Blue Valley Golf & Country Club PO Box 61, Halfway House, 1685

PO Box 61, Halfway House, 1685 Tel: 011 512 0204 or 082 964 3267

Email: bvgolf@icon.co.za



Membership Pack 2025

(To be completed in block letters)

Surname		
Full Christian Names		
Preferred Nick Name		
Date of Birth:/	Gender	Age (years)
I.D. No. (photocopy to be attached.)		
Occupation & Position		
Employer/Company/University		
Student No. (attach photocopy)		
Course attending from	T	0
Billing Address		
Postal Address		
Residential Address		
Stand number if applicable		
Contact # Residence	Busine	ss
Mobile No	Other_	
E-mail Address		
Nationality		-
Golf Club of which applicant is preser		mber Membership #
Present Handicap (SAGA ID #)		Lowest Handicap
I	agree to abide by	the Club rules (as attached)
(signature of applicant)		
Date Signature (Gua	ardian if applicable)_	
Member proposing: Name:		Member #:

Membership requirements

Category of residential mem	bership applied	d for:	
Junior Male (<19)	Junior	Female (<19)	
Student Male (19-25)	Student Fema	ile (19-25)	
Full Male (>26)		Full Female (>26)	
Full Male Senior (60+)		Full Female Senior (60+)	
Category of non-residential r	membership ap	oplied for:	
Junior Male (<19)	Junior	Female (<19)	
Student Male (19-25)	Student Fema	ile (19-25)	
Full Male (>26)		Full Female (>26)	
Full Male Senior (60+)		Full Female Senior (60+)	
In addition to my membersh	ip, I would req	uire the following:	
Transfer to Blue Valley		Handicap & Affiliation	
Unlimited pre-paid rounds			
Any other requirements			

Method of payment

EFT	Credit card	

Blue Valley Golf & Country Club (Pty) Ltd

Banking details: ABSA Centurion, Branch code: 630 445, Account: 40 5427 5679

FOR OFFICE USE ONLY:	APPROVED BY GM	1	_ Date:
CLUB MASTER SYSTEM	_ HNA SYSTEM	_TRF REQUESTED	CARD ORDERED
ACTIONED BY:		Date:	

Membership Agreement

- 1. The Parties
- 1.1 The parties to this membership agreement ("this Agreement") are:
- 1.1.1 Blue Valley Golf & 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 Blue Valley Golf & 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 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 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 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 2022 and each subsequent annual subscription fee, on or before 1st 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.

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 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 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 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 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 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 Blue Valley Golf & Country 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 It is 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 conduct its obligations under this Agreement (including the Rules); or
- 8.3.4 The Applicant is provisionally or finally sequestrated 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/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 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:

- : Blue Valley Golf & Country Club
- : 61 Beauly Avenue
- : Blue Valley Golf & Country Estate
- : 1682

Tel no: 011 512 0204

marked for the attention of The General Manager, Blue Valley Golf & 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 Blue Valley Golf & Country Club via my given details.

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

Signed at	on	202
Applicant		
Signed at	on	202
BLUE VALLEY GOLF & C	OUNTRY CLUB (Pty) Ltd	

BLUE VALLEY

