

SIMBITHI COUNTRY CLUB RULES

NOTE THE EXCLUSIONS OF LIABILITY, WAIVERS AND INDEMNITIES IN CLAUSES 10.9, 13.5, 13.10 AND 13.12.

PLEASE COMPLETE AND SIGN THE EXCLUSION OF LIABILITY, WAIVER AND INDEMNITY IN ANNEXURE L1.

PLEASE COMPLETE AND SIGN THE CONSENT FOR USE OF PERSONAL INFORMATION IN ANNEXURE L2.

Interpretation:-

In these rules –

- Any gender shall include the other genders.
- The singular shall include the plural and vice versa
- Any term not specifically defined shall have the meaning given to it under the Constitution of the Club
- “Club” shall mean the Simbithi Country Club and its facilities.
- “Disciplinary Committee” shall mean the committee constituted by the SCC Manco from time to time in terms of the Constitution.
- “Estate” means the “Estate” as defined more fully in the Memorandum of Incorporation of SEEHOA.
- “General Manager” shall mean a general manager of the Club appointed by the Exco.

- “Owner” shall mean a person who is a member of SEEHOA and who is the owner of immovable, residential property in the Estate.
- “Member” shall mean a person who is a member of the Club and, if applicable, also of any section as provided for and set out in the Constitution and these Rules of the Club and “Membership” shall have a corresponding meaning.
- “Rules of the Club” shall mean the Club’s rules in force and as amended by the SEEHOA Board from time to time.
- “SCC Manco” shall mean the committee established by the Exco to implement the Exco decisions and manage the day to day operations of the Club.
- “SEEHOA” shall mean the Simbithi Eco Estate Homeowners Association NPC Reg. No. 2004/009153/08.
- “Section Committee” shall mean the management committee of a section the establishment of which is more fully provided for in the Constitution.
- “EXCO” shall mean the executive management committee of the Club made up of the members from time to time of the Board of SEEHOA.

1. MEMBERSHIP OF THE CLUB

- 1.1 The Exco shall determine all matters relating to membership categories of the Club.

2. MEMBERSHIP RULES FOR RESIDENTIAL MEMBERS, RESIDENTIAL TENANT MEMBERS AND RESIDENTIAL FAMILY MEMBERS

- 2.1 Residential Family Members shall enjoy the use of the Club, excluding membership of any sections, for no additional Membership subscription and shall be entitled to discounts and or to credit facilities with the Club as determined by the Exco from time to time.

2.2 Multiple ownership and corporate ownership

The subscription(s) payable by additional co-owners or nominees of artificial persons who are owners of immovable property on the Estate and who wish to take up membership of the Club as is more fully provided for in the Constitution shall be determined by the Exco from time to time.

Additional co-owners or nominees of artificial persons shall in such circumstances apply for Non-Residential Membership of the Club.

2.3 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 or shall otherwise be capable of being varied upon application to the Club as is contemplated in clause 5.7 of the Constitution. Any such substitution or variation shall, however, be conditional upon an application being approved by the Exco. A person who derives Membership by the contemplated substitution consequent upon a deemed alienation 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.

2.4 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 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 and privileges conferred upon his/her spouse and minor children or dependants shall likewise cease.

2.5 Tenants

2.5.1 In the event of an owner leasing immovable, residential property on the Estate for a period of one month or more, then in that event, at the owner's election one of two options is available as follows:

2.5.1.1 Such owner shall retain his owner's Residential Membership of the Club and his Membership of all sections, in which event the tenant shall be not be entitled to exercise any of the owner's rights of Membership of the Club or of any section and should the tenant wish to acquire Membership of the Club or of any section then the tenant shall be obliged to register as a Residential Tenant Member and to apply for membership of any relevant section in order to enjoy the privileges

attaching to Residential Tenant Membership of the Club and relevant sections;
or

2.5.1.2 If the owner wishes to nominate, during the period of the lease, the tenant to make use of the owner's section membership privileges then by agreement with the tenant and with the approval of Exco, the owner may nominate such tenant for use of the owners section membership however the tenant shall then be obliged to simultaneously apply for Residential Tenant Membership of the Club.

2.5.2 An additional subscription shall be payable in respect of any Residential Tenant Membership. It is anticipated that the owner shall recover this cost in terms of his lease with the tenant. Residential Tenant Members shall be entitled to discounts or to credit facilities with the Club as determined by the Exco from time to time.

