



# **THE BYE LAWS OF THE ENGLISH BRIDGE UNION LIMITED (the "Company")**

*(standard version – Appendices included in  
summary only)*

**These Bye Laws came into force by ordinary resolution passed by the Company on October 7<sup>th</sup>, 2009. They are binding on all Associations, Affiliated Clubs and Player Members of the Company and on all persons who participate in competitions under the terms of Section 5 of these Bye Laws.**

## **1 INTERPRETATIONS – DEFINITIONS**

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings when used in these Bye Laws:

**"Affiliated Club"** means a bridge club affiliated to the Company, (either by being affiliated to the Company via its affiliation to an Association or by direct affiliation in accordance with paragraph 2.2).

**"Association"** means an association of individual bridge players which complies with the requirements of, and which has been admitted to Constituent Membership in accordance with, paragraph 2.5.

**"Association Subscription"** means a subscription payable by an Ordinary Player Member to the Association of which they are a member in accordance with paragraph 3.8

**"Board of Directors"** shall have the meaning given to that term in the Articles of Association of the Company.

**"Chairman"** shall have the meaning given to that term in the Articles of Association of the Company.

**"Chief Tournament Director"** means the person appointed by the Board of Directors to perform the functions to be determined in accordance with paragraph 4.3 of these Bye Laws.

**"Constituent Membership"** means affiliation to the Company, and the rights thereby enjoyed, by Associations complying with the requirements of paragraph 2.5 and the other requirements of these Bye Laws.

**"Direct Player Member"** is a person who is a Player Member pursuant to paragraph 2.3(c).

**"Disciplinary Rules"** means those rules contained in Appendix A to these Bye Laws.

**"Duplicate Contract Bridge"** means the game known by such name on the date of adoption of these Bye Laws and any other form of competition contract bridge and such other game or games closely akin thereto as may from time to time hereafter be devised or invented.

**"General Manager"** means the person appointed by the Board of Directors to perform the functions to be determined in accordance with paragraph 4.1 of these Bye Laws.

**"Honorary Life Player Member"** is a person who is a Player Member pursuant to paragraph 2.3(b).

**"Law and Ethics Committee"** means the Standing Committee of that name.

**"Open Competition"** shall mean any Duplicate Contract Bridge competition other than one held at the premises of a club or other organisation for its members or employees and their bona fide guests only.

**"Ordinary Player Member"** is a person who is a Player Member pursuant to paragraph 2.3(a).

**"Member"** means a shareholder of the Company.

**"Player Member"** means, an Ordinary Player Member, an Honorary Player Member or a Direct Player Member (but who need not, for the avoidance of doubt, be a Member).

**"Secretary"** shall have the meaning given to that term in the Articles of Association of the Company.

**"Selection Committee"** means the Standing Committee of that name.

**"Standing Committee"** shall have the meaning given to that term in the Company's Articles of Association.

**"Subscription"** means any dues payable by a Player Member or Affiliated Club to the Company for its own benefit (rather than as agent for an Association) in accordance with Section 3, including but not exclusively annual subscriptions and pay to play subscriptions.

**"Subscription Year"** means the period commencing on 1 April in each year and ending on the following 31 March.

**"Tournament Committee"** means the Standing Committee of that name.

**"Tournament Manager"** means a person appointed by the organiser of any Open Competition to control and be responsible for the organisation and management of such Open Competition.

**"Treasurer"** means the person appointed by the Board of Directors to perform the functions to be determined in accordance with paragraph 4.4 of these Bye Laws.

1.2 Unless the context otherwise requires, in these Bye Laws:

- (a) words denoting the singular include the plural and vice versa; and
- (b) words denoting any gender include all other genders.
- (c) paragraph headings are for convenience only and shall not affect the interpretation of these Bye Laws, and any reference to a Section or paragraph is to the relevant Section or paragraph of these Bye Laws.

1.3 For the purposes of section 5 (Licences) and the definition of "Open Competition", a member of an Affiliated Club, Association or other organisation is one who is entitled to substantial benefits in common with other members of such Affiliated Club, Association or other organisation (Provided That being unable to participate in any particular competition shall not preclude a person from being a member for these purposes) and a person shall not be considered an employee of an Affiliated Club, Association or other organisation if their employment is mainly related to the competition in question. The decision of the Board of Directors (upon such evidence as it shall require) as to whether or not a person is to be deemed a member, employee or bona fide guest for the purposes of section 5 (Licences) and the definition of "Open Competition", shall be a final and binding decision.

