



GOLF MEMBERSHIP AGREEMENT

Revised 04 Mar 2010

1 DEFINITIONS

- 1.1 Unless inconsistent or otherwise indicated by the context:
- 1.1.1 **"Member"** means the person named in the Application;
- 1.1.2 **"Application"** means the Membership Rights Application completed, signed and lodged by the applicant with GOLF OPS;
- 1.1.3 **"Club House"** means the area, in the Club House Complex, demarcated and to be used for golf related activities;
- 1.1.4 **"Financial Year"** means the year that commences on 1 March and ends 12 calendar months later on 28 February;
- 1.1.5 **"Golf Course"** means the Golf Course at Kingswood situated in George;
- 1.1.6 **"Golf Ops"** means Kingswood Golf Operations (Pty) Ltd;
- 1.1.7 **"Kingswood"** means Kingswood Golf Estate at George, Western Cape Province;
- 1.1.8 **"Membership Rights"** means the Membership Rights conferred on the Member as set out in clause 2 hereunder;
- 1.1.9 **"Prime Rate"** means the publicly quoted basic rate of interest per annum, compounded monthly in arrears and calculated on a 365 (three hundred and sixty-five)-day year irrespective of whether or not the year is a leap year, from time to time published by Nedbank as being its prime overdraft rate, as certified by any manager of that bank whose appointment and designation it will not be necessary to prove;
- 1.1.10 **"Conditions"**; means conditions set out herein for membership rights at Kingswood Golf Estate and/or determined by Golf Ops in its sole discretion from time to time;
- 1.1.11 **"Subscription Fees"** means the annual subscription fees payable by Members who acquire Membership Rights and levied by GOLF OPS in respect of each Financial Year as determined by GOLF OPS in its sole discretion;
- 1.2 any reference to –
- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 natural persons includes juristic persons and vice versa;
- 1.2.3 any one sex or gender includes the other sexes or genders, as the case may be;
- 1.3 The clause headings have been inserted for convenience only;
- 1.4 If any period is referred to in these Conditions by way of a reference to a number of days or weeks or months or other intervals, the period shall be reckoned exclusively of the first day and inclusively of the last day of the relevant interval, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;
- 1.5 If the due date for performance of any obligation in terms of this Right is a day which is not a Business Day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding Business Day;
- 1.6 The rule of construction that these Conditions shall be interpreted against the party responsible for the drafting of these Conditions, shall not apply.

2 MEMBERSHIP RIGHTS

- 2.1 Membership Rights shall be divided into various categories. The categories of Membership Rights, entrance, annual subscription and green fees shall be determined by GOLF OPS in its sole discretion from time to time.
- 2.2 Golf Ops will at all times retain the absolute right to refuse Membership Rights to any person for whatsoever reason and will not be obliged to provide any reason for its refusal to grant Membership Rights to such a person. If a person is banned from playing golf or becoming a

member at any other golf club, Golf Ops will be entitled to deny such a person Membership Rights at Kingswood Golf Estate, irrespective of whether such a person is a registered owner of an erf in Kingswood Golf Estate or has an interest in the registered owner of such an erf.

- 2.3 Golf Ops shall notify its acceptance of the applicant's Membership Right in writing. Such notification shall confirm the applicants Membership Rights subject to the terms and conditions recorded herein.

3 ENTRANCE FEES

- 3.1 The applicant shall upon signature of the Membership Rights Application pay to Golf Ops the entrance fee applicable to the type of membership right applied for.
- 3.2 The entrance fee is non-refundable.
- 3.3 The Member shall be entitled to exercise his Membership Rights indefinitely and no further or additional entrance fees shall be payable by the Member provided the Member pays his annual subscription fees when due and payable.
- 3.4 In the event that the Membership Rights are terminated for whatsoever reason and the Member there after wishes to apply for a Membership Right, Golf Ops reserves the right to charge an entrance fee prior to granting such right.
- 3.5 Should Golf Ops' right to operate the golf course be terminated by the registered owner, or should this right lapse, the registered owner of the golf course in terms of its Lease Agreement with Golf Ops warrants that there shall be no obligation on a Member of good standing to pay any entrance fee to Golf Ops' successor(s) provided that he has complied with all the terms and conditions of this agreement
- 3.6 In return for the registered owner's warranty referred to in rule 3.5, Golf Ops is obliged, to pay all entrance fees forthwith to the registered owner of the golf course.