2.6 **Membership shall cease:**

2.6.1 If the Residential Member ceases to own a property within the Estate; or

2.6.2 If the controlling interest in, or beneficiary/ies of the nominating artificial person or trust, changes in circumstances which amount to a "deemed alienation" as is envisaged in terms of clause 2.1.3 of the Memorandum of Incorporation of SEEHOA; or

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

2.7 The cessation of Residential Membership referred to above will come into effect on the date that the interest in the property ceases (e.g. the date when transfer of the property is affected to the subsequent owner or on the date of the "deemed alienation" as the case may be).

2.8 Cessation of Residential Membership automatically results in the simultaneous cessation of any related Residential Family Memberships (i.e. the Membership of a Residential Member's spouse and dependants). Residential Tenant Membership shall automatically cease on the date of termination of the relevant lease.

2.9 **No subscription, entry or other fees are refundable if a member resigns during the year.**

2.10 Additional requirements for membership, the application and approval process, the subscriptions and fees and the privileges and benefits attaching to Residential Membership, Residential Tenant

Membership and Residential Family Membership and any further sub-categories of membership shall be determined by the Exco and set out in the Schedule annexed hereto marked "L3" and which may be amended by the Exco on an annual basis, Members duly notified and then attached hereto for record purposes.

3. NON-RESIDENTIAL MEMBERS

3.1 Non-Residential Members shall be accepted for membership of the Club on an annually renewable basis and shall be deemed to have applied for their membership to be renewed at the end of each year save where written notice of resignation is furnished as contemplated below. Renewal shall not be automatic and shall be at the discretion of the Exco and on such terms and conditions as the Exco may determine from time to time. Any person who wishes to resign as a Non-Residential Member must do so by giving written notice of their intention not to renew their subscription for the ensuing year which notice must be submitted to the General Manager at least one month prior to the expiry of such Member's current subscription.

3.2 The Exco shall also determine the conditions of use of all facilities by Non-Residential Members from time to time.

3.3 The Exco reserves the right to refuse the renewal of any Non-Residential Membership, on good cause.

3.4 Additional requirements for Membership, the application and approval process, the subscriptions and fees and the privileges attaching to Non-Residential Membership and any further sub-categories of membership shall be determined by the Exco and set out in the Schedule annexed hereto marked "L3" and which shall be amended by the Exco on an annual basis, Members duly notified and then attached hereto for record purposes. Non-Residential Members shall be entitled to discounts and to credit facilities with the Club as determined by the Exco from time to time.

4. ALL MEMBERS OBLIGATIONS

4.1 All Members shall be deemed to be aware of and to be bound by the Constitution and the Rules of the Club and Section Charters, as well as all decisions of the Exco and SCC Manco and all amendments to the Constitution and Rules of the Club of which the Members have been given notice;

- 4.2 **All Members shall, in the event of any dispute or disagreement between Members and/or the Exco and/or the SCC Manco or any Section Committee and Members, regarding the meaning, effect or interpretation of this Constitution, be bound by the decision of the Exco in those regards.**
- 4.3 Membership of the Club shall not give to any Member any proprietary 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 of the Club.
- 4.4 No profit from the sale of liquor or food derived from any other source shall accrue to or be distributed to any Member.
- 4.5 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.
- 4.6 All Members shall communicate their physical, postal and email addresses and any change in those addresses from time to time to the and a registered letter or email addressed to any member at his last known addresses shall be deemed to have been received by him on the 4th day after date of posting if sent by registered post or on the date of hand delivery or transmission thereof if delivered by hand or sent by email.

5. MEMBERSHIP OF GOLF AND OTHER SECTIONS

- 5.1 No person may apply for Membership of the golf section or any other section unless that person is a Member in good standing of the Club. The relevant section application and approval process shall be followed and acceptance of any application for Membership of any section by any Non-Residential Member shall be in the sole discretion of the relevant Section Committee.
- 5.2 Any Member electing to be a Member of the golf section or any other section shall renew such Membership subscription on an annual basis and pay all relevant annual fees and subscriptions. Subject to 5.3 below any person who wishes to resign as a Member of any section must do so by giving written notice of their intention not to renew their section Membership for the ensuing year. The notice must be submitted to the Manager by 31 January giving notice that they will not renew their section Membership for the year commencing 1 March of that year. No pro rata payments or refunds for early resignation or termination will be accepted.

5.3 Residential Members by virtue of their ownership of property which is North of Shaka's Rock Road cannot resign their membership of the golf section as it is an obligation imposed by the sale agreements for those properties that the owners of those properties are obligated to be Members of the golf section in addition to their compulsory membership of the Club.

