

ANNEXURE L: SIMBITHI COUNTRY CLUB RULES

Interpretation:-

In these rules -

- Any gender shall include the other genders.
- The singular shall include the plural and visa versa
- "Mancom" shall mean the Management Committee and the members of the Management Committee, the establishment of which is provided for in the Constitution.
- "Club" shall mean the Simbithi Country Club.
- "Estate" means the residential estate adjoining the Club, known as Simbithi Eco Estate which is administered by Simbithi Eco Estate Homeowners Association (SEEHOA).
- "General Manager" shall mean the person appointed from time to time by Mancom as General Manager of the Club and shall include the chairperson of Mancom or his nominee in the absence of the General Manager.
- "Member" shall mean a person who is a member of the Club as provided for and set out in the Constitution and these Rules.
- "Rules" shall mean the Club's rules in force and as amended by Mancom from time to time.

SECTION 1. COUNTRY CLUB FACILITIES

1. CLUB OPENING HOURS

- 1.1 Access to the Clubhouse is from 06h00 in summer and 06h30 in winter and ends at 22h00. Closing time can be later if there are functions at the Club or earlier if the activity does not justify keeping the Club open until the normal closing time.

- 1.2 The Club is closed on Christmas Day and New Year's Day. Sporting facility may not be used by the Members on these days. Special events may only take place on these days at the sole discretion of Mancom.

- 1.3 The Administration Office hours are 08h30 – 17h00, Monday to Friday.

2. CONTACT DETAILS

Please refer to Annexure A for the contact details for all of the Club's facilities

A Duty Manager is always available during the Club's business hours.

Club Management welcomes suggestions and will deal with any complaints.

3. MEMBERSHIP AND GUESTS

- 3.1 Enquiries for membership should be addressed to the Administration Manager who can supply all relevant information and application forms.

- 3.2 It is the member's responsibility to advise the Club or SEEHOA of any change in address or telephone number. Failure to do so will not invalidate any notice issued by the Club. Members are requested to carry their membership/access cards whenever on Club premises.

- 3.3 Members may introduce their guests to the clubhouse buildings, club grounds and sports facilities reserved for Members and the guest may remain in these areas only so long as the member is also present.

- 3.4 Members shall enter the guest's name and address in the visitors book and sign them in on arrival at the Club premises.

3.5 No member shall introduce any guest who has been barred or expelled from the Club or any person who having applied for membership, has not been accepted as a member of the Club.

3.6 Members are responsible for any non-payment of Club debts incurred by his guests and should ensure that his guests abide by the Club rules.

3.7 A member may bring his family to the Club for dining or social purposes at any time.

4. ACCOUNTS

4.1 Residential Members subscriptions and other charges are debited to the SEEHOA levy account. SEEHOA is responsible for the administration and collection of these amounts from Residential Members. Residential Members are entitled to a discount provided that the Residential Member has given authority for, and has signed the required documentation, authorising SEEHOA to recover the monthly amount due by way of Debit Order. No credit shall be granted to any Residential Member who has not agreed to the Debit Order requirement.

4.2 If a Residential Member is a Golf Member (i.e. in addition to being a Social Member, such person is also a member of the Golf Section), the golf subscription portion shall be debited annually in advance.

4.3 Club accounts are rendered monthly and are due within 30 days of the statement date. Accounts not paid within 30 days of statement will incur interest charges. If accounts are not settled within 30 days the member may be suspended from the use of all Club facilities until the account is settled in full.

4.4 Golf Section Members (i.e. Golfing members who do not own property on the Estate) are not afforded credit facilities, and do not qualify for the discount. Golf Subscriptions are payable annually in advance.

4.5 In the event of a Golf Section Member joining the Club, The first annual subscription shall be pro-rated for the period until the immediately following financial year of the Club as follows:

Join between

1 March to 31 May	100%
1 June to 31 August	75%
1 September to 28 February	50%

4.6 No subscriptions are refundable in the event of the resignation or other termination of membership. This applies to all categories of Membership.

5. GENERAL

5.1 **Liquor and or other foodstuffs** or provisions may not be brought to or removed from the Club premises without prior consent of management.

5.2 No unlawful **gambling** is permitted on Club premises.

5.3 **Dogs or other pets** are not permitted in the Club house or on surrounding areas. Dogs may be walked on the golf course cart paths provided they are on a leash and only when no play is in progress. Those in control of dogs being walked are responsible for cleaning up and removing any of their animals' faeces.