## **2 MEMBERSHIP**

### **2.1 Constituent Members**

Subject to the provisions of paragraph 2.5, Associations shall be admitted to Constituent Membership of the Company and, subject to paragraph 3.9, shall not be required to pay any Subscription to the Company.

### **2.2 Affiliated Clubs**

Any club becomes affiliated to the Company upon payment of an annual subscription, the amount of which shall be fixed from time to time by the Members in general meeting. Any club which is affiliated to an Association shall be affiliated to the Company and any club which, for geographical reasons, cannot be affiliated to an Association may become affiliated to the Company directly.

### Affiliated Clubs

- (a) shall comply with such conditions as the Board of Directors shall from time to time impose, which conditions the Board of Directors, may vary, add to or revoke;
- (b) shall be entitled to receive all publications issued by the Company upon payment of the charge, if any, therefore; and
- (c) may, without express permission or licence from the Company, hold competitions in the club premises or elsewhere for its members and their bona-fide guests.

### 2.3 Individual Player Members

Any person becomes a Player Member upon payment of the Subscription (if any) appropriate to his kind of membership as set out below. The amount of the Subscription for each Subscription Year shall be fixed by the members of the Company by ordinary resolution in general meeting and shall be paid directly to the Company or paid to the relevant Club or Association and then passed on to the Company as appropriate. The different categories of membership for Player Members are:

- (a) 'Ordinary Player Members', who are persons who are members of an Affiliated Club and who become Player Members by being members of an Affiliated Club are required to pay through their Affiliated Club as agent for the Company, whatever Subscription is determined by the Company and the Association in accordance with these Bye Laws to be payable by such persons;
- (b) 'Honorary Life Player Members', who are persons who become Player Members by being so elected by the Company at one of its general meetings upon the recommendation of the Board of Directors, and who shall not be required to pay any Subscription to the Company;
- (c) 'Direct Player Members', who are persons who for geographical or other reasons may become Player Members by being admitted to direct membership of the Company upon payment directly to the Company of whatever Subscription is determined by the Company in accordance with these Bye Laws to be payable by such persons;
- (d) such other categories of membership for Player Members as may be decided by the Board of Directors from time to time.

2.4 Player Members shall be entitled to the benefits of membership set out in paragraph 3.7, and to enjoy the other rights of player membership as may be decided by the Board of Directors from time to time.

2.5 An Association shall, subject to the provisions of the Company's Memorandum of Association, be admitted to Constituent Membership of the Company upon application to the Company and shall continue to hold such Constituent Membership provided that it complies at all times with the following conditions:

- (a) the Association shall at the time of its admission to Constituent Membership of the Company have at least fifty (or such lesser number as the Board of Directors may determine from time to time) individual members who are (or would be, upon such Association being admitted to Constituent Membership of the Company) eligible to be Ordinary Player Members;
- (b) it shall be a condition of individual membership of the Association that its individual members also become Player Members of the Company;
- (c) the Association shall conduct its affairs in accordance with a constitution which must be approved by the Board;
- (d) all of the Association's members shall have equal rights in the conduct of its affairs; and

- (e) the members of the Association shall be drawn from a county (or such other defined area as is approved by the Board of Directors) in England, the Channel Islands or the Isle of Man.

- 2.6 The Board of Directors may at any time upon application agree to the sub-division of any Association or to the merger of any two or more Associations (with the resultant Associations or Association maintaining their Constituent Membership) Provided Always That such merger may only be sanctioned when made between geographically adjacent Associations.
- 2.7 Any Association may be excluded from receiving, or may be divested of, Constituent Membership of the Company in accordance with the Company's Articles of Association. An Association which has been so excluded or divested of Constituent Membership shall forfeit all interests (if any) in the assets of the Company and all rights and privileges afforded by Constituent Membership with immediate effect.

