



**OMEYA GOLF CLUB CORPORATE MEMBER ENROLLMENT FORM**

**COMPANY DETAILS:**

<b>Company Name:</b>		<b>Trading As:</b>	
<b>Company Registration number:</b>		<b>Company Contact Number:</b>	(      )
<b>Postal Address:</b>		<b>Physical Address:</b>	
<b>E-mail Address:</b>			

**CORPORATE REPRESENTATIVES DETAILS:**

Designation	Full Name	E-mail Address	Authorised for Corporate Member Account (Y/N)
Primary Representative			
2 <sup>nd</sup> Representative			
3 <sup>rd</sup> Representative			
4 <sup>th</sup> Representative			



## **OMEYA GOLF CLUB CORPORATE MEMBER OPTIONS FORM**

### **MEMBERSHIP OPTIONS:**

**All Inclusive Package: N\$48 000.00**

- Annual Memberships for four persons
- Membership is valid for 12 months from date of signing contract
- Complimentary green fees Tuesdays – Fridays
- Complimentary green fees for 80 players for a corporate event as organised by you
- Excludes Cart Rental fees
- GPS Advertising on all of Omeya Golf Club's carts on a specific hole as indicated by you
- Ten percent (10%) discount on all regularly priced merchandise in the Pro Shop
- Eligibility for member tournaments and events
- Please state hole(s) of preference for GPS advertising \_\_\_\_\_
- Fees payable for 12 month period in advance

### **PAYMENT OPTIONS:**

Payment:  Cheque # \_\_\_\_\_ (made payable to Omeya Golf Club)

Electronic Transfer

### **BANKING DETAILS FOR ELECTRONIC TRANSFERS:**

Account Name: Omeya Golf Club  
Bank Name: Bank Windhoek  
Account number: 800 304 3597  
Branch Code: 48 38 72



## OMEYA GOLF CLUB CORPORATE MEMBERSHIP CONTRACT

### 1. OVERVIEW

- 1.1. Corporate Member desires an opportunity to enjoy Omeya GC facilities on a regular basis and obtain certain privileges associated with being identified as a corporate member of Omeya GC.
- 1.2. Omeya GC agrees to grant corporate membership in terms of this Agreement to the Corporate Member and the Corporate Member agrees to become a corporate member on the terms and conditions set forth herein.

### 2. DEFINITIONS

- 2.1. **"Activation Date"** means the date of execution of this Agreement, as will be communicated by Omeya GC to the Corporate Member.
- 2.2. **"Corporate Member"** means, for the purpose of this Agreement, the entity identified on the Omeya Golf Club Corporate Enrolment Form.
- 2.3. **"Corporate Member Account"** means the financial account of the Corporate Member utilised by the Primary Contact and any authorised Corporate Representatives for purchases at Omeya GC.
- 2.4. **"Corporate Membership"** means the activation of the Corporate Member to obtain the privileges in terms of Section 5 below.
- 2.5. **"Corporate Membership Fee"** means the annual fee due in terms of the OMEYA GOLF CLUB CORPORATE MEMBER OPTIONS FORM and **"Fee"** or **"Fees"** shall have the same meaning.
- 2.6. **"Corporate Representatives"** means the nomination of a representative of the Corporate Member specified in terms of Section 4 below.
- 2.7. **"Golf Director"** means the director of the golf facilities at Omeya GC, nominated and appointed from time to time.
- 2.8. **"Membership Term"** means a continuous period of twelve (12) months from Activation Date.
- 2.9. **"Omeya GC"** means the Omeya Golf Club, with principal place of business at Farm Gross Haigamas, portion 20.
- 2.10. **"Primary Representative"** means, for the purpose of this Agreement, the person identified on the OMEYA GOLF CLUB CORPORATE ENROLMENT FORM.



- 2.11. **“Reservation Cancellation Fees”** means the fees charged by Omeya GC to any Corporate Member Account for the failure to notify the club at least twenty-four (24) hours in advance of any cancellation of booked tee-off times as provided for in clause 8.4 below.

### 3. MEMBERSHIP AND MEMBERSHIP FEES

- 3.1. Corporate Memberships shall be held in the name of a company, Limited Liability Company, corporation, partnership or other form of business ownership recognised in terms of the Companies Act. A company formed for the sole purpose of merely acquiring a Corporate Golf Membership shall not qualify and the Omeya GC shall determine, in its sole discretion, whether a particular company is eligible and qualifies for a Corporate Membership.
- 3.2. Upon full payment of annual Corporate Membership Fee and the execution of this Agreement, Omeya GC will activate the Corporate Member’s membership privileges, as specified in Section 5 below, for the duration of the Membership Term.
- 3.3. Omeya GC reserves the right to refuse or revoke any corporate membership under the following conditions:
- 3.3.1. If the Corporate Member and any of its Corporate Representatives violates any terms and conditions of this Agreement; and
- 3.3.2. If the Corporate Member and any of its Corporate Representatives’ conduct violates any terms and conditions of this Agreement or the minimum standards of conduct published by the Omeya GC from time to time.

which determination of refusal or revocation is at the discretion of Omeya GC management.

