



MEMBERSHIP APPLICATION PACK

Section A Personal Details

First Name

Surname

Date of Birth

Gender

ID Number

Occupation

Handicap No

Do you want to transfer to Kyalami
Country Club? **YES / NO**

Section B Contact Details

Postal Address

Billing Address

Work Number

Mobile Number

E-mail Address

Section C Company Details (if applicable)

Company Name

VAT Number

Registration

Section D Membership Type (Please Indicate with an 'X')

☐

Full Member 36+

☐

Ladies 36+

☐

Full Member 60+

☐

Ladies 60+

☐

Full Member 19 - 23

☐

Junior U/13

☐

Full Member 24 - 28

☐

Junior 14 - 18

☐

Full Member 29 - 35

☐

Country (Inc 12 Round)

☐

Mid-week 36+ (+ Sunday PM)

☐

Pro

☐

Mid-week 60+ (+ Sunday PM)

In addition to the above, I have selected a Playing Card:

☐

24 Prepaid Rounds

☐

48 Prepaid Rounds

☐

Unlimited Prepaid Rounds

Payment Method

☐

Cash

☐

Credit Card

☐

EFT

☐

Debit Order

Preference Questionnaire:

Which best describes you?

☐

I am a very competitive golfer

☐

I play to have fun with my friends

What was the main contributing factor for choosing Kyalami as your home club?

What is the most important thing for you in being a member at Kyalami?

Which days of the week do you most regularly play?

What other sports do you play?

What is your favourite drink?

What is your favourite golf apparel brand?

Do you have a preference when it comes to a golf ball?

What size shirt are you?

What size shoes are you? (UK)

What is most important to you?

☐

Price

☐

Differentiated Experience

☐

Value for money

☐

Convenience

Membership Agreement

1. Parties

1.1 The parties to this membership agreement ("this Agreement") are:

1.1.1 Kyalami Golf Club (Proprietary) Limited ("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 grant to the Applicant, membership to the Kyalami Golf Club.

2.2 The provisions contained in the Contract Schedule as well as the membership Rules and Regulations forming part of the 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 to the Golf Club of membership and of such category as specified in this Contract Schedule (hereinafter referred to as "the membership").

3.2 The membership shall become effective upon of 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 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 a year, a non-refundable pro rata subscription fee is payable upon signature of this agreement.

4.3.3 the first annual subscription fee is payable on 1 January 20____, and each subsequent annual subscription fee, on or before 1 January of each calendar year thereafter; and

4.4 Any amount payable in terms of this Agreement and unpaid on due date shall bear interest at the Prime Rate plus 4 percentage points, calculated from the due date of payment until the date of actual payment and compounded monthly.

5. Terms of membership

- 5.1** The Applicant shall, with effect from the Commencement Date, be entitled to the use and enjoyment of the Golf Club and its facilities in accordance with the type of membership applied to, and subject to the Rules and the terms and conditions agreed to for 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 to time in relation to the Golf Club and/or its facilities, and any amendments thereto made by the Club in its sole discretion from time to time, which Rules, and other requirements and policies, shall form an integral part of this Agreement.
- 5.3** The Applicant acknowledges and declares that he/she has read and understood the Membership Rules and Regulations attached to this Agreement and agrees to strictly comply with such Rules and Regulations 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 Members are up to the age of 25 years and is only applicable to those individuals who are full time students 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 week ends. Junior Members are up to the age of 18 years.

7. Liability and indemnity

- 7.1** The Applicant acknowledges and conforms 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 his/her guests during the use of the Golf Club and/or its facilities due to any cause whatsoever (including negligence on the part of the Club and/or any of the related parties) and any failure by the Club and/or any of the related parties to safeguard or protect the Applicant and/or his/her guests from the risks, dangers and hazards of using of the Golf Club and/or its facilities (including for property damage, loss, theft of personal property, personal injury or death) and in this regard the Applicant hereby waives any and all claims he/she may have against the Club.
- 7.3** The Applicant indemnifies and holds harmless the Kyalami Golf Club for all liabilities for property damage, loss, theft of personal property, personal injury or death suffered by the Applicant and/ or His/her guests, howsoever arising, in connection with, or incidental to, the use of the Golf Club and/or Its facilities by the Applicant and/or his/her guests.

8. Termination of membership

8.1 The membership of the Applicant as well as the provisions 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 termination of this Agreement; or

8.1.2 at any time by the provision by the 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 (the "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 the Applicant in any period of 12 months breaches any provision of this Agreement (including the Membership Rules and Regulations) on three or more occasions, or in any period commits so many breaches of any of this Agreement (including the Membership Rules and Regulations) in such manner as to justify the Club in holding that the conduct of the Subscriber is inconsistent with the intention or ability of the Applicant to carry out its obligations under this Agreement (including the Rules); or

8.3.4 The Applicant is provisionally or finally sequestered or liquidated or placed under judicial management.

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 may 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

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 mediator 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 mediator may determine the method, procedure, and time frame 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 domicilia 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: **Kyalami Golf Club**
: **433 Maple Road**
: **Kyalami**
: **1684**
Tel no: **010 594 0034**
marked for the attention of Kyalami Country Club: The General Manager
- 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 fax number for this purpose, by notice in writing to the other Party such change to be effective only on and with effect from the 7th 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, provided 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 Kyalami Golf Club via my given details.

I herewith confirm that I have received, read, and understand the rules of Kyalami Golf 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 Kyalami Golf Club, as stipulated in the document provided to me when joining the club.

Signed at _____ on _____ 202__

Applicant

Signed at _____ on _____ 202__

KYALAMI GOLF CLUB

SUBMIT