### **3 SUBSCRIPTION AND COMPETITION ENTRIES**

- 3.1 The level of Subscription (or levels, should it be determined that different levels shall apply to different categories of membership for Player Members) shall be fixed by the Company by ordinary resolution at each Annual General Meeting and shall take effect on the commencement of the next following Subscription Year.
- 3.2 The Secretary shall notify any changes to the level of Subscriptions made in accordance with paragraph 3.1 as soon as is practicable after the Annual General Meeting to all Associations, Affiliated Clubs and Direct Player Members.
- 3.3 Annual Subscriptions for each Subscription Year shall be due and payable to the Company by the commencement of such Subscription Year.
- 3.4 A person becoming a Direct Player Member during the course of any Subscription Year may, if the Board so determines, pay such amount of the applicable annual subscription as is proportionate to the amount of the current Subscription Year then remaining (rather than a full annual subscription).
- 3.5 A Direct Player Member who either has not paid his annual subscription before the end of the Subscription Year (if required to do so), or who submits his resignation in writing to the Company, shall cease to be a Player Member forthwith or on the later date (if any) specified in his resignation as the case may be. Any such person who ceases to be a Player Member shall remain liable to pay his appropriate annual subscription in respect of the whole or part of the Subscription Year during which he ceased to be a Player Member, and shall not be permitted to become a Player Member at any time at which and such liability remains outstanding.
- 3.6 Without prejudice to the provisions of paragraph 3.5, a Player Member who has not paid his annual subscription for a particular Subscription Year (if required to do so) by 1 August in that Subscription Year shall forfeit all rights afforded by the Company and any Association to Player Members until he has done so, but shall remain subject to the obligations imposed on Player Members as set out in these Bye-Laws.
- 3.7 A Player Member who has paid his annual subscription in respect of any Subscription Year (or who is not required to do so pursuant to paragraph 2.3):
  - (a) shall be entitled to participate in any Open Competition which is organised by the Company and which commences in that Subscription Year, subject to such Player Member complying in all respects with the conditions of entry to such competition and subject further to any limitation placed on the numbers and qualifications for entrance and to any circumstances beyond the control of the Company; and
  - (b) shall be entitled to participate in any competition which is organised by any other organisation, which is sanctioned by the Company and which commences in that Subscription Year or which the organiser of the competition deems to appertain to

that Subscription Year, even though it may occur wholly or in part in the Subscription Year(s) immediately preceding or following the Subscription Year in question.

- 3.8 Each Association shall at all times keep the Company informed of the applicable level or levels of the Association Subscription levied by it on its members from time to time.
- 3.9 The Company, Associations and Clubs may, where appropriate, collect subscriptions as agents for each other. The payments shall be passed to the relevant entity as soon as practicable.
- 3.10 No person may become a member of an Association or enjoy any benefits of such membership during any Subscription Year unless his appropriate Subscription to the Company in relation to such Subscription Year has been paid.
- 3.11 Subject to any terms imposed by an Association, a Player Member may be a member of any number of Associations in any Subscription Year Provided That
- (a) he has paid to the Company a Subscription (if any) appropriate to his kind of membership in relation to that Subscription Year and
  - (b) he indicates to the Company which Association he considers to be the primary Association of which he is a member for the purposes of Article 4 of the Company's Articles of Association.
- 3.12 A Player Member shall promptly:
- (a) pay to the Company any entry fees payable by him for entry to competitions organised by the Company,
  - (b) pay to the Company any charges he may incur for the supply of materials, equipment or services by the Company, and
  - (c) reimburse the Company for any sums which the Company may reasonably have disbursed on his behalf.

#### **4 GENERAL MANAGER AND CHIEF TOURNAMENT DIRECTOR**

- 4.1 The duties of the General Manager shall be in accordance with the job description determined by the Chairman from time to time in consultation with the General Manager. Such duties shall include the preservation of documents, account books and the records of the Company and generally the supervision of the business of the Company, subject to and in accordance with the lawful directions of the Company and the Board.
- 4.2 If at any time there shall be no General Manager his duties shall be allocated by the Board of Directors at its discretion between the Secretary and the members of staff of the Company. In such circumstances, every reference to the General Manager in these Bye Laws shall be read and construed as a reference to the person for the time being carrying out that duty in accordance with this paragraph 4.2.
- 4.3 The duties of the Chief Tournament Director shall be in accordance with the job description determined by the Chairman from time to time in consultation with the Chief Tournament Director.
- 4.4 The duties of the Treasurer shall be in accordance with the job description determined by the Chairman from time to time in consultation with the Treasurer.

#### **5 LICENCES**

- 5.1 All Open events run under the auspices of the Company, an Association or a Club require a Licence from the Company or Association except where exempted by the Company or Association. The relevant authority being the Association in the case of a competition restricted to members of such Association or, in all other cases, being the Company acting by the Board of Directors or such other committee as the Board shall from time to time appoint for such purpose.

- 5.2 It shall be a required condition of entry to any competition organised, sanctioned or licensed by the Company or by an Association that each participant expressly submits himself to these Bye Laws of the Company, and in particular to the Disciplinary Rules (whether or not he is a paid up Player Member of the Company).
- 5.3 The appropriate authority (being an Association or the Company as appropriate) shall be entitled at its discretion to grant or refuse a licence for an Open competition pursuant to paragraph 5.1 and to charge or not charge a fee for any licence it may grant.
- 5.4 Licences for Open Competitions issued by the Company shall be in writing and it shall be a duty of the Tournament Manager or other persons having control of any Open Competition requiring a licence to exhibit such licence in a prominent place on the premises where the Open Competition is being held and to certify on the entry form, if any, and on other literature relating to the Open Competition, that a licence has been obtained.
- 5.5 Any Tournament Manager of any Open Competition for which a licence is required submits himself to these Bye Laws of the Company, and in particular to the Disciplinary Rules (whether or not he is a paid up Player Member of the Company) and, if such a licence has not been obtained, shall be guilty of an offence under the provisions of the Disciplinary Rules which shall apply to such person *mutatis mutandis*.

