament shall be fined the sum of £250 and shall be liable to suspension from membership. In such cases the player is still required to pay his entry fee. For a second or subsequent offence, it will be mandatory for the facts to be reported to the Tournament Committee and action taken as a breach of the Code of Ethics.
- b) A competitor is entitled to withdraw from a tournament at the conclusion of his 2nd round provided that he informs the Tournament Director before the close of play.
- c) A competitor is not entitled to withdraw at the conclusion of the 1st round or during the play of any round of a tournament.

Exception: Emergency reasons or medical circumstances deemed reasonable by the Tournament Director. Written evidence must be forwarded within 7 days of the withdrawal. **Exceptions to these rules may be made in the case of sickness and other special circumstances subject to the discretion of the appropriate Committee.**

6. **Registration**

- i) All competitors must register for each tournament by 1200noon the day before the 1st round of the tournament. This can be done in person at the tournament office on site or by telephone to the PGA Europro Tour stating intention to attend.

Note: Participation in the Pre-Tournament Pro Am will be recognised as registration.

Players who fail to meet the 1200noon local time deadline may be removed from the draw and replaced with the first available reserve in order of eligibility.

- ii) A player, who is entered for a tournament but only becomes exempt after the close of entries, will be contacted by the entries department or a member of the field staff on his contact telephone number(s) provided. The player is then responsible for confirming as soon as possible whether or not he is taking up this opportunity to play.

At any time after 1200noon on the Sunday of the Tournament week (Sunday prior to Round 1) the Tournament Director may impose a 1 hour response deadline. Any player not responding to such a telephone call or message within this 1 hour period may be removed from the entry list and the next eligible player given the opportunity to play.

Note 1: The above players are still required to comply with 6 iii) below.

Note 2: In view of the provisions of 6 ii), it is of utmost importance that any player electing to travel to the venue as a reserve should advise the PGA Europro Tour Entries Department of his intentions in case the period of travel coincides with his becoming exempt and the entries department attempting to make contact accordingly.

Note 3: In cases where no contact can be made with the first reserve, the PGA Europro Tour Entries Department will make a second attempt no less than 10 minutes from the first.

- iii) All Players are required to attend the PGA Europro Tour Tournament Office as soon as possible upon arrival at the tournament venue. At this time local/temporary contact details should be provided on the Registration Form.

7. **Course unfit for play**

In the event of a hole or holes becoming flooded or otherwise unfit for play the Tournament Director may authorise the cutting of a fresh hole or holes, even if a round is in progress, if it is considered that by doing so the tournament may be saved. In the event of a round being cancelled because of unplayable conditions the tournament may be reduced to a stipulated number of rounds or holes to be played if an additional day, or days, is impracticable for the tournament to continue. For further guidance refer to clause 7.1 of this part below.

7.1 **Play Foreshortened or Cancelled – Guidelines**

The Tournament Director shall adopt the policy, which offers the most likely opportunity to complete the Tournament over the number of holes stipulated in the conditions for the Tournament.

Where possible the following guideline will be considered:

- i) Rounds 1 & 2 – As a general principle, once a stroke has been played it shall count.
- ii) Final Round – If the round cannot be finished then a result will be declared over the number of rounds completed by all players. Play may be continued to a fourth (or fifth day if applicable) if it is practicable. In exceptional circumstances the final round may be scheduled on the fourth (or fifth day if applicable).
- iii) In Tournaments scheduled for 54 holes to be played over three days the prime objective will be to complete a minimum of one round by the end of the second day's play. In the event of play being foreshortened so that two rounds have to be played on the last day, then the field may be cut to the leading forty (40) players and those tying for 40th place.
- iv) In the event that 54 holes are deemed to be unattainable in the time available, then completion of 36 holes will be the prime objective. To achieve this objective a cut may be introduced after 18 holes to either the leading 50 players and ties or 40 players and ties. If it is not possible to complete play on the final day the Tournament shall be decided on the scores achieved in completed rounds.

The Tournament Director may, following consultation with the Head of Golf Operations or their appointed deputy, vary the above procedures in exceptional circumstances.

