



## TRANSPORTATION POLICY

This is the Transportation Policy and will be referred to as such in all events organised and managed by Northumberland ladies County Golf Association (NLCGA). It sets out the circumstance in which golf buggies or other forms of acceptable motorised transport may be used in NLCGA events. For the purpose of this policy the term “Buggy” refers to any form of acceptable motorised transport.

This policy relates to the use of motorised vehicles which are hired by an individual at a golf course and motorised transport which is owned by an individual.

### 1. Aim Of This Policy

The NLCGA wishes to encourage participation in golf by all players regardless of disabilities within the meaning given by the Equality Act 2010. This document sets out the circumstances in which the NLCGA will allow the use of motorised transport in all NLCGA organized competitions, including inter-club Shield matches, Percy and Evening League competitions.

### 2. Definitions

- 2.1. “Disability” shall have the same meaning as section 6 of the Equality Act of 2010. A person has a disability if she has a physical or mental impairment which has a substantial and long term adverse effect on her ability to carry out normal day to day activities. This means any player or caddie who cannot partake without ride on transportation due to a disability within the meaning of the legislation.
- 2.2. “Temporary injury or impairment” shall mean that for a period of time (no longer than three months) the player or caddie is unable to take part in the NLCGA organized competitions due to a short term illness, injury or other impairment.

### 3. The General Rules

- 3.1. This Policy applies in all NLCGA competitions and a permit must be applied for via the NLCGA website. The term “buggy” is used to cover all types of acceptable motorised transport.
- 3.2. Short term injuries such as broken bones, pulled muscles, or any other medical condition which does not meet the definition of a “Disability” under the Equality Act 2010, do not meet the criteria for the permanent use of motorised transportation, but may meet the criteria for a temporary permit.
- 3.3. The permit covers the Individual to whom it is registered only.
  - a) Player certified, no caddie present – all equipment allowed on the buggy with player.
  - b) Player certified with uncertified caddie – only player allowed on buggy, no equipment or caddie allowed on buggy.



- c) Caddie alone certified – all equipment allowed on buggy with caddie – player not allowed on buggy.
- d) Both caddie and player certified – all equipment, player and caddie allowed on buggy.

#### 4. Permanent Buggy Permit

- 4.1. Motorised transportation may only be used with the prior approval of the NLCGA (The “Committee”)
- 4.2. The Committee may approve a request to use motorised transport (a “Buggy Request”) only if such request complies with the following requirements:
  - i. The player or caddie submits a validly completed Buggy Request Form via the NLCGA website in accordance with this policy by the Relevant Date; and
  - ii. The player or caddie’s Buggy Request Form confirms that the player or caddie has a Disability and this is supported by a letter from a medical professional: and
  - iii. In NLCGA’s reasonable opinion, the use of a golf buggy is a reasonable adjustment in light of that Disability; and
  - iv. The Committee receives the request via the online form at least 14 days before the commencement date of the relevant competition(s).
- 4.3 For the purposes of this policy, “Disability” means a physical or mental impairment that has a substantial and long-term (*12 months or more*) adverse effect on a person’s ability to carry out normal day-to-day activities or play a round of golf and shall be interpreted consistently with the meaning given in section 6 of the Equality Act 2010.
- 4.4 The Committee may refuse a Buggy Request if the Buggy Request Form required by section 4.2 above is not submitted to the NLCGA at least 14 days before the commencement date of the relevant competition(s) (the “Relevant Date”).
- 4.5 The Committee may not without good reasons refuse a Buggy Request if the criteria in this section are met. However, the Committee may refuse a Buggy Request if the Committee has reason to believe that the individual who will use the motorised transportation will not do so safely and/or in accordance with all relevant rules.
- 4.6 Where a player is under the age of 18 years and has met the criteria in this section the Committee reserves the right to specify that the golf buggy is driven by another person of the Committee’s choice in the event that the person having parental responsibility for the player is unable or not competent or qualified to do so.



- 4.7 Where the Disability prevents the player from driving the buggy, they may nominate a third party to drive the buggy for them, they must be approved by the Committee in the event that permission is granted.

## 5. Temporary Buggy Permit

- 5.1. Motorised transportation may only be used with the prior approval of the NLCGA (the “Committee”).
- 5.2. The Committee may approve a request to use motorised transport (a “Buggy Request”) on a temporary basis if such request complies with the following requirements:
- i. The player or caddie submits a validly completed Temporary Buggy Request Form via the NLCGA website in accordance with this policy by the Relevant Date; and
  - ii. The player or caddie’s Buggy Request Form confirms that the player or caddie currently has the stated injury or other impairment which temporarily affect their ability to carry out normal day-to-day activities or play a round of golf; and
  - iii. In NLCGA’s reasonable opinion, the use of a golf buggy is a reasonable adjustment in light of that stated injury or impairment.
- 5.3. The Committee may not without good reasons refuse a Buggy Request if the criteria in this section are met. However, the Committee may refuse a Buggy Request if the Committee has reason to believe that the individual who will use the motorised transportation will not do so safely and/or in accordance with all relevant rules.
- 5.4 Where a player is under the age of 18 years and has met the criteria in this section 5, the Committee reserves the right to specify that the golf buggy is driven by another person of the Committee’s choice in the event that the person having parental responsibility for the player is unable or not competent or qualified to do so.
- 5.5 Where the injury or impairment prevents the player from driving the buggy, they may nominate a third party to drive the buggy for them, they must be approved by the Committee in the event that permission is granted.
- 5.6 A Temporary Buggy Certificate is valid for three months but may be extended on receipt of a letter from a medical professional.

## 6 Authorisation to Use a Buggy

- 6.1. Following receipt of a valid Buggy Request, the Committee will consider and respond to the request. The Committee may either accept or reject a Buggy Request.



- 6.2. Where a Buggy Request is accepted, the Committee will issue the player with a certificate (a “**Buggy Permit**”), either on a permanent or temporary basis, which shall constitute evidence that the player has received authorisation to use **motorised transport**.
- 6.3. A Permanent Buggy Permit is valid on a permanent basis from the date of issue.
- 6.4. A Temporary Buggy Permit is valid for one competition only or from the date of issue until a specified date. This period of time will be for no longer than three months.
- 6.5. Where the Committee refuses a Buggy Request, the player shall be informed of the decision, the reasons for it and the right to appeal this refusal to the Appeals Committee in accordance with this policy.

## 7. Enforcement and Evidence

- 7.1 **For a temporary Buggy Permit** Players and Caddies are required to ‘self-certify’ that they meet the criteria to use motorised transportation in accordance with this Policy. No medical evidence or doctor’s reports will be required in the first instance. However, the Buggy Request form must show the name and email address of the Club Captain who must be fully satisfied that the use of a golf buggy is a reasonable requirement taking into account the declared Disability.

**For a Permanent Buggy Permit** the Buggy Request form must show the name and email address of the Club Captain who must be fully satisfied that the use of a golf buggy is a reasonable requirement taking into account the declared Disability. **A request for a permanent buggy permit must be supported by a covering letter from a medical professional**

- 7.2. Notwithstanding the above, if the Committee has reasonable grounds to suspect that a Player or Caddie has applied for and received a Buggy Certificate based on incorrect or false information, the Committee may revoke authorisation to use motorised transport and invalidate a Buggy Certificate by giving notice to the Player or Caddie in writing, by email, or by phone.
- 7.3. Where the Committee revokes or invalidates a Buggy Certificate in accordance with paragraph 7.2 above, the Committee may require a Player or Caddie to submit further medical evidence from a practicing medical professional (GP, Consultant, Surgeon etcetera) before a Buggy Certificate is reissued.
- 7.4. If a Player or Caddie submits a Buggy Request which contains misleading or untrue information and subsequently uses a buggy where they otherwise would not be entitled to do so, the NLCGA reserves the right to disqualify that player from any relevant competition or match, apply any appropriate penalties or sanctions allowed by the Rules of Golf, and/or take disciplinary action where it deems appropriate.



## TERMS & CONDITIONS FOR THE USE OF **MOTORISED TRANSPORT**

### 1: Conditions for use of **Motorised Transport**

A player, caddie or other third party permitted to use a buggy must agree to the following terms and conditions of use:

- ❖ The user of the buggy must abide by the Golf Course Traffic Management Policy of the host club which will be available from the club before playing.
- ❖ The user of a buggy which is rented at a Club must ensure there is adequate provision of personal liability insurance – either via the Host Club or via their own insurance.
- ❖ **In the event an individual wishes to use their own form of motorised transport prior permission must be arranged with the Host Club ahead of the competition.**
- ❖ **Subject to the pre-arranged permission of the Host Club and proof of appropriate public liability insurance a user may be permitted to operate their own motorised form of transport. A copy of the insurance certificate should be available for the Host Club and County to view on the day of the competition. If a Host Club refuses permission for a user owned motorised form of transport to be used on their property the County will abide by the decision of the Host Club. Any arrangements for the charging of a user owned form of motorised transport is a matter for the Host Club and the user.**
- ❖ Any person operating a buggy must do so with the utmost courtesy, care and consideration for the safety and convenience of others and in accordance with any relevant golf buggy operating guidelines
- ❖ The committee may require that a buggy must not exceed walking pace
- ❖ A buggy shall be for the sole use of the player and her equipment, unless the NLCGA Committee has deemed that for reason of age or disability a third party is required to drive the buggy
- ❖ Where a player is under the age of 18 years and has met the criteria to use a buggy the NLCGA Committee shall reserve the right to specify that the buggy is driven by another person of the NLCGA Committee's choice
- ❖ A buggy must not impede or interfere with normal pedestrians or vehicular traffic flow on roadways, ramps and pavements



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- ❖ Drivers of golf buggies must remain seated in the golf buggy at all times when the vehicle is in motion
- ❖ Drivers of buggies must comply with directional signs and not use prohibited areas including public highways and pavements
- ❖ A player who has been granted permission to use a buggy (or any caddie or other third party who has been permitted to drive the buggy) must accept responsibility for any losses or injury sustained as a result of his or her fault whilst using a buggy
- ❖ A player who has been granted permission to use a personal buggy (or any caddie or other third person who has been permitted to drive the buggy) must have adequate personal and third party insurance
- ❖ NLCGA must be informed of the intention to use a buggy when applying to enter a competition and the NLCGA Buggy Permit and insurance certificate (for a personal buggy) produced on the day of the competition
- ❖ When picked to play in a Shield or any other Team match the opposing Team Captain must be informed of any player intending to use a buggy seven days before the match or in exceptional circumstances, if within seven days, as soon as possible before the match. The NLCGA Buggy Permit and insurance certificate (normally only required for a personal buggy) must also be produced on the day of the match

*It is the responsibility of the user of the buggy to book and pay for the buggy and sign any documentation requested by the host club or confirm that she can use a personal buggy. She must also check if she is hiring a club buggy whether she will be covered by the club's insurance.*

### **2: Conditions that may affect the use of **Motorised Transport****

Where a player or where appropriate a caddie or third party has been granted a permit to use a buggy there may be other factors that affect the safe use of a buggy such as

- ❖ Any relevant weather conditions
- ❖ The topography and ground conditions
- ❖ The condition of and suitability of the buggy
- ❖ Any other relevant considerations which could impede the safe use of a buggy or impact on the safety of others



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At the start or during the competition in the event that the NLCGA Committee or the host club believes that for reasons of health and safety a buggy should not be used by players, caddies or third parties at a particular time they may:

- ❖ Refuse to grant permission for the use of a buggy, and shall inform the player, caddie or third party of this of the decision; or
- ❖ Revoke any such permission in the event of new health and safety considerations having come to light since the granting of the initial permission to use a buggy

**Failure to agree to these terms and conditions may result in the player, caddie or other third party being denied permission to use a buggy.**