4 SUBSCRIPTION FEES

- 4.1 The Member shall be obliged on signature of his application to acquire Membership Rights to pay to Golf Ops the Subscription Fees applicable in respect of the remainder of the relevant financial year. Thereafter the Member shall monthly or annually pay to Golf Ops the Subscription Fees as agreed between Golf Ops and notified to the Member.
- 4.2 In the event that a Member fails within 30 (Thirty) days from the due date, to pay the prescribed Subscription Fees, Golf ops reserves the right to cancel the Member's Membership Right, where after all the rights granted in terms of or arising from these Conditions will lapse.
- 4.3 The Member shall in any event not be entitled to exercise any Membership Rights until he has paid the prescribed Subscription Fees.
- 4.4 If the Member fails to pay any amount due to Golf Ops on the due date for payment, interest at the Prime Rate plus 2% (two percent) per annum, will accrue on the unpaid amount calculated from the due date for payment to the date of actual payment, the first date inclusive and the last date exclusive. Such interest shall be compounded monthly in arrears from the end of the month during which the interest is first calculated.

5 GREEN FEES

The Member acknowledges that he will only be entitled to exercise his right to play the Golf Course on paying the prescribed and applicable green fees prior to teeing off. Members who have green fees included in their annual subscriptions must check in at the assigned area at the club prior to teeing off.

6 AFFILIATION

Golf OPS shall be affiliated to the Southern Cape Golf Union and the Southern Cape Woman's Golf Association.

7 TERMINATION OF MEMBERSHIP RIGHTS

- 7.1 The Member shall be entitled to relinquish his Membership Rights at any time by written notice delivered to Golf Ops. The Member shall remain liable to Golf Ops for the full Subscription Fees owing in respect of the financial year in which such notice is given and shall not cancel any debit order instruction in respect of the payment thereof.
- 7.2 Should the Member fail to comply with these Conditions then Golf Ops shall be entitled, without any notice, forthwith, to:

- 7.2.1 suspend the Membership Rights of the Member in which event the Member shall not be entitled to the benefits which would otherwise have flowed from his Membership Rights until Golf Ops may rule otherwise; or
- 7.2.2 to rescind the Membership Rights of the Applicant in which event the Member shall not be entitled to play the Golf Course at the listed members rate, and without prejudice to the right of Golf Ops to recover the Subscription Fees in respect of the financial year in which such suspension or rescission takes place.
- 7.3 Should a Member's rights be suspended or rescinded as set out above, then the Member shall not be entitled to any refund of any Entrance Fee or Subscription Fees or any amounts paid to Golf Ops.

8 MEMBERSHIP RIGHTS NOT TRANSFERABLE

- 8.1 Membership Rights shall not be transferable.
- 8.2 Should GOLF OPS sell or transfer its right to operate the Golf Course and Club House to a third party, these Conditions shall bind its successor and/or assigns.

9 PLAYING THE COURSE

When playing the golf course all golfers shall at all times comply with the rules of The SOUTHERN CAPE GOLF UNION and any rules imposed by Golf Ops.

10 NO LEGAL PERSON CREATED

- 10.1 No club with legal personality is created in terms of these conditions, or otherwise.
- 10.2 These Conditions are imposed to ensure good governance of all golf and related activities on the Golf Course and the Estate.
- 10.3 The relationship between Members and GOLF OPS will at all times be governed by these Conditions, as amended by GOLF OPS, from time to time in its sole discretion.