5.4 The Schedules referred to in clauses 2.9 and 3.4 above shall also reflect the relevant section annual fees and subscription payable by the various categories of Members and as approved by the Exco from time to time.

6. DISCIPLINE OF MEMBERS

6.1 This clause is in addition to clause 16.

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 any other Member who has been requested to resign by the Exco, fail to do so within 14 (fourteen) days from the date of the letter addressed to him setting forth such request, the Exco shall be empowered to expel such Member and to remove such person's name from the list of Members.

6.4 **The Exco shall not be obliged to state its reasons for its decisions regarding discipline (including the removal) of any Member nor shall any Member have the right to take any legal action against the Exco, SEEHOA or the Club as a result of any such decision.**

7. CLUB OPENING HOURS

7.1. 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.

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

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

8. MEMBERSHIP

- 8.1. Enquiries for membership should be addressed to the Administration Manager who can supply all relevant information and application forms.
- 8.2. It is the Member's responsibility to advise the Club and SEEHOA of any change in address or telephone number. Failure to do so will not invalidate any notice issued by the Club.

9. ACCOUNTS

- 9.1. All Residential Members' subscriptions and other charges are debited to the relevant SEEHOA levy account to which they are linked. SEEHOA is responsible for the administration and collection of these amounts from Residential Members on behalf of the Club. 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. Other categories of Members shall not automatically be afforded credit facilities or discounts but shall only be afforded same at the discretion of the EXCO.
- 9.2. If a Residential Member is also a golf section Member the golf section subscription portion shall be debited annually in advance and recovered monthly but subject to acceleration in the event of any monthly payments falling into arrears in which event the balance of the annual subscription shall then be recoverable.
- 9.3. 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 at the prime rate of interest of the Club's bankers applicable from time to time plus 2% (two percent). 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.
- 9.4. Golf and other section subscriptions are payable annually in advance in one lump sum and pro-rated as follows from the date of joining the Club 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%

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

10. GENERAL

10.1. **Liquor and or other food** or provisions may not be brought to or removed from the Club premises without prior consent of management. The Club also reserves the right to limit and/or control the dispensing of liquor to persons using the Club and its facilities.

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

10.3. **Dogs or other pets** are not permitted in the restaurant areas but are permitted in the other Club house areas or on surrounding areas at the discretion of the General Manager provided that they are well-behaved and not a nuisance and further provided that if any Member complains about the presence of any dogs or other pets in the Club house or on surrounding areas then they shall forthwith be removed. 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.

10.4. **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.

10.5. **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.

10.6. Only persons authorised by the Exco or the SCC Manco are entitled to look for golf balls for resale.

10.7. **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. 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.

- 10.8. **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.
- 10.9. **Neither the Club nor SEEHOA will be liable for any death, injury or damage to persons or damage to or loss of equipment or other property resulting from any cause whatsoever which occurs on the Estate and/or on the Club premises including but not limited to the golf course, in the use of any Club facilities or while active in any Club activity anywhere. If the Consumer Protection Act 68 of 2008 (CPA) applies for the benefit of a Member, his family or his guest, the exclusion of liability in this clause will not apply to any loss of the Member, his family or his guest which is directly or indirectly attributable to the gross negligence of the Club or SEEHOA or any person acting for or controlled by either of them.**
- 10.10. All persons entering the Club shall be required to be bound by the conditions recorded in Annexures L1 and L2 and the Club shall as a condition of entry and/or use of Club facilities be entitled to require all Members and any other persons before entering the Club and/or using its facilities to be bound by Annexures L1 and L2 by requiring them to agree to them in writing or otherwise consent to same. Sports facilities may only used by guests or visitors to the Club at the discretion of the SCC Manco and/or any relevant Section Committee.
- 10.11. In the event of any breakages, a Member shall pay for any breakages or damage caused by him, his family or his guest.

11. DRESS REGULATIONS

- 11.1. Rather than being prescriptive regarding the type of dress, Members are encouraged to ensure that their dress and the dress of any guests and visitors is in keeping with the standards that the Club wishes to maintain. The General Manager of the Club or such persons authorised by the Exco/the SCC Manco reserve the right to refuse entry, or to request the rectification of dress of Members, guests and visitors in the event that the dress of any such person is deemed inappropriate to the circumstances. We take pride in our Club and the welfare of all our Members, guests and visitors is paramount. Kindly help us in maintaining this pride.