7.1 Suspension of Play

If in the judgement of the Tournament Director, adverse weather conditions or any other occurrence beyond the control of the PGA Europro Tour renders the commencement or continuation of the tournament impracticable, play shall be suspended until such time as the Tournament Director considers that play can be continued.

- i) If it becomes necessary to suspend play for a period during a tournament for a NON-DANGEROUS situation (e.g. rain) the Tournament Director will cover the course informing competitors of the suspension. When available, short (1 second) intermittent blasts on the klaxon will signify suspension of play. On receiving the message or hearing the klaxon a competitor may complete the hole being played or discontinue play immediately and lift the ball after marking the position in which it lay.
- iii) If during a tournament it becomes necessary to suspend play for a DANGEROUS situation (e.g. lightning) players must discontinue play IMMEDIATELY. A suspension for a dangerous situation will be signalled by a prolonged blast of the klaxon.

7.2 Resumption of Play

As soon as conditions allow play to be resumed the Tournament Director will cover the course again and play will be resumed immediately by all competitors on the course as soon as two short blasts (repeated) on the klaxon are sounded.

7.3 Prize Money

Professional individual prize money in Tournaments can only be declared on scores achieved in completed rounds. In the event of the curtailment or cancellation of a Tournament, prize money shall be distributed as agreed between the PGA and the PGA Europro Tour and may vary from that published in the Tournament conditions. Any player who fails to complete all rounds of the tournament will not be eligible for prize money.

8. Film and Media Rights

The television, radio, film and all other electronic media rights of all Members participating in events approved by the PGA Europro Tour, or any other golf event run in conjunction with or under the auspices of the PGA Europro Tour, shall be assigned to the PGA Europro Tour.

9. Prize Presentations

The Committee shall normally publish for each tournament the number of leading players required to attend the prize presentation. In the absence of published conditions the three leading players and those tying in professional tournaments will be required to attend. Unless otherwise specified in the conditions for any tournament or by special dispensation of the Tournament Director, all members must observe the dress rules operating in the clubhouse at the time of any PGA Europro Tour tournament. A Member who fails to comply with this Regulation may be fined up to £250 by the Tournament Director. A second or subsequent offence, or one which in the opinion of the Tournament Director constitutes a breach of the Code of Ethics, must be reported to the PGA Europro Tour Committee for disciplinary action. Special dispensation to be absent may only be given in exceptional circumstances by the Tournament Director.

10. Suspension of Playing Privileges

The Tournament Director may refer a breach of the Regulations which does not constitute a breach of the Code of Ethics to the PGA Europro Tour Committee, who may suspend the rights of a Member to play in tournaments.

11. Conflicting Advertising

No Competitor, or his caddie, during the playing of a tournament will be permitted to wear or display any advertising matter, which in the opinion of the Tournament Director, may embarrass a Sponsor or place in jeopardy the current and continued sponsorship of a tournament. In all cases, approval to wear conflicting advertising matter must be obtained from the Tournament Director, or his appointed representative, prior to the commencement of the tournament.

12. Alcohol Consumption

The abuse of alcohol on the course during any round of a PGA Europro Tour approved tournament is not permitted. A fine of £250 shall be imposed with the fine being doubled for subsequent offences.

13. Official Recorders

Members must co-operate when asked for details of their scores by the Official Recorders on the course.

Note: The Scoreboard Officials, Hole by Hole Scorers and TV Recorders are regarded as Official Recorders on the course. A fine of £50 shall be imposed, which shall be doubled for subsequent offences.

14. Caddies

Caddies are the responsibility of the Member employing them. Any breach of the following Regulations will be deemed to be a breach by the Member and the minimum penalty of £50 shall be imposed, which shall be doubled for subsequent offences:

- a) Caddies are not permitted to wear denim jeans. Sandals are not permitted and it is recommended that Training Shoes are worn, as opposed to golf shoes.
- b) Caddies must not behave in a socially unacceptable manner.
- c) Caddies are required to wear and display the caddy-bib or uniform issued to them for the duration of the round. This must be returned upon completion of the round.
- d) No PGA Europro Tour Member may caddy for another PGA Europro Tour Member in a PGA Europro Tour administered tournament.
- e) Caddies are not permitted to mark player's scorecards.