11 AMENDMENT OF CONDITIONS

- 11.1 Any addition to, variation, or cancellation of these Conditions, in the sole discretion of Golf Ops, from time to time, shall take effect 30 (thirty) days after publication thereof on the Golf Ops notice board.
- 11.2 A Member with Membership Rights will be entitled, on publication of the amended Conditions, to terminate his Membership Right by giving written notice to Golf Ops within 14 days from the date the amended Conditions were posted on the notice board, with effect from the commencement of the next financial year.

12 TYPES OF MEMBERSHIP RIGHTS

- 12.1 Membership Rights will consist of following types of rights:
- 12.1.1 Full Membership Rights**
- 12.1.1.1 are intended to accommodate persons applying for Membership Rights, according to the terms and conditions determined by Golf Ops from time to time;
- 12.1.1.2 will entitle the Member, at times when the course is available to be played, on payment of a green fee, to play the Golf Course.
- 12.1.2 Corporate Membership Rights**
- 12.1.2.1 are intended to accommodate companies, close corporations or businesses (whether it be a registered owner of an erf or not) and co-owners and/or co-occupants of an erf to acquire Membership Rights that will enable them to allow their clients and/or employees and/or co-owners and/or co-occupants, the right to exercise Membership Rights.
- 12.1.2.2 will allow the person in possession of a Membership card issued by Golf Ops for this purpose the right to play the course on payment of the relevant green fee.
- 12.1.3 Visitor's Membership Rights**
- Are intended to accommodate persons playing the course as a visitor on a daily – or tournament basis, or as a corporate guest or on a complimentary basis, as determined by Golf Ops from time to time.
- 12.1.4 Honorary Membership Rights**
- Are intended to accommodate persons upon whom Golf Ops bestows Honorary Membership Rights, from time to time. Persons holding Honorary Memberships Rights will not be required to pay annual subscriptions or green fees. They will however be required to pay competition fees when playing golf at Kingswood on appropriate competition days

- 12.2 The holders of any of the Membership Rights will only be entitled to enjoy such rights at times when the Golf Course is open for play by the holders of the relevant rights and no holder of such rights will have an absolute right to play the Golf Course. The Golf Course will only be open for play when Golf Ops determines that it is open for or available to be played by the holders of any of the Membership Rights.
- 12.3 Golf Ops reserves the right to create additional types of Membership rights.
- 12.4 Golf Ops will always and without restriction be entitled to determine:
 - 12.4.1 Entrance Fees payable
 - 12.4.2 Annual Subscription Fees payable ; and
 - 12.4.3 Green Fees payable.
 - 12.4.4 Golf Playing Rules and Regulations as amended from time to time.

13 MEMBERS' COMMITTEE

- 13.1 Golf Ops may, from time to time, in its sole discretion, avail itself of the assistance by a committee of persons who hold Full Membership Rights to:
 - 13.1.1 assist Golf Ops in arranging competitions;
 - 13.1.2 act as representative of the holders of Members Rights in discussions with Golf Ops;
 - 13.1.3 assist Golf Ops to elect teams to represent Kingswood Golf Estate in team competitions
 - 13.1.4 assist with the maintenance of discipline amongst Members.
- 13.2 A committee member must hold Full Membership Rights.
- 13.3 The committee will comprise of 5 (five) members 3 (three) of whom will be elected by members holding ordinary playing rights and 2 (two) of whom shall be appointed by Golf Ops.
- 13.4 The first 5 (five) members will be appointed by Golf Ops, who will thereafter act as such until the first annual meeting of Members after the end of the first financial year during which they were appointed.
- 13.5 At the first annual meeting of Members 3 (three) new committee members will be elected. The members that will be elected will be those Members that received the most votes. Each Member who has voting rights will be entitled to vote for committee members.
- 13.6 Thereafter at each of the subsequent annual meetings the whole of the committee will resign with effect from the end of that meeting. At such meetings 3 (three) members will be elected in the same manner as described in clause 13.5 above. Existing members of the committee will be eligible for re-election, but will not be allowed to serve more than 3 consecutive terms of office.
- 13.7 The chairman of the committee will be appointed by Golf Ops in its sole discretion, who will also act as chairman of an annual meeting and the chairman will determine the manner in which the election of new committee members will take place provided that the election must be by way of a poll.
- 13.8 Members are disqualified to serve as members of the committee and/or their membership thereof terminates:
 - 13.8.1 on termination of Membership rights;
 - 13.8.2 on resignation;
 - 13.8.3 should he become of unsound mind;
 - 13.8.4 should he become insolvent or commit an act of insolvency;
 - 13.8.5 should he be convicted of an offence involving dishonesty;
 - 13.8.6 should he be removed by ordinary resolution by members.