12. CHILDREN

- 12.1. Members, guests and visitors and their children are requested to **please respect other Members**, guests and visitors, and must ensure that their behaviour is not offensive or disruptive to other patrons using the Club. Members expect the Club to be a place to relax, without having the disturbance of any unruly behaviour.
- 12.2. **No ball games, use of bicycles, skateboards or other wheeled items or toys are allowed** in the Club's rooms, or on any part of any wooden deck. No climbing of trees in the Club's grounds is permitted.
- 12.3. **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.
- 12.4. Young children are encouraged to play in the Kids Park area and **must be closely supervised by a responsible adult at all times**.

13. GOLF COURSE AND GOLF CARTS

- 13.1. All golfers must check in at the pro-shop prior to commencing play. Members who wish to play a few holes must also check in at the pro-shop beforehand and pay any fee which may be due. The Club has appointed marshals to monitor all golfers.
- 13.2. Anyone found playing golf on the course who has not paid or registered for that round will be liable to a penalty for the first offence and for a second offence in such amounts as may be determined by the Exco from time to time and suspension from use of the Club's facilities for a third offence.
- 13.3. Practicing on the course and greens is not permitted without the permission of the SCC Manco.
- 13.4. 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 or duly authorised Club staff member. Any person driving a golf cart on the Club's property must have completed and signed the standard golf cart driver's indemnity form.
- 13.5. **No liability whatsoever shall attach to the Club in respect of any death, injury or 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 this exclusion of liability, 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, SEEHOA property or any other portion of the Estate and/or Club premises for the use of golf carts and indemnify the Club and SEEHOA in relation to any claim of whatsoever nature that may be made against the Club and/or SEEHOA by any person arising out of or relating to such use. If the CPA applies for the benefit of a member, his family or his guest, the exclusion of liability and indemnity in this clause will not apply to any loss directly or indirectly attributable to the gross negligence of the Club or SEEHOA or any person acting for or controlled by either of them.

- 13.6. In order to speed up play, under normal circumstances golf carts are compulsory. At the discretion of the Golf management team, golfers may be allowed to walk the course. Golfers whether walking or not must allow faster players through.
- 13.7. 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.
- 13.8. Visitors or Non-Residential 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 or annual fee as determined by the Exco from time to time.
- 13.9. The Club's rules regarding the driving of carts are consistent with the rules and regulations of SEEHOA. The driving of golf carts by persons who are under the influence of alcohol and exceed the legally permissible alcohol limit applicable to drivers of motor vehicles on public roads is strictly prohibited.
- 13.10. **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 management team may rule that no golf carts are permitted, or there may be restricted access to certain portions of the golf course from time to time.**
- 13.11. Golf carts shall be used on the cart paths wherever possible to conserve the fairways and when crossing Estate roads, the golf cart crossings set aside for that purpose must be used.
- 13.12. **Golfers causing injury or damage to any person or property are personally liable and the Club and SEEHOA accept no responsibility.**

13.13. No games, or any activity, other than participation in a round of golf is allowed on any part of the golf course. Any person in breach of this clause will be disciplined. Such discipline may include financial penalties and/or suspension. All golfers must comply with the Golf Section Charter and all rules of the Golf Section applicable from time to time.

14. TENNIS COURTS

14.1. Two floodlit courts, changing rooms and showers are available. These tennis courts are strictly for the use of Members and their guests.

14.2. Court bookings should be made at the Pro-shop but may not be for more than seven days in advance.

15. GYMNASIUM

15.1. Members wishing to use the gymnasium are required to join the gymnasium annually and to have their Membership of the gymnasium and biometrics activated in order to gain access to the gymnasium. Use and Membership of the gymnasium shall be subject to any Gymnasium Section Charter and its rules in place from time to time as well as subject to such rules as may be determined by the SCC Manco and displayed in the gymnasium area from time to time.

15.2. Common courtesy and respect of other members is not only encouraged, it is expected. Abusive language and aggressive behaviour will NOT be tolerated. The use of alcohol or illegal substances in the Gymnasium is strictly forbidden.

15.3. The use of this facility is restricted to Club members. Non-members will not be permitted access.

15.4. For safety and liability reasons, children under the age of 16 will only be permitted into the gym under the supervision of their parents.

15.5. No spectators are allowed in the gymnasium environment. No kit bags are allowed on the functional floor. Members are requested to be mindful of other members when using technical devices including cell phones in the gym.