- 3.4. The Fee is neither refundable nor transferable and no pro-rata refund will be considered by the Omeya GC management due to any refusal or revocation of the membership for violations in terms of clause 3.3 above.
- 3.5. Payment of the Fee does not grant the Corporate Member any right, interest or ownership in the Omeya GC nor the Omeya Residential Oasis.
- 3.6. The Corporate Members’ privileges may not be sold, transferred or otherwise assigned in any manner without the prior written consent of the Omeya GC management.
- 3.7. Omeya Golf Club retains the right to revise membership fees upon further renewal of the corporate membership. Notice will be given at least 30 days in advance.



3.8. The Corporate Member's privileges shall cease and terminate upon the dissolution of the Corporate Member.

#### 4. CORPORATE REPRESENTATIVES

4.1. The Corporate Member, as the owner of the membership, shall designate one primary Corporate Representative and may designate up to an additional three secondary Corporate Representatives that may obtain access to the privileges of the Corporate Membership.

4.2. All Corporate Representatives must be identified on the OMEYA GOLF CLUB CORPORATE MEMBER ENROLLMENT FORM.

4.3. Omeya GC may, in its sole discretion, allow a company to add Corporate Representatives in addition to those initial Corporate Representatives identified in the OMEYA GOLF CLUB CORPORATE MEMBER ENROLLMENT FORM. However, in no event shall a company be permitted more than four (4) Corporate Representatives at any one given time.

4.4. Each Corporate Membership shall be counted as one membership (without regard to the number of Corporate Representatives) for purposes of determining the maximum number of corporate memberships.

4.5. The Corporate Member shall be responsible for the payment of the required Fees charged by Omeya GC, as provided for in terms of the relevant options selected on the OMEYA GOLF CLUB CORPORATE MEMBER OPTIONS FORM.

4.6. The actual nomination and identities of the Corporate Representatives is at the discretion of the Corporate Member, and such Corporate Representatives may be employees, clients or friends of the Corporate Member.

4.7. The Primary Representative has the ultimate responsibility for the nomination and designation of the Corporate Representatives as well as policing proper compliance with the provisions and the terms and conditions of this Agreement as well as the minimum standards of conduct of Omeya GC, published from time to time.

4.8. If at any time, Omeya GC discovers that more than four (4) Corporate Representatives are utilising Omeya GC facilities at the same time, such additional Corporate Representatives utilising Omeya Golf club facilities at the same time shall be charged full (visitor) green fees to the Corporate Member Account.

4.9. To ensure compliance with the obligations of this Section 4, Omeya GC recommends that the Corporate Member schedule no more than one (1) foursome during any five (5) hour period.



4.10. All Corporate Representatives are authorised to charge to Corporate Members' Account, unless the Corporate Member has otherwise notified Omeya GC in writing.

#### 5. CORPORATE MEMBER PRIVILEGES

5.1. For the duration of the Membership Term, the Corporate Member, via its Corporate Representatives, will receive privileges as detailed on the OMEYA GOLF CLUB CORPORATE MEMBER OPTIONS FORM.

5.2. Corporate Member will also be entitled to receive invitations to member tournaments and events.

#### 6. GPS ADVERTISING

6.1. The Corporate Member's company logo or advertisement will be displayed on the respective hole(s) indicated on the OMEYA GOLF CLUB CORPORATE MEMBER OPTIONS FORM and will be displayed for the duration that any approved Omeya GC fleet golf cart spends on the specified hole(s).

6.2. A maximum of two (2) holes will be allocated to any one (1) Corporate Member.

6.3. Costs indicated exclude any design, layout and publication costs of the Corporate Member's logo or advertisement.

#### 7. COMPLIANCE:

7.1. The Corporate Member agrees to abide by Omeya GC's general policies and minimum standards of conduct as set forth herein as well as in the Constitution and Code of Conduct and Rules and Regulations as may be published by from time to time.

7.2. Omeya GC believes that golf is a game and expects Corporate Members to assist Omeya GC in keeping golf fun for everyone.

7.3. Omeya GC expects all members and guests to observe all Namibian laws at all times.

7.4. Corporate Representatives must check in with the Pro Shop staff before proceeding to any course, driving range, practice area or other facilities made available under the privileges of the Corporate Membership.

7.5. Omeya GC reserves a strict no-alcohol policy on the course and as such no alcoholic beverages may be brought onto the Omeya GC premises for consumption. The only alcohol that may be consumed on site is that which is purchased on site and consumed at the 19<sup>th</sup> Hole bar facilities. No underage drinking is permitted and parents / guardians / guests are kindly requested to observe these regulations at all times.



- 7.6. Any damage to the golf course and ancillary property is the responsibility of the golfer to repair or replace.
- 7.7. Omeya GC reserves the right to expel any golfer from the premises who displays any form of disorderly conduct which may include but is not limited to the following: excessive foul language, use of illegal substances, exhibits aggressive or violent behaviour.
- 7.8. Children under the age of 16 are welcome on the golf course and in the clubhouse when accompanied by an adult, head professional, or golf director and has been granted permission for an unaccompanied visit in advance by the golf director.

## 8. RESERVATIONS

- 8.1. For groups of 2-8 players, Omeya GC will reserve Corporate Member's tee times for up to thirty-five (35) days in advance.
- 8.2. For groups of 9 players or more, the Corporate Member must contact the Golf Director for tee times.
- 8.3. To maintain the integrity of play administration, all Corporate Representatives must register in the Pro Shop at least 10 minutes prior to a reserved tee-off time. Failure to do so may result in a cancellation or delay if other parties are prepared to play or are on standby.
- 8.4. Reserved tee-off timeslots not cancelled at least twenty-four (24) hours in advance of play will incur a Reservation Cancellation Fee to be billed to the Corporate Member Account at the regular posted greens fee for each player reserved.

## 9. MEDIA RELEASE

- 9.1. Omeya GC may publish information regarding its membership on its websites or marketing materials from time to time.
- 9.2. The Corporate Member hereby grants Omeya GC, its successors and assigns, the right and permission to identify it as a corporate member of the Omeya GC.



## 10. AVAILABILITY OF FACILITIES

- 10.1. The Omeya GC reserves the right to host special events, which may include but are not limited to the following: weddings, corporate events, parties or golf tournaments outside of any normal scheduled events. Such events may partially or wholly restrict access or availability of the golf course, reserved tee-off times, and any or all other available facilities or practice areas.
- 10.2. Such special events may also preclude the use of the clubhouse.
- 10.3. Any or all practice areas may also be unavailable from time to time due to inclement weather conditions or ground-keeping maintenance.
- 10.4. The Omeya GC reserves the right to close the golf course and facilities, at its sole discretion, for any reason. Any such closure of facilities for elongated periods will be communicated via the Omeya GC marketing and communications channels.

## 11. USE OF GOLF CARTS

- 11.1. As a rule, golf carts are only allowed on the fairways, however, inclement weather or other conditions may evoke further cart restrictions.
- 11.2. The Omeya GC golf staff will notify Corporate Members of any temporary restrictions, but players are expected to refrain from driving golf carts where it may damage the golf course.
- 11.3. No more than two cars per foursome are allowed unless otherwise authorised by the Pro Shop.
- 11.4. No more than two riders and two golf bags per car are allowed unless otherwise authorised by the Pro Shop.

## 12. NO WARRANTY

- 12.1. Omeya Golf Club provides the privileges to any Corporate Member on an "as is" basis, without warranty or guarantee of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability or fitness for a particular purpose.

## 13. LIMITED LIABILITY

- 13.1. In no event shall Omeya GC, its officers, employees or agents be liable for loss of any kind or for indirect, special or consequential damages of any kind, even if Omeya GC has been advised of the possibility of such damages arising from any defect or error.





- 13.2. Omeya Golf Club disclaims any and all loss or liability resulting from, but not limited to: acts of God, unauthorized use or misuse of your account information, errors, omissions or misstatements in any information or privileges of the Corporate Member provided under this Agreement or the Corporate Member's inability to use the privileges of the Corporate Member.
- 13.3. Omeya GC's entire liability and that of its officers, employees, agents and any third party providing services as part of the privileges of the Corporate Member, and the Corporate Member's exclusive remedy with respect to any matter arising out of this Agreement, is limited to the actual amount paid for Corporate Membership Fees.

#### 14. INDEMNIFICATION

- 14.1. The Corporate Member shall indemnify Omeya GC, its officers, employees and agents and protect and hold Omeya GC, its officers, employees and agents harmless from and against any and all claims, liabilities, losses, costs, damages, expense, including consultants and attorney's fees, court costs, demands, causes of action or judgment directly or indirectly arising out of or related to membership or Corporate Representative's use of the privileges of the Corporate Member.
- 14.2. The Corporate Member agrees to indemnify Omeya Golf Club, its officers, employees and agents from any and all losses due to purposeful or negligent acts of the Corporate Member, Corporate Representatives, Corporate Member's guests, employees or children, including acts occurring as a result of the consumption of alcohol.

#### 15. NOTICE

- 15.1. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered:
  - 15.1.1. personally or by courier;
  - 15.1.2. overnight delivery service;
  - 15.1.3. confirmed facsimile; or
  - 15.1.4. five (5) working days after being deposited in the regular mail as certified or registered mail with postage prepaid.

#### 16. GOVERNING LAW

- 16.1. This Agreement shall be construed and governed in accordance with the laws of Namibia, without giving effect to any principles of conflict of laws to the contrary.

#### 17. AUTHORITY



17.1. In signing this Agreement, the undersigned represents and warrants that he/she is an officer of the Corporate Member and has been duly authorised to execute this Agreement and bind the Corporate Member accordingly.

**18. SIGNATURE AND APPROVAL**

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT AND SUPERSEDES ANY PRIOR AGREEMENT OR UNDERSTANDING, WHETHER VERBAL OR IN WRITING CONCERNING THE SUBJECT MATTER CONTAINED HEREIN.

WITNESS:

CORPORATE MEMBER:

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Name  
Title

Omeya Golf Club:

\_\_\_\_\_  
Name  
Title