



1 Prince George Ave/Laan Brakpan

Tel: (011) 740-0016

E-mail: royaloak168@gmail.com

MEMBERSHIP APPLICATION

ID NUMBER: _____ **(ID COPY TO BE ATTACHED)**

TITLE: _____

NAME: _____

SURNAME: _____

DATE OF BIRTH: _____ / _____ / _____ **GENDER:** _____ **AGE**
(YEARS) _____

POSTAL ADDRESS: _____ **LANDLINE:** _____

_____ **WORK PHONE:** _____

_____ **MOBILE:** _____ **E-MAIL**
ADDRESS _____

STUDENT NO: _____ **(STUDENT CARD COPY TO BE ATTACHED.)**

GOLF CLUB OF WHICH APPLICANT IS PRESENTLY/PREVIOUSLY A MEMBER.

PREVIOUS CLUB'S NAME: _____ **SAGA ID NO:** _____

TELEPHONE NO _____ **CURRENT OFFICIAL HANDICAP** _____

I _____ agree to abide by the CLUB rules (as attached)

(SIGNATURE OF APPLICANT) _____

DATE _____ **SIGNATURE (Guardian if applicable)**

MEMBER PROPOSING: NAME _____

MEMBER

NO# _____

MEMBERSHIP REQUIREMENTS

JUNIOR MALE (<19) JUNIOR FEMALE (<19)

- JUNIOR MALE
- JUNIOR FEMALE

STUDENT MALE (19-25) STUDENT FEMALE (19-25)

- STUDENT MALE
- STUDENT FEMALE

FULL MALE (>26) FULL FEMALE (>26)

- FULL MALE
- FULL FEMALE

FULL MALE SENIOR (60+) FULL MALE (60+)

- FULL MALE SENIOR
- FULL FEMALE SENIOR

IN ADDITION TO MY MEMBERSHIP, I WOULD REQUIRE THE FOLLOWING:

TRANSFER TO ROYAL OAK COUNTRY CLUB HANDICAP & AFFILIATION

- YES
- NO

UNLIMITED PER-PAID ROUND

-

ANY OTHER REQUIREMENTS

METHOD OF PAYMENT

- CASH
- EFT CREDIT CARD

ROYAL OAK COUNTRY CLUB (PTY.) LTD

BANKING DETAILS: CAPITEC BUSINESS/LTD

ACCOUNT TYPE: CAPITEC BUSINESS ACCOUNT

ACCOUNT NO: 1051732468

1. ACC TYPE: BUSINESS

BRANCH CODE:4515

FOR OFFICE USE ONLY APPROVED BY GM

_____ DATE _____ CLUB MASTER

SYSTEM _____ HNA SYSTEM _____ TRF

ACTIONED BY _____

DATE _____

MEMBERSHIP AGREEMENT

1. THE PARTIES

1.1 THE PARTIES TO MEMBERSHIP AGREEMENT (“this club Agreement”) are:

1.1.1 ROYAL OAK COUNTRY CLUB (Pty) Ltd (“the club”) and

1.1.2 the Applicant specified in the Contract Schedule, (together referred to as the “Parties”)

1.2 The Parties agree as set out below.

2. INTRODUCTION

2.1 The Applicant wishes to apply for, and the Club wishes to grant to the Applicant, membership to the ROYAL OAK COUNTRY CLUB provided all documentation is completed.

2.2 The provisions contained in the Contract Schedule as well as the membership Rules and regulations forming part of Membership Documentation shall apply to this AGREEMENT.

3. SUBSCRIPTION OF MEMBERSHIP

3.1 The Applicant hereby applies for and the Club agrees to grant to the Applicant, membership and of such category as specified in Contract schedule (hereinafter referred to as “the membership”).

3.2 The membership shall become effective upon the signature of this agreement by all Parties and payment of the membership fee as determined in clause 4 below (the “Commencement Date”) and shall endure for the current calendar year or indefinitely unless terminated in accordance with the provisions of 8.

3.3 Once the membership becomes effective, the Applicant shall be referred to as “the member.”

4 MEMBERSHIP FEES AND PAYMENT

4.1 The Applicant shall be liable for such membership fees as may be applicable from time to time for the membership and category of membership specified in this Contract Schedule.

4.2 The Club reserves the right to increase the membership fees in each calendar year with such amount as the Club in its sole and absolute discretion deems appropriate.