15 (i). Pace of Play

In addition to the provisions laid out on the PGA Europro Tour Conditions of Competiton and Local Rules card the following shall apply:

- a) Any player who has been timed under the PGA Europro Tour Pace of Play conditions and receives a bad time on a minimum of 2 different occasions, will incur a fine of £100 on his third bad time (in addition to any fine for a breach of the Pace of Play conditions). Each subsequent "bad time" will incur a fine of £100 more than the previous fine (in addition to any fine for a breach of the Pace of Play conditions).
- b) The following fines for multiple occasions of timing also apply and are in addition to any fines incurred in (a) above.

4 occasions of timing	£50
8 occasions of timing	£100
10 occasions of timing	£250
Each successive 2 occasions of timing	£250

Note 1: Fines under b) above are in addition to any fines incurred by another part of this Regulation or Condition of Competition.

Note 2: A group who have regained their position after being timed, but subsequently have to be re-timed during the same round, will have that count as a further session of timings.

Note 3: A session of timing will only be recorded if it extends into a second hole however if the group has to be timed again during that stipulated round , a minimum of one session of timing will be recorded.

Note 4: Any player wishing to question any 'bad time', must do so with a PGA Europro Tour Official no later than 30 minutes after the completion of their round. After this time the 'bad time' will stand.

15 (ii). Ruling Requests

If a rules official is called to a ruling which it is determined by the Rules Committee should have been handled by the player themselves, the player concerned may be required to attend a rules briefing before the playing of their 3rd subsequent PGA Europro Tour tournament.

If a player does not attend a briefing by the commencement of his third subsequent PGA Europro Tour tournament he will be replaced in the draw of that tournament by the first reserve.

16. Standard of Dress

During any PGA Europro Tour tournament, at the tournament venue, players shall present a neat appearance in respect of their clothing and personal grooming. Whilst it is virtually impossible to give specific guidelines, the Tournament Director will interpret this regulation along the following parameters:

- a) Shirts – Collarless, sleeveless or transparent shirts must not be worn. Shirts must not be worn outside trousers.
- b) Trousers – Shorts or $\frac{3}{4}$ length trousers may not be worn. Jeans of any colour or type may not be worn and trousers may not be tucked into socks.
- c) Shoes – Training shoes of any type may not be worn.
- d) For the purpose of this rule the PGA Europro Tour tournament venue is the course, clubhouse and environs.

Note: For a breach of this rule a Member shall be fined £50, and the fine doubled for any subsequent offence.

17. Breaches of Etiquette

If any Member is seen, or reported for, breaking any of the under noted rules of etiquette, whether in practice or in the PGA Europro Tour tournament proper, he shall be fined a minimum of £50. Repeated breaches may be considered by the Tournament Director as a breach of the Code of Ethics.

- a) Not repairing pitch marks on the green.
- b) Not raking bunkers.
- c) Having more than one ball in play - other than in accordance with the Rules of Golf - in a practice round, with the following exception: if a player misses the green with his shot to the green he may play one additional practice shot.
- d) Throwing a golf club or any other item or for an audible obscenity or any other act of temper anywhere within the environs of the Club or course.
- e) Abuse of Club or PGA Europro Tour property.
- f) Commencing a practice round, other than on an official practice day, without first obtaining permission from the Club Secretary or Professional.

Note: Breaches of the Code of Ethics are not just restricted to those examples detailed above. The Tournament Director shall be empowered to impose such fines at his discretion. Members fined in this way shall have the right to appeal to the Tour Disciplinary Committee.