## **6 CONDUCT**

- 6.1 The conduct of Player Members, persons submitting themselves to the Bye Laws of the Company under paragraphs 5.2 and 5.5, and other persons and organisations directly or indirectly affiliated to the Company, shall be regulated in accordance with the Disciplinary Rules (and, for the avoidance of doubt, such Disciplinary Rules form part of these Bye Laws for the purposes of paragraph 8 below).
- 6.2 Appeals to the Company from the disciplinary decisions of an Association shall be dealt with in accordance with the provisions of Appendix B to these Bye Laws (and, for the avoidance of doubt, Appendix B forms part of the Disciplinary Rules and therefore part of the Bye Laws for the purposes of paragraph 8 below).
- 6.3 These Disciplinary Rules shall apply to all disciplinary matters save for those where a Defendant has been charged with an offence at the date these Bye Laws come into force or where the conduct complained took place prior to the date these Bye Laws came into force and such conduct can amount to an offence under these Rules.

## **7 STANDING COMMITTEES AND TERMS OF REFERENCE**

The Board may formulate terms of reference of any Standing Committee or officer of the Company and, if any such terms of reference are so settled, they shall be appended to these Bye Laws for information (but, for the avoidance of doubt, they shall not form part of these Bye Laws for the purposes of paragraph 8 below).

## **8 ALTERATION OF BYE LAWS**

These Bye Laws may be amended, or new Bye Laws adopted, by ordinary resolution of the Company provided that notice of such proposed amendment or new Bye Law has been duly given in accordance with the Articles of Association of the Company.

## **APPENDICES**

Appendix A contains the Disciplinary Rules of the Company. Appendix B contains the provisions relating to appeals to the Company from Disciplinary decisions of County Associations. Copies of the full text of both Appendices are available from the Company's Aylesbury offices on request.

A summary of the main provisions of the Disciplinary Rules (Appendix A) follows.

## **SUMMARY OF MAIN PROVISIONS OF THE DISCIPLINARY RULES**

***Important Note – this summary is intended to assist members by providing a brief summary of the main provisions of the Disciplinary Rules. It has no official status under the Bye Laws or the Rules themselves, and is not intended as a substitute for the full Rules, which should be consulted in the event of any disciplinary matter arising.***

### **JURISDICTION (RULE 2)**

The Rules apply to all individual EBU members ("Player Members"), to affiliated Associations and Clubs, to tournament and other officials and to players who play in EBU, County and Licensed events.

### **OFFENCES (RULE 3)**

Disciplinary Offences include:-

- Breaches of the Bye Laws or Articles of the EBU;
- Breaches of the Laws of Duplicate Contract Bridge and other regulations and conditions of contest;
- Unfair or dishonest play;
- Other conduct falling below accepted standards; and
- Failure to respond fully or truthfully to enquiries by the Laws & Ethics Committee.

### **DISCIPLINARY RESPONSIBILITIES (RULES 4-6)**

The Laws and Ethics Committee is responsible for the investigation of disciplinary matters, for the decision as to whether formal disciplinary proceedings should be taken, and for prosecution of such proceedings before the Disciplinary Committee.

The Disciplinary Committee is responsible for determining whether a disciplinary offence has been committed and if so for imposing a sanction.

### **PROCEDURES (RULES 7-9)**

The Rules set out detailed procedures designed amongst other things to ensure that persons facing disciplinary proceedings have the opportunity to defend themselves.

A disciplinary case which is defended will lead to a formal face to face hearing before the Disciplinary Committee. There is provision for a less formal procedure where the offence is admitted.

Advice about the procedures may be available to assist persons facing disciplinary proceedings.

### **APPEALS (RULE 10)**

A person found guilty of a disciplinary offence has a right of appeal to the Appeals Committee.

The Laws and Ethics Committee has a right of appeal which is confined to the question of sanctions imposed.

**SANCTIONS (RULE 11)**

Disciplinary sanctions which may be imposed include:-

- Expulsion or suspension from membership for a specified period;
- Suspension from participation in one or more competitions;
- A reprimand; and
- A fine of up to £500.