4.3 The Applicant shall be liable for the payment of membership fees as follows (“MEMBERSHIP FEES”):

4.3.1 A non-refundable subscription fee is payable upon signature of this agreement.

4.3.2 In the event that membership commences other than at the beginning of the year, a non-refundable pro rata subscription fee is payable upon signature of this agreement.

4.3.4 The first annual subscription fee is payable on 1 January 2022 and each subscription fee, on or before 1st January of each year thereafter, and

4.4 Any amount payable in terms of this agreement and unpaid on due date shall bear, calculated from the due date of payment until the date of actual payment and compounded monthly.

MEMBERSHIP AGREEMENT

5 TERMS OF MEMBERSHIP

5.1 The Applicant shall, with effect from the Commencement Date, be entitled to the use and enjoyment of the Club and facilities in accordance with the type of membership applied to, and subject to the specific membership and category of membership as set out in this Agreement.

5.2 The Applicant agrees that he/ she shall be bound by the Rules and Regulations of the club and any other requirements and policies adopted by the Club from time out time in relation to the Club and /or its facilities and any amendments thereto have made by the club in its sole discretion from time to time , which Rules, and other requirements and policies, shall from an integral part of this Agreement.

5.3 The Applicant acknowledges and declares that he/she has read and understood the Membership Rules and Regulation attached to this Agreement and agrees to comply with such RULES and REGULATION as provided for in this Agreement.

6 CONDITIONS OF MEMBERSHIP CATEGORIES

6.1 Age Group categories

A member has rights to a respective age group category, based on his/her age as of the 1st of January of that specific membership year.

6.2 Senior

A senior member is an individual who is over the age of 60.

6.3 Student Membership

A Student Membership allows the Member to have general access to the Club's facilities (including golf playing rights during the week and weekend. Student Member are up to the age of 25 years and is only applicable to those individuals who are full time student at a bona fide institution within SOUTH AFRICA.

6.4 Junior Membership

A Junior Membership allows the Member to have general access to the Club's Facilities (including golf playing rights during the week and under the supervision of a parent / guardian on weekends. Junior Members are up to the age of 18 years

7. LIABILITY AND INDEMNITY

7.1 The Applicant acknowledges and confirms that he/she is aware that golf is an inherently dangerous sport and the player might be susceptible to personal injury because of using a golf cart, golf clubs and/or golf balls.

7.2 The Club , its Applicant ,affiliates directors , owners, employees ,instructors, or agents(together referred to as the" related parties ") shall not be liable for any property damage or personal injury/ theft suffered by the Applicant and /or its facilities due to any cause whatsoever (including negligence on the part of the Club and/or any of the related parties to safeguard or protect the Applicant and/or his /her guests from the risk, dangers and hazards of using of the golf Club and /or its facilities (including for property damage, loss , the personal property ,personal injury or death) and in this regard the Applicant hereby waives any and all claims he/she may have against Club .

7.3 The Applicant indemnifies and hold harmless the ROYAL OAK COUNTRY CLUB for all liabilities for property damage, loss theft of personal property personal injury or death suffered by the Applicant and/her guests, howsoever arising in connection with ,or incidental to, the use of the golf club and /or it is guests.

8. TERMINATION OF MEMBERSHIP

8.1. The membership of the Applicant as well the provision of this Agreement, shall terminate on the occurrence of any one or more of the following events;

8.1.1 by the provision by the Applicant or the Club of at Least 3 months' written notice of

8.1.2 at any time by the provision by Club of written notice of termination to the Applicant, after an Event of Default has occurred.

8.2 The parties agree that there shall be no refund of any of the Membership fees paid in terms of this Agreement in the event of termination of this Agreement in accordance with 8.1

8.3 Event of default

An event of default (“Event of Default”) shall occur if:

8.3.1 The Applicant fails to pay any Membership fee or any other amount payable by the applicant to the Club on the due date or

8.3.2 The Applicant commits any other breach of this Agreement (including the Membership rules and regulations) and fails to remedy such breach within 5 business days after the club has given a written notice to the Subscriber requiring the Applicant to remedy the breach or

8.3.3 The Applicant and/or a Guest of Applicant in any period of 12 months breaches any provision of this Agreement (including the Membership Rules and period commits so many breaches of any this Agreement (including the Membership Rules and Regulations) in such manner as to justify the Club in holding that conduct its obligations under this Agreement (including the Rules); or

8.4 Should an Event Default occur; the Club shall be entitled but not obliged to in addition to any other rights it may have or remedies which be available to it:

8.4.1 obtain an order against such defaulting Party for specific performance, with or without claiming damages: or

8.4.2. Claim such damages as it may have suffered in lieu of specific performance, together with all amounts owing under or in terms of this Agreement, whether or not such amounts have become due for payment.

9. MEDIATION/ARBITRATION

9.1 In the event of any dispute or difference arising out of or in connection with this Agreement with regard to the interpretation, implementation, or enforcement of this Agreement, then such dispute or difference will be resolved in the manner as set out herein.

9.2 Any party to this Agreement may give notice to the other party in writing (and in the manner provided for in this Agreement) of a dispute, and the notice shall set out the particulars of the dispute with sufficient particularity to enable the other party to properly understand and identify the dispute and the nature of the dispute and the facts alleged by the party giving the notice.

9.3 The parties shall then embark on an attempt to resolve the dispute amongst each other by seeking to reach agreement as to the resolution of the dispute within ten (10) working days from the date of the notice of the dispute. Each party commits itself to act in the utmost good faith.

9.4 In the event that the parties are unsuccessful to resolve the dispute amongst themselves or to reach an agreement on the resolution of the matter within a period of four (4) weeks from the date of notice, then the parties shall request the services of an outside party to act as mediation/arbitration/arbitrator with the sole function of restoring a meeting of minds and to seek agreement as to the resolution of the dispute.

9.5 The parties agree and understand that such agreement does not necessarily mean agreement as to the facts but rather agreement as to the resolution of the matter and the way the dispute is resolved.

9.6 At all material times during the dispute and resolution process, the parties in their conduct and negotiations shall attempt to restore a meeting of minds and shall not be obstructive.

9.7 The mediation/arbitration may determine the method, procedure, and period to seek to restore consensus between the parties in seeking a resolution to which the parties agree to.

9.8 The parties agree that no party may approach any Court of law (save for purposes of urgent legal relief and preservation), prior to the full exhaustion of all avenues to seek a meeting of minds in the resolution of the dispute or unless the parties agree that a party may approach the Court.

9.9 The provisions of this clause shall continue to be binding on the Parties, notwithstanding the cancellation of this Agreement

10. Domicilium

10.1 The Parties choose the following physical addresses at which notices, documents or process in legal proceedings in connection with this Agreement may be served (i.e. Their domicilium citandi et executandi) and written notice in connection with this Agreement may be addressed:

10.1.1 in the case of the Club to address:

: KMB ZEBRA INVESTMENTS PTY LTD

: T/A ROYAL OAK COUNTRY CLUB

: PRINCE GEORGE AVE/LAAN BRAKPAN

: E-MAIL: rolyaloak168@gmail.com

Tel no: 011-740-0016

marked for the attention of The General Manager, ROYAL OAK COUNTRY Club:

10.1.2 In the case of the Applicant to the address specified in 10.1.1 of the Contract Schedule.

10.2 Any notice shall be deemed to have been duly given:

10.2.1 10 Business Days after posting, if posted by registered post (airmail, if available) to the Party's address in terms of 10.1,

10.2.2 On delivery, if delivered to the Party's physical address in terms of 10.1, between 08h30 and 17h00 on a Business Day (or on the first business day after that if delivered outside such hours),

10.2.3 on despatch, if sent to the Party's then e-mail address between 08h30 and 17h00 on a Business Day (or on the second business day after that if despatched outside such hours), unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

10.3 A Party may change its address or contact details for this purpose, by notice in writing to the other Party such change to be effective only on and with effect from the seventh business day after the giving of such notice.

11. Irrevocable offer by the Applicant

This Agreement, once signed by the Applicant, shall be an irrevocable offer by the Applicant to apply for membership to the Golf Club, which offer shall be open for acceptance by the Club until it is withdrawn by the Applicant by notice in writing to the Club, such notice becoming effective on the date of

receipt thereof by the Club, provide that the Applicant shall not be entitled to withdraw the offer within a period of 20 (twenty) Business Days from the date of signature of this Agreement by the Subscriber.

I herewith give permission to receive correspondence and communication from Royal Oak Country Club via my given details.

I herewith confirm that I have received, read, and understand the terms and conditions of Royal Oak Country Club, as stipulated in the document provided to me when joining the club.

I herewith confirm that I have received, read, and understand the golf booking & cancellation rules of Royal Oak & Country Club, as stipulated in the document provided to me when joining the club.

Signed at _____ on _____ 202____

Applicant

signed at _____ on _____ 202____

ROYAL OAK COUNTRY CLUB