5.4 **Joggers, walkers, cyclists** etc. may use the golf cart paths but not the golf course itself and then only when no play is in progress. Golfers shall always have the right of way.

5.5 **Access to all dams and waterways on the course** is strictly prohibited. This includes a total ban on fishing in any of the dams North of Shaka's Rock Road.

5.6 Only golfers in the course of playing a round may **look for their ball** if lost in the rough or in or adjacent to a water hazard. Only those authorised by management are entitled to look for golf balls for resale.

5.7 **Golf Bags** - If a cart attendant is on duty in the car park, golf bags shall be conveyed by the attendant to the bag storage area adjacent to the Pro Shop. After the round of golf, the Attendant shall convey the bag back to the player's car. It is only in the event that there is no attendant on duty, when golf bags may be carried through the main entrance. Golf Bags must be stored in the designated area adjacent to the Pro Shop.

5.8 **Kit Bags, Tog Bags and Sports Equipment** are not to be taken into any restaurant or function room. These items

should be kept in the change rooms, or in the area designated for Kit Bag storage adjacent to the Half-Way House.

5.9 **The Club accepts no liability** for any injury or damage to persons or damage to or loss of equipment or other goods resulting from any cause whatsoever.

5.10 **In the event of any breakages**, Such Member shall pay for any breakages or damage to Club property caused by a Member, his family or his guest.

6. DRESS REGULATIONS

6.1 Rather than being prescriptive regarding the type of dress, members are encouraged to ensure that their dress and the dress of their guests is in keeping with the standards that the Club wishes to maintain. Management of the Club reserves the right to refuse entry, or to request the rectification of dress of Members and their guests in the event that the management deem such dress inappropriate to the circumstances. We take pride in our Club and the welfare of all our members and guests is paramount. Kindly help us in maintaining this pride.

7. CHILDREN

7.1 **Children at the Clubhouse** are welcome, however the Clubhouse, including the entire wooden deck area, is primarily for the enjoyment of adults. Children **must be accompanied by, and be under the firm control of an adult at all times.**

7.2 Members and their guests are thus requested to **please respect other members** and guests, and must ensure that their children's behaviour is not offensive to other patrons using the Club. This is especially the case in the Fig Tree Restaurant and on the Terrace. Members expect the Club to be a place to relax, without having the annoyance of unruly children.

7.3 **No ball games, use of bicycles, skateboards or other wheeled items or toys are allowed** in any of the Club's rooms, or on any part of any wooden deck. No climbing of trees in the Club's grounds is permitted.

7.4 **Bicycles, skateboards, scooters, roller blades and any other wheeled items** are prohibited in the immediate vicinity of the

clubhouse, the parking areas, the tennis courts, golf practice greens and golf course playing area.

7.5 Children accompanied by an adult are welcome in all areas of the Club except the bar area in the Fig Tree Restaurant and in the John Platter Wine Gallery.

7.6 Young children must be closely supervised at all times.

8. GOLF COURSE

8.1 The course is open daily for play but may be closed for specific competitions or for maintenance from time to time.

8.2 The course is normally reserved for members on the weekend. Visitors are welcome to play at weekends provided the course is not fully booked. This decision is at the discretion of the Golf Manager.

8.3 Time sheets are posted in the pro-shop, one week in advance. If any person books a time and does not show up, he will be billed the full playing fee for that round, or if the person is a member with annual green fees included in his subscription, such member will be invoiced for the cost of a member's guest round for each of the wasted individual golfer bookings.

8.4 All golfers must check in at the pro-shop prior to commencing play. Members who wish to play a few holes must check in at the pro-shop beforehand and pay any fee which may be due. The Club has appointed marshals to monitor all golfers.

8.5 Anyone found playing golf on the course who has not paid for that round will be liable to a fine of up to R250 for the first offence, R500 for a second offence and suspension from use of the Club's facilities for a third offence.

8.6 Practicing on the course and greens is not permitted without the permission of the Golf Manager.

8.7 Golf carts are available for hire from the pro-shop. A maximum of two persons may occupy any golf cart, which must be driven by a licensed driver. Any person driving a golf cart on the Club's property must have completed and signed the standard golf cart driver's indemnity form.

8.8 No liability whatsoever shall attach to the Club in respect of any damage to persons or

property resulting from the use of golf carts and all persons operating and being conveyed in golf carts, do so at their own risk. In particular and without limiting the generality of what has already been stated, all such persons waive and abandon all claims that they may have or in the future may have arising out of the suitability or otherwise of the golf course and Club premises for the use of golf cart and indemnify the Club in relation to any claim of whatsoever nature that may be made against the Club by any person arising out of or relating to such use.

- 8.9 In order to speed up play, under normal circumstances golf carts are compulsory. At the discretion of the Golf Manager, golfers may be allowed to walk the course; however any walking golfers must allow faster players through.
- 8.10 All Residential Members using golf carts other than the Club's own rental carts on the golf course property, whether golfers or not, are required to register their golf carts at SEEHOA's offices and pay the required annual fee.
- 8.11 Visitors or Golf Members who do not live on the Estate who bring a golf cart that has no Simbithi golf cart permit, will be charged a nominal daily fee.
- 8.12 The Club's rules regarding the driving of carts comply with the rules and regulations of SEEHOA.
- 8.13 All persons using the golf course cart paths or driving on the fairways should take care, as some areas are slippery when wet. The Golf Manager may rule that no golf carts are permitted, or there may be restricted access to certain portions of the golf course.
- 8.14 Golf carts shall be used on the cart paths wherever possible to conserve the fairways.
- 8.15 A maximum of two golf carts per four-ball is permitted unless a ruling to the contrary is made by the Golf Manager.
- 8.16 Golfers causing injury or damage to any person or property are personally liable and the Club accepts no responsibility.
- 8.17 No games, or any activity, other than participation in a round of golf is allowed on any part of the golf course. Parents of children seen in breach of this clause will be disciplined

by Mancom. Such discipline may include Financial penalties and/or suspension.

9. TENNIS COURTS

- 9.1 Two floodlit courts, changing rooms and showers are available. Towels are also available. These tennis courts are strictly for the use of Residential Members and their guests.
- 9.2 Court bookings should be made at the Pro-shop but may not be for more than seven days in advance.

10. GYMNASIUM

- 10.1 The gymnasium situated on the upper level near the tennis courts is available for the use of Residential Members only. Please use the hygienic wet wipes provided and please bring your own towel to clean the equipment. It would be appreciated by all users if you leave the gym in the condition in which you find it.

11. DISCIPLINE

- 11.1 These rules are published for the information of members in terms of the Constitution of the Club. These Rules are to be strictly observed for the benefit of all Members.
- 11.2 Members shall not commit any breach of the Constitution or the Rules nor shall they introduce to the Club any person whose presence is prejudicial to the Club, nor shall they be guilty of unsportsmanlike or ungentlemanly conduct or conduct prejudicial to the character, interest or reputation of the Club whether on or outside the Club's premises.
- 11.3 Mancom may, after giving the Member the opportunity of being heard, warn, suspend, fine or expel the member or request the Member to resign.
- 11.4 Neither the Club nor its officers or servants are liable for loss, damage or injury to personal property suffered by any members or his guest while on the Club premises or while active in a Club's activity elsewhere.

SECTION 2. MEMBERSHIP

1. MEMBERSHIP OF THE CLUB

1.1 Mancom shall determine all matters relating to membership of the Club and shall publish the same in the Rules.

1.2 ALL MEMBERS:-

1.2.1 Shall be deemed to be aware of and to be bound by the Constitution and Rules and all decisions of Mancom.

1.2.2 Shall, in the event of any dispute or disagreement between members and/or between members and Mancom regarding the meaning, effect or interpretation of the Constitution or Rules be bound by the decision of Mancom in those regards.

2 MEMBERSHIP CATEGORIES FOR OWNERS OF PROPERTY WITHIN THE ESTATE

2.1 **RESIDENTIAL MEMBERS** include all owners of property within the ESTATE. There shall be one PRINCIPAL member in respect of each residential erf or sectional title unit within the ESTATE. RESIDENTIAL MEMBERS cannot resign or cancel their membership of the Club. It is a requirement of the standard purchase agreement used in the Estate that there must be a RESIDENTIAL MEMBER in respect of each property within the Estate. RESIDENTIAL MEMBERS can be either:

2.1.1 **RESIDENTIAL SOCIAL MEMBERS** who are members of all SECTIONS of the CLUB **other than Golf**. The annual subscription is payable monthly and shall be collected on behalf of the Club by SEEHOA.

2.1.2 **RESIDENTIAL GOLF MEMBERS** who are members of all sections **including golf**. In addition to golf privileges, RESIDENTIAL GOLF MEMBERS enjoy the same rights and have the same obligations as RESIDENTIAL SOCIAL MEMBERS. They shall be obliged to pay the required annual golf subscription in addition to the subscription of a RESIDENTIAL SOCIAL MEMBER. The annual golf subscription shall be collected on behalf of the Club by SEEHOA.

2.2 It is obligatory that, in respect of every property which is not owned by the CORPORATE MEMBER (i.e. the original developer), there shall be either one RESIDENTIAL GOLF MEMBER or one

RESIDENTIAL SOCIAL MEMBER in respect of each property within the ESTATE.

2.3 It is obligatory for there to be one RESIDENTIAL GOLF MEMBER in respect of each property within the ESTATE where such property is **north of Shaka's Rock Road**.

2.4 Owners of property in the ESTATE where such property is situated south **of Shaka's Rock Road** may elect to become RESIDENTIAL GOLF MEMBERS and shall be obliged to pay the required golf subscription in addition to the subscription as a RESIDENTIAL SOCIAL MEMBER.

2.4.1 The Club shall assume that any person electing to be a member of the golf section in terms of this section shall automatically renew such subscription on an annual basis. Any person who is a member in terms of this section who wishes to resign as a member of the golf section must do so by giving written notice of their intention not to renew their golf subscription for the ensuing financial year. The notice must be handed to the Administration Manager by 31 January giving notice that they will not renew their golf subscription for the year commencing 1 March of that year. No pro rata payments or refunds for early resignation or termination of such golf membership will be contemplated.

2.5 A **spouse and minor children of RESIDENTIAL MEMBERS** (which includes both RESIDENTIAL SOCIAL MEMBERS and RESIDENTIAL GOLF MEMBERS) shall enjoy the use of the CLUB, excluding Golf for no additional membership subscription.

Note: RESIDENTIAL GOLF MEMBERS of property which is **North of Shaka's Rock Road** cannot resign in terms of this section as it is an obligation imposed by the sale agreement that there shall always be a RESIDENTIAL GOLF MEMBER in respect of each of these properties.

2.6 A spouse and minor children of RESIDENTIAL GOLF MEMBERS shall enjoy the use of the CLUB, excluding Golf for no additional membership subscription. They may obtain golf privileges subject to paying the required annual subscription in respect of their category as a spouse or child of a RESIDENTIAL GOLF MEMBER.

2.7 In the event that a **spouse or minor child of a RESIDENTIAL SOCIAL MEMBER**

wishes to obtain golf membership, a subscription equal to the golf subscription payable by a RESIDENTIAL GOLF MEMBER must be paid. If there is a second (or more) family member who also wishes to obtain golf membership, the appropriate subscription in respect of spouses and children shall apply to the second (or more) family member. (The principal is that there should be one full member in respect of a property before reduced subscriptions apply)

- 2.8 Owners of property on the Estate north of Shaka's Rock Road who are not golfers, **may elect to nominate a third party** as the person with golf privileges. Such nominated person shall be treated as a GOLF SECTION MEMBER. The annual subscription payable shall remain the obligation of the owner of the property.

Note: The person nominated in terms of this section shall only have use of the Golf facilities.

2.9 **Multiple ownership and corporate ownership**

Where the purchaser of immovable property on the ESTATE is comprised of a number of individuals who intend to, or have acquired the relevant immovable property and hold it by way of co-ownership, each of the co-owners shall, subject to their applications for membership being approved, become a RESIDENTIAL MEMBER. Similarly, where the purchaser is an artificial person, its nominees shall, subject to the applications for membership being granted, each be entitled to become RESIDENTIAL MEMBERS. The additional subscription(s) payable shall be determined by Mancom based on the specific circumstances of each application.

2.10 **Property owned by a Company, CC or Trust**

A RESIDENTIAL MEMBER who is nominated thereto by an artificial person or trust (which for the purposes of these Rules shall be dealt with as though it were an artificial person) shall be capable of being substituted from time-to-time in the event of the controlling interest in or beneficiary(ies) of the said artificial person or trust, as the case may be, changing. Any such substitution shall, however, be conditional upon an application for Membership by the proposed substitute being approved by Mancom. A person who derives Membership by such substitution shall nevertheless be obliged to pay whatever fees and/or subscriptions would normally

be payable by an individual purchaser who applies for Membership of the relevant category.

2.11 **Change in ownership of the Property, Company, CC or Trust**

A RESIDENTIAL MEMBER shall remain as such only for as long as he/she continues to be the owner of the immovable property which entitles him/her to such Membership or, in the case of a nominee as envisaged in 2.10 above, until his substitution. Where persons have derived Membership as nominees of an artificial person, their Membership shall cease if that artificial person ceases to be the owner of the immovable property which entitled it to make such nomination. Upon any such person ceasing to be a MEMBER, the rights conferred upon his/her spouse and minor children shall likewise cease.

2.12 **Tenants**

In the event of an owner leasing a property on the ESTATE to a Tenant (for a period of 3 months or more), then in that event, at the owner's election one of two options is available as follows:

2.12.1 Such owner shall nominate the tenant as the beneficiary of the owner's SOCIAL MEMBERSHIP of the Club, in which event the tenant shall be entitled to exercise all the owner's rights of membership of the CLUB (as contemplated above, to the exclusion of the owner). In the event of the owner electing this option, the owner shall remain responsible for all its obligations to the CLUB, including the payment of the monthly subscription and all other amounts due to the CLUB and it shall be the responsibility of the owner to recover such amounts from his tenant. The Tenant shall not be granted credit facilities, nor will the Tenant be entitled to the RESIDENTIAL MEMBER's discount.

2.12.2 If the owner wishes, during the period of the lease, to personally continue to make use of the club facilities which arise from such SOCIAL MEMBERSHIP, by agreement with the tenant and Mancom, the owner may nominate such tenant for TENANT SOCIAL MEMBERSHIP for the duration of the lease. An additional subscription shall be payable by the owner in respect of this TENANT SOCIAL MEMBERSHIP. It is anticipated that the owner shall recover this cost in terms of his lease with the tenant.

2.12.3 In respect of using golf facilities, a tenant may either be nominated as in rule 2.8 above or he

may apply to become an External Golf Member.

spouse and child(ren) shall be determined annually by Mancom.

2.13 Residential membership shall cease:

2.13.1 If the residential member ceases to own a property within the Estate.

2.13.2 If the controlling interest in, or beneficiary/ies of the nominating artificial person or trust, changes; or

2.13.3 If the nominating artificial person or trust ceases to be the owner of the property right which entitled it to make such nomination.

2.14 The cessation of residential membership referred to above will come into effect at the end of the month in which the interest in the property ceases (i.e. when transfer of the property is affected to the subsequent owner).

2.15 Cessation of residential membership or the property owners membership results in the simultaneous cessation of the membership of a residential member's spouse (and minor children);

2.16 No Subscription or entry fees are refundable if a member resigns during the year.

3 EXTERNAL MEMBER OF THE GOLF SECTION ONLY

3.1 Persons who do not own property in the ESTATE may apply to become an EXTERNAL GOLF MEMBER.

3.2 The requirements for membership, the application and approval process shall be determined by Mancom.

3.3 An EXTERNAL GOLF MEMBER shall only enjoy golf privileges. This shall exclude the use of facilities reserved for RESIDENTIAL MEMBERS. The use of facilities shall be determined by Mancom.

3.4 Golf section membership may be obtained for a spouse or the minor children of an EXTERNAL GOLF MEMBER on approval by Mancom and the payment of the required subscription(s).

3.5 The annual subscription payable by an EXTERNAL GOLF MEMBER, and in respect of any membership for such GOLF MEMBER's

3.6 The annual subscription payable by an EXTERNAL GOLF MEMBER and the spouse and child(ren) shall entitle such person to be a member of the Golf Section.

3.7 The Club shall assume that any person electing to be a member of the golf section in terms of this section shall automatically renew such subscription on an annual basis. Any person who is a member in terms of this section who wishes to resign as a member of the golf section must do so by giving written notice of their intention not to renew their subscription for the ensuing year. The notice must be handed to the Administration Manager at least three months prior to the expiry of such Member's current subscription.

3.8 Mancom reserves the right to refuse the renewal of any EXTERNAL GOLF MEMBER's membership, No reasons for the refusal to renew such membership are required.

3.9 In respect of leases of more than three months duration, where such property is situated to the north of Shaka's Rock Road (i.e. where the owner is obliged to have at least one RESIDENTIAL GOLF MEMBERSHIP), the owner may nominate the tenant as the beneficiary of the owner's GOLF SECTION MEMBERSHIP of the Club, in which event the tenant shall be entitled to exercise all the owner's rights of membership of the CLUB in respect of golf to the exclusion of the owner. In the event of the owner electing this option, the owner shall remain responsible for all his obligations to the CLUB, including the payment of the annual subscription and all other amounts due to the CLUB and it shall be the responsibility of the owner to recover such amounts from its tenant. In this event the owner's golf privileges will be suspended for the duration of the lease.

4 ALL MEMBERS OBLIGATIONS

ALL MEMBERS:

4.1 Shall be deemed to be aware of and to be bound by the Constitution, the Rules and all decisions of Mancom;

- 4.2 Shall, in the event of any dispute or disagreement between MEMBERS and/or Mancom and MEMBERS, regarding the meaning, effect or interpretation of this Constitution, be bound by the decision of Mancom in those regards.
- 4.3 Mancom shall, on an annual basis, determine the annual subscriptions payable in respect of each category of membership.
- 4.4 Membership of the Club shall not give to any member any propriety right, interest, claim or demand in or to any of the property of the Club, but shall confer on members the rights and privileges of the Club and its facilities in accordance with the Constitution and these Rules.
- 4.5 No profit from the sale of liquor or food derived from any other source shall accrue to or be distributed to any member.
- 4.6 The liability of members is limited to the amount of unpaid subscriptions, entrance fees, debentures or amounts owing by them to the Club from time to time.

5 DEFAULTING MEMBER

- 5.1 A MEMBER who has failed –
 - 5.1.1 to pay his annual subscription or any part thereof for a period of 60 (SIXTY) days beyond the due date for such payment, or
 - 5.1.2 has failed to pay any other DEBT for a period of 60 (SIXTY) days after the same is due, shall without prejudice to the CLUB's right to claim interest on the overdue amount, be suspended and will cease to be able to enjoy the privileges of the CLUB or to use the facilities or amenities of the CLUB and shall become a DEFAULTING MEMBER.
- 5.2 Any MEMBER suspended pursuant to 5.1 who fails to pay a DEBT within 7 (SEVEN) days of the GENERAL MANAGER or his appointed staff member giving NOTICE to the MEMBER to do so, shall cease to be a MEMBER of the CLUB with effect from expiry of such notice.
- 5.3 Any MEMBER suspended in term of 10.4 of the Constitution, during the period of such suspension and any MEMBER who has been requested to resign in terms of 10.4, shall be deemed to be a DEFAULTING MEMBER.

- 5.4 Mancom may, in its sole discretion, in respect of any person who has ceased to be a MEMBER in terms of this sub-clause reinstate such person as a MEMBER.

6. DISCIPLINE OF MEMBERS

- 6.1 Mancom may, after giving the member the opportunity to appear before it at such time and place as in its discretion may deem fit to respond to the allegations made against him suspend, fine, expel or request such member to resign if in the opinion of Mancom such member –
 - 6.1.1 Has committed any breach of this constitution or the Rules;
 - 6.1.2 Having been warned or notified by Mancom has introduced to the Club any person whose presence is prejudicial to the Club; or
 - 6.1.3 Has been guilty of un-sportsmanlike or unseemly conduct or of conduct unbecoming of a lady or gentleman or conduct prejudicial to the character, interest or reputation of the Club.
 - 6.2 A residential member may neither be expelled nor requested to resign but may be suspended indefinitely. Such suspension shall not absolve the member of his obligations to the Club (i.e. the payment of subscriptions, etc)
 - 6.3 Should a member requested to resign, fail to do so within 14 (fourteen) days from the date the letter addressed to him setting forth such request, Mancom shall be empowered to expel such member and to remove such persons name from the list of members.
 - 6.4 Mancom shall not be obliged to state its reasons for its decisions regarding any member nor shall any member have the right to take any legal action against Mancom or the Club as a result of any such decision.
 - 6.5 All members shall communicate their addresses from time to time to the Club secretary and a registered letter addressed to any member at his last known address shall be deemed to have been received by him.
- ## **7. AMENDMENTS TO THE RULES**
- Mancom may add to or amend these rules at any time.