15.6. Safe and appropriate sportswear, including footwear, must be worn at all times.

15.7. Members may not disable a piece of equipment by removing a piece from it for other exercises. If there is a specific need for a piece of equipment a request must be made to the Sport Manager.

15.8. The use of all cardio equipment, including exercise bikes, is limited to a maximum of 30 minutes at all times to ensure fair usage by all members.

15.9. Littering is strictly prohibited.

15.10. Operating hours may be changed from time to time at the discretion of the Exco and/or the SCC Manco.

15.11. Failure to abide by these Rules may result in a penalty, suspension or expulsion from the gym for the remainder of the year without refund.

16. DISCIPLINE

16.1. These Rules of the Club are published for the information of Members in terms of the Constitution of the Club. The Rules of the Club are to be strictly observed for the benefit of all Members.

16.2. Members shall not commit any breach of the Constitution or the Rules of the Club 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.

16.3. After giving a Member the opportunity of being heard the Disciplinary Committee may warn, suspend, fine or, where applicable, expel a Member or request a Member to resign with Members so disciplined having a right of appeal to the SEEHOA appeals committee whose decision shall be final and binding on the parties.

16.4. Members shall be responsible for any breaches of the Constitution or of the Rules of the Club by any of their family members, guests or invitees or any person admitted to the Club by virtue of their Membership thereof and shall be subject to discipline in terms of the Constitution and the Rules of the Club for any such breaches.

17. AMENDMENTS TO THE RULES

The Exco may add to or amend these rules at any time.

CONTACT DETAILS

	Phone Number	E Mail
Restaurant and restaurant bookings	032 946 5403	only by phone
Chef	032 946 5405	chef@simbithi.com
Functions and events co-ordination	032 946 5402	events@simbithi.com
Golf Pro Shop and tennis bookings	032 946 5407	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 are made at the restaurant. Reservations or bookings for events are to be made with the club staff. 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 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 L1 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 (the Estate) and utilise the facilities of The Simbithi Country Club (the Club) entirely at my own risk and that Simbithi Eco-Estate (Pty) Ltd, the Club, the Simbithi Commercial Zone Management Association NPC (SCZMA) and Simbithi Eco-Estate Home Owners Association NPC shall not be liable under any circumstances whatsoever for any death or 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 and/or engaging in any Club activity anywhere (the Excluded Losses).

I hereby waive all claims against Simbithi Eco-Estate (Pty) Ltd, Simbithi Country Club, SCZMA and Simbithi Eco Estate Homeowners Association NPC for any Excluded Loss. This means I agree not to sue and abandon my rights to sue these entities for the Excluded Losses.

I indemnify Simbithi Eco-Estate (Pty) Ltd, Simbithi Country Club, SCZMA and Simbithi Eco-Estate Homeowners Association NPC against any claim that may be made against Simbithi Eco-Estate (Pty) Ltd, Simbithi Country Club, SCZMA and Simbithi Eco Estate Homeowners Association NPC arising from or in connection with the any Excluded Loss by members of my family, my invitees or any other person who may go upon the Estate by virtue of my rights thereto.

Signed at _____ **on** _____ :

Name:

ANNEXURE L2 of Simbithi Country Club Rules

CONSENT IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT

I acknowledge that the Simbithi Country Club (the Club), Simbithi Eco-Estate (Pty) Ltd, Simbithi Eco-Estate Home Owners Association NPC, Simbithi Commercial Zone Management Association NPC and their governing bodies and management from time to time (the Users) will collect my personal information and that of my family and guests whom I invite to use the Club facilities, including but not limited to name(s), identity number(s) or registration number(s), birth date(s), email address(es), physical address(es), postal address(es), telephone number(s), geographic location(s), correspondence which is private or confidential, [insert any other types of personal information collected] (Personal Information).

I acknowledge that the Users will use the Personal Information for [insert description of uses].

I acknowledge that the Users will use the Personal Information for [insert description of uses] (the Described Uses).

I consent to the Users processing the Personal Information, including but not limited to collecting, recording, organising, disseminating and making the Personal Information available, for the Described Uses.

I consent to the Users collecting the Personal Information directly from me, my family members and my guests whom I invite to use the Club facilities and from any other source.

I consent to the Users retaining records of the Personal Information for so long as the Users deem it necessary in their sole discretion.

I accept the contents of this Consent as adequate notification of the collection and processing of the Personal Information by the Users and consent to the Users failing to provide full notification in terms of section 18 of the Protection of Personal Information Act 4 of 2013, which consent is permitted in terms of section 18(4) of that Act.

Signed at _____ on _____

Name: