

# Terms and Conditions

## 1. The Golf Club

1.1 The applicant hereby applies to be a member of EDEN NATIONAL GOLF CLUB, from here on referred to as “the Golf Club” and agrees to abide by the Golf club’s constitution as lodged on the website which the applicant has read, understood and hereby agrees to abide to.

2. The Golf Club shall through its duly authorized representative manage and operate the golf Club and its members and deal with all matters in relation to it.

## 3. Acceptance of membership

3.1 The decision to accept the position of potential member shall be at the sole discretion of the Golf Club. The Golf Club reserves the right to verify, or require proof of all information given in order to obtain membership and any fraudulent or wrongful information given in order to obtain such membership could result in cancellation of all membership rights and lead to the repayment of all monies due to the Golf Club. If the membership application is accepted by the Golf Club, membership of the golf club by the applicant shall commence upon receipt of the appropriate fee. A membership card shall be issued by the HNA on behalf of the golf club.

3.2 The acceptance by the Golf Club of an application for membership of golf membership shall constitute a legally binding agreement between the member and the Golf Club. The member hereby agrees also to be bound by the rules, bylaws and regulations of the SAGA, HNA, the KZN Golf Union, St Cathryn’s Golf Course and any of associated SAGA golf course(s) which are in force at the time.

3.3 Membership cards are issued to all current members and must be shown at golf course(s) reception every time a visit is made to the golf course(s). Each Golf Course has different rules, and although every effort is made, no guarantee is given that they will honor the privileges afforded to SAGA Members. The individual Golf Course Membership cards may only be used by the registered member and any fraudulent use of the membership card by the member will result in cancellation of that membership with no refund being made by the Golf Club. Lost or damaged membership cards are subject to a replacement charge for being made.

3.4 Immediately, within 72 hours, after each completed round at any Golf Course a member must enter their exact gross score, either at the club they played at, or online via [www.handicaps.co.za](http://www.handicaps.co.za) or on the HNA mobile phone APP, or by emailing their score to the Golf Club on [admin@fcgroup.co.za](mailto:admin@fcgroup.co.za). Failure to do this timeously will result in the members score being automatically penalized as per the HNA system. Failure by a member to do this on a number of occasions will result in a final warning being issued by the Golf Club and if after this the member continues to not meet this requirement may result in cancellation of membership.

3.5 Membership fees shall not be refunded by the Golf Club under any circumstances. Where a member has committed to a monthly payment plan, in the event of cancellation for any reason, whether voluntarily or involuntarily, the member will be held liable for the balance of the year’s annual subscription and hereby authorizes the Golf Club to debit the members bank account accordingly.

## 4. Limitation of liability

4.1 The member acknowledges that the Golf Club’s obligations and liabilities in respect of the golf membership are exhaustively defined in this agreement.

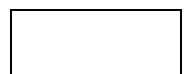
4.2 The member is responsible for the consequences of any use of any of the facilities of the participating SAGA affiliated or other golf course(s). The Golf Club will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, tort (including negligence) or otherwise.

## 5. Assignment

5.1 The Golf Club may assign the benefit of these terms and conditions of membership to a third party on similar terms and conditions without notice being served upon the member to that effect.

## 6. Membership

6.1 All categories of membership shall be subject to these terms and conditions of membership and to the rules, bylaws and regulations of the SAGA or other golf course(s) which are in force at the time.



## 7. Initial fee, Annual Fees & Monthly Membership Payment Plan

7.1 All new members will be charged an Initial Joining fee

7.2 All memberships will run from the date purchased until the 30<sup>th</sup> October every year.

7.3 Annual Subs: These need to be paid prior to the 30<sup>th</sup> October every year. On the 31<sup>st</sup> October every year all members that haven't paid their subs will be immediately Hot-Carded. If they wish to reinstate their membership they will need to pay a reinstatement fee plus the subs that are due.

All members shall pay all membership fees irrespective of actual usage of the golf club and/or golf course(s) facilities. Annual sub payments can be made by a single advance payment for the annual subs or by direct debit monthly payments.

7.2 Monthly Payment Plan: All members electing to pay by monthly payment plan hereby commit to minimum membership period up to and including the 30<sup>th</sup> October of that year. This is automatically renewed for a further 12 months if no cancellation is received before the 1<sup>st</sup> of October every year

7.3 Direct debit payments will be on the 3rd working day of each month.

7.4. If the Golf Club is unable to collect the direct debit fee on the due date, the member should immediately pay for that month, or the member accepts that the Golf Club will automatically resubmit the request for payment on the first working day of the following month (effectively a double payment). Should we be unable to collect the double payment you will be liable for the remaining months contracted, for which you will be invoiced and the Golf Club reserves the right to debit the members bank account for the full outstanding amount.

7.5. If for any reason the member's bank returns any direct debits, the member will be charged an admin fee of R50 which will be added to the following month's direct debit. If a members direct debit is returned more than 3 times in one year, the monthly membership payment plan will be immediately cancelled, and the full left over premium for that year will become due immediately.

7.3 The Golf Club reserves the right to increase membership fees annually. The member will be given a minimum of two weeks written notice of the prices which will apply for the next 12 month period.

7.4 Any members on the monthly payment plan who goes into arrears by more than two months, card will be hot carded immediately and the member will be held liable for any outstanding fees for the year. A reinstatement fee will apply should the member bring his/her account up to date and the Golf Club reserves the right to cancel the monthly payment plan and revert to an annual payment

7.5 Other payment terms may be available from time to time at the sole discretion of the Golf Club.

7.6 Should a member qualify for membership and then cancel the membership within the first 12 months of joining. There will be no refund.

7.7 Should a member not qualify for membership under any circumstances there will be a R280 nonrefundable admin fee charged.

7.8 Should a member wish to cancel membership it needs to be done in writing and it needs to be done prior to the 30<sup>th</sup> of October every year, but if on the monthly payment plan then this needs to be received by the 1<sup>st</sup> October.

7.9 Monthly payment plan: If no notice of cancellation is received prior to the 1<sup>st</sup> October, your membership will be automatically renewed for a further 12 months.

## 8. Expulsion of members or termination of membership by the Golf Club

8.1 The Golf Club may expel members or may terminate the membership of any member without notice and with immediate effect if the members conduct, whether or not such conduct is the subject of complaint by another member or group of members, is such that in the reasonable opinion of the Golf Club, it maybe injurious to the character, name or interests of the golf course(s) or is such that it renders the member unfit to associate with members of the golf course(s)

8.3 forthwith and without entice if the members have committed any breach of these terms and conditions the rules, bylaws and regulations of the golf course(s) as in force

8.4 by notice in writing if any part of the annual or monthly membership charge which is due and payable remain unpaid 5 days after the due date for payment.

8.5 Lapses in membership payment may incur a fee

8.6 A member, whose membership is terminated by the Golf Club, shall forfeit all the privileges of membership with immediate effect without an entitlement to any claim for any refund of their annual fee or termination of their membership card.



8.7 Any member who wants to leave the club or who is expelled or whose membership is cancelled must pay all outstanding subs due, failing which the member will be placed in bad standing on the HNA system, placed as a slow payer on credit bureaus and will be held personal liable for the outstanding fees, interest, administration fees incurred, collection costs and any legal fees incurred in their collection.

## 9. Disputes

9.1 Should any dispute, disagreement or claim arise between the parties (called hereafter “the dispute”) concerning this agreement, the parties shall try to resolve the dispute by negotiation. This entails that the one party invites the other in writing to a meeting and to attempt to resolve the dispute within 7 (seven) days from date of the written invitation.

9.2 If the dispute has not been resolved by such negotiation, the parties shall submit the dispute to AFSA administered mediation, upon the terms set by the AFSA Secretariat.

9.3 Failing such a resolution, the dispute, if arbitrable in law, shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

Accepted by: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_