18. Practice

- i) Practice shall be permitted in designated practice areas and at designated times only.
 - a) Unless stated otherwise, practice starting sheets will be operated in the Pro Shop/Golf Office of tournament venues. First and last times will be advised, and in the case of Pro Am day, available times around Pro Am requirements.
 - b) If play is suspended for a dangerous situation, whether or not within the hours of Tournament Play, by the Tournament Director, players must cease from using all practice facilities immediately. Notification of practice facilities re-opening after closure will be issued by the Tournament Director or through written correspondence from the PGA Europro Tour on the official notice board.
- ii) During practice rounds the player may have only one ball in play. This is to avoid unnecessarily long practice rounds and damage to the course, however, please make note of the following exceptions:
 - a) If a player misses the green with his approach, he may play one additional shot.
 - b) Not more than three chip shots may be played from beside the green provided such practice does not damage the course.
 - c) Only one bunker shot may be played towards the green from a greenside bunker. All other practice bunker shots in a greenside bunker must be played away from the green.
 - d) Only three practice putts per green are permitted.

The penalty for a breach of this regulation is £100, doubling for subsequent breaches.

- iii) Players are responsible for avoiding misuse of the practice facilities. Misuse includes but is not limited to the irresponsible use of the facilities or balls or the theft of balls provided by either the PGA Europro Tour or associated sponsors. The penalty for breach of this regulation is £100, doubling for subsequent breaches.

19. Public Relations

Members must give full co-operation to any function that may be organised with a sponsor or by a local civic authority. To ensure maximum goodwill it is vital that competitors make every effort to support all public relations activities and fully co-operate with press, radio and television.

20. Returning of Scorecard

In all PGA Europro Tour tournaments the Members must return their scorecard in person to the Official Recorder. For a breach of this rule a Member shall be fined £50.

21. Use of the PGA Europro Tour Name

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 Europro Tour or PGA Europro Tour. 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 Europro Tour or PGA Europro Tour and;
- b) In any way hold himself out as a Member of the PGA Europro Tour or representing or connected with the PGA Europro Tour.

Part 4 – Code of Ethics

1. Fundamental Principles

- 1.1 A Member shall behave with integrity in all professional and business relationships. Integrity requires not only honesty but fair dealing and fair play having due regard for the principles of good sportsmanship.
- 1.2 A Member shall carry out his professional work with due skill, care and diligence and with proper regard for the technical and professional standards expected of him as a Member.
- 1.3 A Member shall conduct himself with courtesy and consideration towards all those he comes into contact with during the course of performing his work.
- 1.4 A Member shall at all times, both on and off the golf course, conduct and present himself in a manner which reflects favourably on the game of golf, upon fellow Members and upon the PGA Europro Tour.
- 1.5 A Member shall not do anything which is likely to injure or discredit the reputation of the Tour or any of its Members, or is contrary to the policy or objectives of the PGA Europro Tour or wilfully violates or disregards any Regulations made pursuant to it.
- 1.6 A Member shall not make reference to his elected or appointed position or office within the Association in the endorsement or promotion of any product or service without the specific written approval of the PGA Europro Tour Committee.
- 1.7 Every Member is bound by these Regulations, rules and procedures and undertakes to abide by them and to use their best endeavours to uphold the good name of the PGA Europro Tour and the game of golf.

2. Members' Responsibility

- 2.1 Members must report:
 - a) details of any conviction of a criminal offence to the PGA Europro Tour Committee within 7 days of their conviction;
 - b) any violation of the Regulations of the PGA Europro Tour, or conduct likely to injure or discredit the PGA Europro Tour, to the PGA Europro Tour Committee at the earliest practicable opportunity. In this context Members must make known their knowledge of any conviction by a court of law or possible criminal record of any Member or prospective applicant for membership to the PGA Europro Tour Committee;
 - c) to the PGA Europro Tour Committee any voluntary arrangement made with creditors or bankruptcy within 14 days of such arrangement or bankruptcy order being made;
 - d) to the PGA Europro Tour Committee any change of residential or business address or any other material change in their personal details within 14 days of such change being made (Failure to comply with this provision may result in a fine of £50).
- 2.2 If a Member wishes to visit or play on a course or golf establishment other than his own he should adopt the following procedures:
 - a) if he is engaged in any professional activity whatsoever (being any activity carried out in his capacity as a Golf Professional and/or PGA Europro Tour Member whether or not for profit) he must discuss the nature of his visit and any business he plans to transact at the establishment with the resident PGA Professional before confirming their arrangements;
 - b) telephone the Club Secretary/Director of Golf or PGA Professional the day before or earlier to ensure the visit can be accommodated;
 - c) make the appropriate introductions to the Club Secretary/Director of Golf or PGA Professional and Club Secretary on arrival; and
 - d) produce a current PGA or PGA Europro Tour membership card to substantiate identity.

- 2.3 A PGA Europro Tour member is not automatically entitled to courtesy round at any venue. This includes venues on the PGA Europro Tour schedule prior to the tournament week. Such courtesy lies at the sole discretion of the Golf Club in question, and they may well charge a green fee.
- 2.4 In the course of their business as a Professional Golfer, Members shall dress smartly and be well presented at all times. In this respect, jeans, training shoes, visible tattoos and unkempt long hair are not acceptable in relation to the professional appearance of a Member of the PGA Europro Tour. Moreover, facial jewellery and unkempt beards are not in keeping with the image of a male Member of The PGA Europro Tour. Members must also comply with the etiquette and dress requirements in Part 3, clause 16 & 17 for tournaments.

3. Disciplinary Procedures

- 3.1 The intention of these procedures is to:
- a) ensure that the Members are aware of their obligations as Professional Golfers and the procedures that will be used by the PGA Europro Tour in enforcing those obligations; and to
 - b) provide a fair and efficient means of resolving disciplinary issues concerning Members in the best interests of the whole membership of the PGA Europro Tour and the game of golf.
- 3.2 Without limitation on the following circumstances, a Member shall be liable to Disciplinary Action if:
- a) he fails to conduct himself in accordance with the principles set in paragraphs 1 and 2 of this Part 4.
 - b) he commits a serious breach of the Rules of Golf established by R&A Rules Limited. and in force at the relevant time; or
 - c) he commits a serious breach or persistent breaches of any Tournament Conditions and Local Rules as defined by the Association.
 - d) he commits any misconduct, including without limitation:
 - i) a criminal offence;
 - ii) financial irregularities;
 - iii) falsification of membership forms;
 - iv) violent, abusive or intimidating conduct;
 - v) abuse of membership privileges, failure to display good manners, etiquette and conduct;
 - vi) canvassing for or gaining business by unprofessional means;
 - vii) critical or derogatory statements about the PGA Europro Tour or any of its Members;
 - viii) non-payment of debts;
 - ix) failure to inform the PGA Europro Tour of any change to residential or business address;
 - x) failure to switch off, and keep switched off, a mobile telephone whilst on the golf course and additionally in areas where the use of a mobile telephone is forbidden by the rules of the relevant host venue;
 - xi) failure to inform the PGA Europro Tour of any criminal conviction, bankruptcy or voluntary arrangement made with creditors (and specifically including the insolvency or entry into voluntary arrangement of any limited company of which the Member is a Director) within 14 days of the said event;
 - xii) failure to bring to the attention of the relevant officials or the PGA Europro Tour any breach of tournament rules or non-observance of the Rules of Golf during competitive play of any nature at the earliest practicable opportunity.

4. Responsibility for Discipline

The PGA Europro Tour Committee, in agreement with The Professional Golfers' Association, have appointed the Association's Executive Committee, hereafter described as the Tour Disciplinary Committee (TDC), to act as the appropriate Committee to consider all serious breaches of the PGA Europro Tour Regulations as described in Part 4 of these Regulations and to act as the appropriate Appeals Committee for any breaches of these Regulations as described in Parts 1, 2, 3 and 4.

- 4.1 Ultimate responsibility for disciplinary matters lies with the Tour Disciplinary Committee ("TDC") appointed by the PGA Europro Tour Committee. The TDC shall ensure the observance of the Code of Ethics and the Regulations by all the Members.
- 4.2 The TDC shall:
- a) exclude any Member who declares a conflicting interest in any matter before the TDC (any such Member being under a positive duty to declare any conflicting interest);
 - b) not conduct any business unless a quorum of three is present;
 - c) comprise such number of Members of the Executive Committee of The Professional Golfers' Association, or their nominated deputies, as determined from time to time by the PGA Europro Tour Committee, subject to a minimum of three members.