14 PROCEEDINGS OF COMMITTEE MEETINGS

- 14.1 Meetings will be held quarterly or as and when required.
- 14.2 A quorum will be 3 (three) members of the committee.
- 14.3 Any 2 (two) members of the committee may convene a meeting.
- 14.4 Each committee member will have one vote and a resolution signed by all the committee members will have the same effect as a resolution adopted at a convened meeting.
- 14.5 The committee will keep written minutes of each meeting.

15 LIMITATION OF THE POWERS OF THE COMMITTEE

- 15.1 The committee will not have any powers other than the powers and functions expressly granted to them in terms these Conditions or as determined by GOLF OPS from time to time.
- 15.2 In particular the committee will under no circumstances deal with any day to day operations, the management or staff, as well as the finances, or approve any expenses, or incur any liabilities,

for themselves, the Members, or Golf Ops and will under no circumstances be entitled, or have the power to bind Golf Ops to any obligation.

16 DISCIPLINARY PROCESS

Disciplinary Action relative to golfing matters:

- 16.1 If it is alleged that a Member contravened any of the provisions of these Conditions and/or the rules of golf or conducted him/herself in an improper or ungentle-manly or unladylike manner or in a manner injurious or detrimental to the best interests of other members generally, whether on the premises of the Club House, the golf course or elsewhere, the Golf Director may in his/her sole discretion, refer the matter to the Southern Cape Golf Union, Southern Cape Woman's Golf or refer the matter to the Committee who shall appoint a Disciplinary Committee comprising not less than 3 (three) committee members which may direct that a penalty or penalties be imposed to the effect that:
- 16.1.1 the Member be reprimanded and/or;
- 16.1.2 the Member be fined an amount not exceeding R10 000,00 (ten thousand rand);and/or
- 16.1.3 the Member's Playing Rights be suspended for such period as the Disciplinary Committee considers appropriate; or
- 16.1.4 the Member receives a penalty of the nature of either 16.1.1, 16.1.2 or 16.1.3 above, which is suspended for a period not exceeding 5 (five) years.
- 16.2 No disciplinary action as contemplated above shall be taken against a Member unless the Member has been given not less than 3 (three) days notice in writing prior to the meeting of the Disciplinary Committee of the nature of the complaint or charges against him/her and the time, date and place of the meeting and has been invited to attend the meeting to answer the charge.
- 16.3 If he attends the meeting, he is to be given a full opportunity to answer the complaint or charges, provided that the Committee may suspend the Member's Playing Rights pending the meeting of the Disciplinary Committee to consider the complaint or charges against the Member or pending the hearing of an appeal lodged in terms of 16.5.
- 16.4 At any meeting of the Disciplinary Committee called to consider a complaint or charge against a Member:
- 16.4.1 a record shall be kept of the proceedings and evidence given and of the reason for the decision of the Disciplinary Committee; and
- 16.4.2 at the conclusion of the meeting or within a reasonable time thereafter, the Member shall be notified in writing of the sanction imposed as contemplated by 16.1.
- 16.5 If any Member who has been sanctioned as contemplated above feels aggrieved, he/she may within 3 (three) days in writing request that his/her case be submitted to an Appeal Tribunal.
- 16.6 The Appeal Tribunal shall consist of at least 3 (three) individuals, not being members of the Committee, to be appointed by the Golf Director in his/her sole discretion or the Director of Golf may refer the matter to the S.C.G.U or S.C.W.G.
- 16.7 The Appeal Tribunal shall convene a date for the hearing of the appeal which shall be as soon as possible after the request made by the member in terms of 16.5 and the member shall be notified in writing of the time, date and place of the hearing.
- 16.8 The Appeal Tribunal shall determine the appeal on the record of the proceedings before the Disciplinary Committee and any oral representations which may be made to it but no further evidence shall be led.
- 16.9 The majority decision of the Appeal Tribunal shall be final and binding.
- 16.10 The member concerned shall not be entitled to legal representation at any disciplinary hearing or appeal.
- 16.11 Any Member who is sanctioned pursuant to the provisions of this clause shall have no claims of any nature whatsoever against members of the disciplinary committee and/or appeal tribunal, GOLF OPS or any other person for any cause whatsoever.

