



LANGEBAAAN
COUNTRY ESTATE

CONTRACT OF MEMBERSHIP

between

LANGEBAAAN GOLF AND SPORTS CLUB
(Registration No 2005/016812/08)
(an association incorporated under section 21)
("the Proprietor")

And

("the Member")

The Proprietor operates a golf and sports club at Langebaan Country Estate under the style of Langebaan Golf and Sports Club (the Club).

The Proprietor has agreed to grant to the Member the following membership of the Club: Golf/Bowls (_____) membership, subject to and upon the terms and conditions contained in this contract.

1. The Member acknowledges and agrees that:
 - 1.1. the Club is a proprietary club and does not constitute a voluntary association at all for all legal purposes;
 - 1.2. the Club is under the sole control of the Proprietor who is the sole owner of all the assets and funds of the Club;
 - 1.3. the exercise of the privileges of membership is granted to the members of the Club by the payment to the Proprietor of fees, subscriptions and other amounts as determined by the Proprietor from time to time;
 - 1.4. he/she comply with the Constitution and Code of Conduct of the Club, which may be amended from time to time.
2. Membership of the Club shall be on a year to year basis commencing on 1 July of each year and terminating on 30 June of the following year, and membership shall automatically be renewed for the following year as from 1 July of each year until terminated by either the Member or the Proprietor in accordance with the provisions of this contract.
3. The Member shall be entitled to terminate his/her membership for the next year by giving the Proprietor written notice of his/her intention to do so within 30 days of the

Langebaan Golf & Sports Club (Sec 21)

registration # 2005/016812/08 directors CP Scott S Johnston N Raymer
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www.LCE.co.za



date of posting of the invoice to the Member in respect of annual subscriptions payable for the following year.

4. The Proprietor shall be entitled to terminate the membership of the Member at any time on one month's written notice to the Member in which event the Proprietor shall refund to the Member a pro rata proportion of the annual subscription fees and any other amounts prepaid by the Member in respect of the period after the date of termination.
5. Membership of the Club shall entitle the Member during the currency of his/her membership to use the facilities of the Club at the times and in the manner prescribed by the Proprietor from time to time, subject to the terms and conditions of this contract.
6. Membership of the Club is not transferable and the Member shall not be entitled to cede or assign any of his/her rights under this contract.
7. Upon termination of the membership of the Member for whatever reason, the Member shall not be entitled to any refund of any entrance fees, subscriptions and other amounts paid by the Member to the Proprietor, except as provided in clause 4 above.
8. The Member shall upon signature of this contract by the Member pay to the Proprietor the following:
 - 8.1. an amount of R _____ as an entrance fee; and
 - 8.2. an amount of R _____ in respect of subscription fees for the period 1 July 20____ to 30 June 20_____.
9. The Proprietor shall be entitled in its sole discretion at any time/s and from time to time to determine the entrance fees, annual subscriptions, green fees, levies and other amounts payable by the Member and/or any other members of the Club, their guests and any other visitor, and to vary the same from time to time.
10. All annual subscription fees and any other amount/s payable annually as determined by the Proprietor from time to time shall be payable annually in advance, within 30 days of the date of posting of the subscription notice to the Member in respect thereof and entrances fees shall be payable prior to the commencement of membership.
11. The Proprietor shall be entitled in its sole discretion from time to time to determine the various categories of membership of the Club and sections of the Club and the facilities from time to time that the Member shall be entitled to use during the currency of his/her membership.
12. The Member agrees that he/she enters upon or exits the facilities of the Club (including the clubhouse, golf course or parking areas) and uses the facilities entirely at his/her own risk.