5. Procedure (Allegations and Complaints)

- 5.1 The PGA Europro Tour Committee must be informed at the earliest opportunity of any allegation and/or complaint made against any Member where such Member is alleged to have committed a disciplinary offence falling within the jurisdiction of the TDC. This duty to inform the PGA Europro Tour Committee is owed by any Member who becomes aware of any such allegation and/or complaint.

6. Procedure (Notification)

The PGA Europro Tour Committee shall inform the Accused Member in writing of the nature of the complaint against him.

7. Procedure (Suspension)

- 7.1 The TDC will normally consider a complaint before it exercises the right to suspend the Accused Member, but where a complaint is deemed by the TDC or the PGA Europro Tour Committee to be of a serious or potentially serious nature, a power to suspend forthwith from PGA Europro Tour tournaments may be exercised by the PGA Europro Tour Committee, as soon as the complaint is received. Any Accused Member so suspended may appeal in writing, setting out the grounds of the appeal, to the Chairman of the PGA Europro Tour, or the Chief Executive of the PGA, being the person who did not make the decision to suspend under the earlier provisions of this paragraph.

8. Procedure (Investigation)

- 8.1 The PGA Europro Committee may either:
- a) appoint an Investigating Officer to investigate the conduct of that Member ("the Accused Member") and report to the PGA Europro Tour Committee. The Investigating Officer shall not be a member of the TDC; but must be a senior staff member of The Professional Golfers' Association or PGA Europro Tour, or
 - b) investigate the matter by correspondence (oral and/or written) with the Accused Member and any other appropriate individual.
- 8.2 Where the PGA Europro Tour Committee appoints an Investigating Officer, he must inform the Accused Member of the existence of the investigation within 5 days of the said appointment.
- 8.3 The Investigating Officer must, within 28 days of receipt of instruction from the PGA Europro Tour Committee, provide a written report to the Committee of the results of his investigation. The period of 28 days may be extended by the Committee if, in his opinion, such extension is necessary for the proper conduct of the investigation. Such investigation should include interviews with as many relevant witnesses as possible, particularly including any complainant or such witnesses as are identified by the Accused Member. The investigation should, whenever possible, also include an investigatory interview with the Accused Member.
- 8.4 Any Accused Member may be accompanied at any investigatory interview or personal hearing by any fellow Member of his choice.
- 8.5 The Committee shall, on receipt of the Investigating Officer's report or upon conclusion of his investigation by correspondence, decide whether or not further disciplinary proceedings are necessary. The Committee may, in consultation with the Chief Executive or the Chairman, refer the matter to the relevant Committee for disciplinary consideration. In either event the PGA Europro Tour Committee shall inform the Accused Member of his decision as soon as practicable.

9. Procedure (Hearings)

- 9.1 A personal hearing may be required and will, in any event, be offered to the Accused Member. If no personal hearing is deemed necessary by the PGA Europro Tour Committee, or is not requested by the Member, or the Member fails, without reasonable excuse in the relevant Committee's opinion, to appear at the scheduled hearing, the matter will be dealt with by the relevant Committee taking into account the written representations of the Accused Member (if any) together with any other evidence including the report of the Investigating Officer, or any other evidence available.
- 9.2 The Committee will give at least 14 days notice to the Accused Member of the date, place and time of any personal hearing.
- 9.3 Request for postponements with good reason will be considered by the Committee which may, in its absolute discretion, be granted although the relevant Committee retains the right to proceed to deliberation of the matter in the absence of the Member where a postponement has not been granted and the Member fails to attend the scheduled hearing.
- 9.4 Any Accused Member may be accompanied at any personal hearing by any fellow Member of his choice; but only the Accused Member will have the right to address the relevant Committee. Where any Member has been informed by the TDC that any alleged offence of which he is accused, if proven, could lead to his suspension or expulsion, that Member may be accompanied at any hearing by one other person of his choice; but only the Accused Member will have the right to address the TDC unless the TDC consent in their absolute discretion to the accompanying person addressing them.

10. Procedure (Conduct of the Hearing)

- 10.1 The Chairman of the relevant Committee shall have the right to govern the conduct of any hearing in whatever manner he sees fit and shall explain the procedure he intends to adopt to all present at such a hearing at the beginning of that hearing.

- 10.2 The failure of any person involved to attend a hearing, or to answer any question, or to produce any necessary papers shall not prevent the relevant Committee from proceeding to a decision.
- 10.3 The relevant Committee shall not be bound by an enactment or rule of law relating to the admissibility or probative value of evidence in proceedings before a Court of Law.
- 10.4 At any time during the hearing the Chairman of the relevant Committee and members of the relevant Committee, may ask questions of any witness or any person in attendance at the hearing. The relevant Committee may draw such inferences as it considers appropriate from the failure of the Accused Member or any other person to give evidence or answer a question put to them.
- 10.5 The decision of the relevant Committee will be given in writing to the Accused Member within 14 days. Notification of the right of appeal where appropriate will be given at the same time.
- 10.6 A decision of the Tour Disciplinary Committee shall be deemed to be a decision of the PGA Europro Tour and binding on the Member concerned. The PGA Europro Tour Committee will be responsible for keeping a written record of the proceedings of the Relevant Committee and the decisions it reaches, which shall be binding on the PGA Europro Tour and its Members, except when the Relevant Committee is convinced of proven manifest error.

11. Procedure (Witnesses)

- 11.1 The Accused Member and/or the PGA Europro Tour may call such witnesses as they deem appropriate; but the relevant Committee retains the absolute discretion to exclude any witnesses whose evidence it reasonably believes to be irrelevant to the issue before it or not sufficiently material or probative to justify the time spent in hearing it. This discretion also extends to any part of a witness's evidence.
- 11.2 If any witness is called, the Accused Member or members of the relevant Committee or such other person as the Chairman of the relevant Committee may in his absolute discretion allow, may put questions to that witness. If a witness called by either party fails to attend any hearing the relevant Committee, at its absolute discretion, may proceed with the hearing notwithstanding that witness's absence.
- 11.3 Any person acting as a witness shall be permitted to attend the hearing for the purposes of giving evidence only and shall, unless the relevant Committee otherwise decides, be excluded from the hearing except while giving evidence.

12. Procedure (Appeal)

- 12.1 Any Member ("the Appellant") wishing to appeal against a penalty or finding of guilt imposed by the Tour Disciplinary Committee under the disciplinary procedure shall lodge his appeal in writing with the PGA Europro Committee within 21 days of the date of the letter of notification of the decision. Such written notice of appeal must contain the Appellant's grounds of appeal and disclose any new or further evidence that he wishes to be considered as part of his appeal. The time within which such further evidence may be submitted may be extended by the PGA Europro Tour Committee at their absolute discretion on the written request of the Appellant. Appeals from the Tour Disciplinary Committee will be dealt with as follows:
- 12.2 Appeals against any penalty imposed by the TDC will be considered by the Appeal Board of the PGA Europro Tour as follows:
- 12.3 The Appeal Board shall be appointed comprising a quorum of the Board of Directors of The Professional Golfers' Association; being not less than three Board members.
- 12.4 The Appeal Board shall give to the Appellant not less than 14 days notice in writing of the date, time and place of any hearing.
- 12.5 The Appeal Board shall adjudicate upon the matter, taking into consideration such written or oral evidence, and/or seeking such further information as it thinks fit. Any such further information will be disclosed to the Appellant in writing and he may make written representations in respect of it to be sent to the PGA Europro Tour Committee within 7 days from the date of the letter providing the information to the Appellant.
- 12.6 The Appeal Board may cancel, reduce, confirm or increase the penalty under appeal, or substitute a penalty of a different form.
- 12.7 If the penalty under appeal includes suspension, the start of the period of suspension may be deferred by the PGA Europro Committee, with the approval of the Chairman, pending the outcome of the appeal.
- 12.8 If the penalty under appeal is expulsion, the date of removal from the Register of Members will be deferred until the outcome of the appeal under these procedures is known.
- 12.9 Where the appeal is allowed in full and the original penalty is set aside (and not altered or increased) the costs of the appeal will be born by the PGA Europro Tour.
- 12.10 Where the appeal is dismissed the Appellant shall pay all costs (including but not limited to the costs of obtaining legal advice, the expenses of the Appeal Committee in attending any hearing and the expenses of any witnesses required to attend any hearing by the PGA Europro Tour) incurred by the PGA Europro Tour since the date of the original hearing, and the Appellant must pay any fines within fourteen days of dispatch of a letter of notification to the Appellant at his last known address. Non-payment of the fine will result in immediate suspension from membership.
- 12.11 Costs charged under paragraph 12.10 above must be paid within twenty-eight days failing which the Appellant will be suspended from membership. If payment is not made within three months the name of the Member shall be removed from the Register of Members.

- 12.12 Where the Appeal Committee rejects an appeal against expulsion the Appellant may appeal to a specifically appointed independent Queen's Counsel, whose decision, following a hearing, will be final.
- 12.13 The QC appointed to hear such an appeal will be agreed between the Association and the Appellant or, failing such agreement, appointed by The Bar Association.
- 12.14 If an Appellant wishes to make use of this final level of appeal he must inform the PGA Europro Tour in writing within 21 days of the date on which the Appeal Committee's decision to expel or confirm expulsion was posted to him to his last known address.
- 12.15 This final level of appeal will be by way of re-hearing and the appointed QC shall be at liberty to regulate his own proceedings. The Appellant must at least 14 days prior to any hearing submit to the PGA Europro Tour Committee written grounds of appeal and any documents or statements upon which he intends to rely.
- 12.16 On requesting such an appeal the Appellant must pay to the PGA Europro Tour £2,500 as a deposit towards its anticipated costs before the PGA Europro Tour will arrange such a hearing although, in exceptional circumstances, this security for costs may be waived or lowered at the absolute discretion of the PGA Europro Tour Committee on application, in writing, by the Appellant.
- 12.17 Where the appeal is dismissed, the former Member shall pay all costs incurred by the PGA Europro Tour since the date of the hearing by the Appeal Committee. Costs charged under this paragraph must be paid within 28 days failing which County Court proceedings may be issued against the former Member.
- 12.18 Where the appeal is successful any security for costs paid by the Appellant pursuant to paragraph 12.16 above will be returned to the Appellant (without interest).
- 12.19 The independent QC may, having adjudicated upon the matter, cancel or confirm the expulsion or substitute a penalty of a different form.
- 12.20 Where the Appellant withdraws the appeal before the appeal hearing, he shall pay all costs incurred by the PGA Europro Tour since the date of the original hearing. Costs charged under this paragraph must be paid within twenty-eight days failing which County Court proceedings may be issued against the Appellant.

13. Penalties

- 13.1 If a Member is found to be in breach of the terms of the Regulations, the TDC shall have power to impose on the Member one or more of the following penalties:
- (a) censure;
 - (b) fine (for a breach of the Code of Ethics - minimum fine £250);
 - (c) payment of any costs or expenses incurred by witnesses or others in relation to a hearing;
 - (d) suspension from all or any of the rights and privileges of membership;
 - (e) expulsion; or
 - (f) any other penalty deemed appropriate.
- 13.2 As an alternative or addition to paragraphs 13.2 (a)-(f) above the Member may be required to give an undertaking in such terms as the relevant Committee may decide.
- 13.3 With the exception of the circumstances set out in paragraph 12.10 above, fines must be paid within 28 days. If payment is not made by the due date, suspension from membership will follow. If payment is not made within three months the Member's name will be permanently removed from the Register. If payment is made following suspension, but prior to removal from the Register, then the Member's membership privileges may be reinstated at the next meeting of the PGA Europro Tour Committee following receipt of the payment by the PGA Europro Tour.