**ANNEXURE A of Simbithi Country Club Rules
CONTACT DETAILS**

	Phone Number	E Mail
Restaurant and restaurant bookings	032 946 5403	only by phone
Chef	032 946 5405	chef@simbithi.com
Administration Office	032 946 5402	heather@simbithi.com
Functions and events co-ordination	032 946 5402	events@simbithi.com
Golf Pro Shop and tennis bookings	032 946 5412	proshop@simbithi.com
Security	032 946 8372	controlroom@simbithi.com
Home Owner's Association	032 946 8371	enquiries@simbithi.com
Postal address:	P O Box 1002 Simbithi 4390	

RESERVATIONS

Reservations for restaurants and other events are made at the restaurant. Members are asked to quote their membership number when making reservations.

Enquiries and bookings for special functions and catering should be addressed to the Events Manager.

Enquiries for special catering should be addressed to the Events Manager.

Enquiries for the use of the sporting facilities for non-club events should be addressed to either the Golf Manager or the Events Manager.

Reservations for the tennis courts may be made at the pro-shop.

ANNEXURE B of Simbithi Country Club Rules

CLASSES OF MEMBERSHIP

A COMPULSORY RESIDENTIAL MEMBERSHIP

RESIDENTIAL SOCIAL MEMBERSHIP (COMPULSORY FOR PROPERTIES SOUTH OF SHAKA'S ROCK ROAD)

RESIDENTIAL GOLF MEMBERSHIP (COMPULSORY FOR PROPERTIES NORTH OF SHAKA'S ROCK ROAD AND ON ELECTION FOR PROPERTIES SOUTH OF SHAKAS ROCK ROAD)

Where there is a PRINCIPAL RESIDENTIAL SOCIAL MEMBERSHIP or RESIDENTIAL GOLF MEMBERSHIP in place, then the following have automatic Social Membership in the Club. To obtain golf privileges, the appropriate golf subscription will be required.

- FAMILY MEMBERS (spouses and children under the age of 21 of the above categories)
- DEPENDANT MEMBERS (children of the above categories over the age of 21 will be considered on application to the Mancom)

B RESIDENTIAL TENANT MEMBERSHIP (Leases over three months duration only) PLUS FAMILY MEMBERS (spouses and children under the age of 21 of the above categories)

C EXTERNAL GOLF MEMBERSHIP (Persons who do not own property within the Estate) PLUS FAMILY MEMBERS (spouses and children under the age of 21)

D HONORARY MEMBERS (Awarded by the Mancom only)

E STAFF MEMBERS (On application to the Mancom)

ANNEXURE C of Simbithi Country Club Rules

GENERAL AGREEMENT BY ALL MEMBERS REGARDING THEIR USE OF FACILITIES AT SIMBITHI COUNTRY CLUB

I acknowledge and agree that I enter upon the Simbithi Eco-Estate and utilise the facilities of The Simbithi Country Club entirely at my own risk and that Simbithi Eco-Estate (Pty) Ltd, the Simbithi Country Club and Simbithi Eco-Estate Home Owners Association shall not be liable under any circumstances whatsoever for any injury to person or any loss of, or damage to, any property that may occur as a consequence of me entering upon the Estate and/or using the Club's facilities.

I hereby waive all claims against Simbithi Eco-Estate (Pty) Ltd, Simbithi Country Club and Simbithi Eco Estate Homeowners Association for any loss of or damage to property or injury to person which I may sustain in or about the Simbithi Eco-Estate and indemnify Simbithi Eco-Estate (Pty) Ltd, Simbithi Country Club and Simbithi Eco-Estate Homeowners Association against any such claim that may be made against Simbithi Eco-Estate (Pty) Ltd, Simbithi Country Club and Simbithi Eco Estate Homeowners Association by members of my family, my invitees or any other person who may go upon the Simbithi Eco-Estate by virtue of my rights thereto, for any loss or damage to property or injury to person suffered in or about the Simbithi Eco-Estate however such loss or damage to property or injury to person may be caused.