13. The Club shall not be liable for any death, injury, loss, or damage suffered by the Member and/or any member of his family, guest or invitee through or contributed to by any cause whatsoever, including (but not limited to) theft, loss of or damage to property, or any negligent (including gross negligent) act and/or omission or breach of contract on the part of the Proprietor or its directors, employees, contractors, agents or any other member.
14. The Member shall be bound by the Constitution, Code of Conduct, rules and regulations (referred to below) of the Club and any amendments, variations and additions effected thereto from time to time.
15. The Proprietor shall be entitled in its sole discretion to make rules and regulations relating to the facilities of the Club and the use thereof, including (but not limited to) the following:
 - 15.1. regulation of tee-off times;
 - 15.2. local playing rules;
 - 15.3. rules of etiquette;
 - 15.4. local rules and by-laws;
 - 15.5. general behaviour;
 - 15.6. disciplinary procedures;
 - 15.7. appropriate attire and dress code standards;
 - 15.8. the use of the facilities and the right to close the facilities from time to time;
 - 15.9. tournaments, competitions and championships, including the rules thereof.
16. The Member confirms that he/she is familiar with the provisions of the Constitution, Code of Conduct, rules and regulations of the Club, and agrees to familiarise himself/herself with all amendments, variations and additions effected thereto from time to time. The Constitution, Code of Conduct, rules and regulations of the Club shall be available for inspection by the Member with the Club's manager, or on the website of the Club. The Member may obtain copies of the Constitution, Code of Conduct, rules and regulations of the Club against payment of a nominal fee therefor. The Proprietor shall not be obliged to furnish the Member with copies of the Constitution, Code of Conduct, rules and regulations of the Club, or any amendments, variations and additions thereto.
17. The Proprietor shall be entitled (but not obliged to) in its sole discretion to appoint a liaison committee or to appoint representatives to represent the members of the golf section of the Club. No power or control of the Club or its assets, revenue and/or income shall, however, vest in any such committee and/or representatives, or any of the members of the Club.
18. Should the Member:



- 18.1. fail to pay any amount payable by the Member to the Proprietor on due date; or
- 18.2. commit any breach of this Contract, the Constitution or Code of Conduct of the Club and/or fail to comply with any of the provisions thereof; or
- 18.3. commit any breach of the rules and regulations prescribed by the Proprietor, Constitution and Code of Conduct of the Club from time to time and/or fail to comply with any of the provisions thereof; or
- 18.4. be guilty of any misconduct or improper conduct whether on the facilities of the Club or otherwise;

then and in one off such events, the Proprietor shall forthwith be entitled, without prejudice to any other rights or remedies which the Proprietor may have in law, to cancel this contract or to claim immediate performance and/or payment of the obligations of the Member in terms of this contract.

19. Each of the parties choose domicilium citandi et executandi for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from this contract at their following respective addresses or fax numbers:

- 19.1. the Proprietor at
Address: 1 Clubhouse Drive, Langebaan Country Estate, Langebaan, 7357
Fax number: +27 (022) 772 2460
Email: proshop@LCE.co.za;
- 19.2. the Member at
Address: _____
Fax number: _____
Email: _____.

20. Each of the parties shall be entitled from time to time by written notice to the other to vary his/her domicilium to any other address within the Republic of South Africa which is not a post office box or post restante, or to vary his/her email address.

21. Any written notice shall be given either by hand, or by prepaid registered post, or by email, at the discretion of the Proprietor. Unless the contrary is proved by the addressee, any notice given and any payment made by any party to the other which:

- 21.1. is delivered by hand during normal business hours of the addressee at his/her domicilium for the time being shall be presumed to have been received by the addressee at the time of delivery;
- 21.2. is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at his/her domicilium for the time being shall be presumed to have been received by the addressee on the fourth day after the date of posting;
- 21.3. is transmitted by email during normal business hours of the addressee shall



be presumed to have been received by the addressee on the date of transmission.

22. Notwithstanding the provisions of clause 21 above, in the event that a written notice or any process is actually received by the Member, such receipt shall be valid for all purposes under this contract, notwithstanding that it was not received at his/her chosen domicile.
23. This contract, read together with the Constitution, Code of Conduct and rules and regulations of the Club, contains the entire agreement between the parties relating to the Member's membership of the Club and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded in this contract.
24. No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all the parties to this contract or their duly authorised representatives.
25. No indulgence, leniency or extension of time which any party may grant or show to any other party shall in any way prejudice or preclude the party granting or showing such indulgence, leniency or extension of time from exercising any of his/her rights in the future.
26. In this contract, unless the context otherwise indicates, words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing persons shall include partnerships, trusts and bodies corporate, and vice versa.
27. This agreement shall be binding on and enforceable by the estate, executors, heirs and trustees of the parties.



SIGNED at _____ on the ____ day of _____ 20_____.

AS WITNESSES:

for and on behalf of:
LANGEBAAAN GOLF AND SPORTS CLUB

1. _____

2. _____

Duly authorised hereto

SIGNED at _____ on the ____ day of _____ 20_____.

AS WITNESSES:

1. _____

2. _____

Signature of the Member