17 DOMICILIUM AND NOTICES

- 17.1 The parties choose *domicilium citandi et executandi* for all purposes relating to these Rules, including the giving of any notice, the payment of any sum, the servicing of any process, as follows –

Kingswood Golf Operations (Pty) Ltd
Gate House

Kingswood Boulevard
George
Email golf@kingswood.co.za

The Member; at the address supplied on his/her Application; or.
e-mail address supplied on the Member's Application

- 17.2 Any party shall be entitled from time to time, by giving written notice to the others, to vary its physical *domicilium* to any other physical address (not being a post office box or posted *restante*) and to vary its facsimile *domicilium* to any other facsimile number or e-mail.
- 17.3 Any notice given or payment made by any party to another ("addressee") which is delivered by hand between the hours of 09:00 and 17:00 on any business day to the addressee's physical *domicilium* for the time being shall be deemed to have been received by the addressee at the time of delivery.
- 17.4 Any notice given by any party to another which is successfully transmitted by facsimile to the addressee's facsimile *domicilium* for the time being shall be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.
- 17.5 Notwithstanding anything to the contrary contained in these Conditions, a written notice or communication actually received by a party from the other of them including by way of facsimile transmission or by email shall be adequate written notice or communication to such party.
- 17.6 This clause 17 shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee other than by a method referred to in this clause 17.
- 17.7 Any notice in terms of or in connection with these Conditions shall be valid and effective only if in writing and if received or deemed to be received by the addressee.

18 GENERAL

- 18.1 In the event that any party shall waive any breach, default or omission hereunder, no such waiver shall apply to, or operate as, a waiver of similar breaches, defaults or omissions or be deemed a waiver of any other breach, default or omission hereunder.
- 18.2 These Conditions constitute the sole record of the Membership Right granted to the Member, and supersedes and overrides all previous Agreements between the parties whether written or oral.
- 18.3 No party shall be bound by any representation, warranty, promise or the like not recorded in writing in these Rights.

19 KINGSWOOD GOLF ESTATE HOME OWNERS ASSOCIATION (KGEHOA)

The Member acknowledges that the Golf Course and related facilities are situated within Kingswood Golf Estate and that all persons that enter the said estate are, insofar as such member enters any common area, under the jurisdiction of the different home owners associations of the aforesaid estate, subject to the provisions of the Constitution and all Conditions imposed by the Trustees of Kingswood Golf Estate Home Owners Association from time to time.

20 CONDITIONS

The Member agrees to be bound by and to comply with all these Conditions determined by GOLF OPS from time to time as it may determine in its sole and exclusive discretion.