

**APPLICATION FOR JUNIOR MEMBERSHIP (the "Application")
IN SGA GOLF CLUB (the "Club")**

FOR OFFICIAL USE ONLY	A	R	<i>(Club stamp/signature)</i>
(A) Membership No.			
(B) Date of Approval of Application			
(C) First Annual Subscription Fee			
(D) Payment details for (C):	Bank/Cheque Number :		

Please affix one
passport size
photograph here

I. APPLICANT'S PERSONAL PARTICULARS

APPLICANT'S NAME (in full) : _____

NRIC / PASSPORT NO : _____

NATIONALITY : _____ DATE OF BIRTH : _____
(please indicate if you are a Singapore Permanent Resident)

AGE : _____ GENDER : MALE / FEMALE (delete as appropriate)

RESIDENTIAL ADDRESS : _____

TELEPHONE NO: _____ HANDPHONE NO: _____

PAGER NO: _____ EMAIL: _____

II. EDUCATIONAL INSTITUTION

NAME OF EDUCATIONAL INSTITUTION: _____

ADDRESS OF EDUCATIONAL INSTITUTION: _____

STANDARD/LEVEL : _____
PRESENT EXTRA-CURRICULA ACTIVITIES : _____

III. PARTICULARS OF IMMEDIATE FAMILY MEMBERS (i.e. parents/guardians and siblings, if any)

Name	Relationship	NRIC/Passport number	Nationality	Date of Birth	Occupation

IV. GUARANTOR/INDEMNIFIER'S PARTICULARS

GUARANTOR/INDEMNIFIER'S NAME (in full): _____ ("Guarantor")_

NRIC / PASSPORT NO : _____

NATIONALITY : _____ DATE OF BIRTH : _____
 (please indicate if he/she is a Singapore Permanent Resident)

AGE : _____ GENDER : MALE / FEMALE (delete as appropriate)

RELATIONSHIP TO THE APPLICANT : _____

MARITAL STATUS : SINGLE / MARRIED / DIVORCED / OTHERS (delete as appropriate)

RESIDENTIAL ADDRESS : _____

TELEPHONE NO: _____ HANDPHONE NO: _____

PAGER NO: _____ EMAIL: _____

V. GUARANTOR/INDEMNIFIER'S EMPLOYMENT DETAILS

OCCUPATION : _____

COMPANY'S NAME : _____
 (if self-employed, please indicate)

BUSINESS ADDRESS : _____

TELEPHONE NO : _____ FAX NO: _____

DESIGNATION IN COMPANY: _____

MONTHLY SALARY RANGE (excluding all bonuses, allowances, annual wage supplements, payments in kind, etc). Please indicate your salary range by ticking the relevant box:

- Up to \$1,500
 \$1,501 – 2,500
 \$2,501 – 3,500
 \$3,501 – 4,500
 \$4,501 – 5,500
 \$5,501 – 6,500
 \$6,501 – 7,500
 Above \$7,500

VI. CORRESPONDENCE

Please send all newsletters and other correspondence to the following address:

VII. MEMBERSHIP AT OTHER CLUBS

Name of club: _____

Name of club: _____

Name of club: _____

Do you have a current golf handicap? YES / NO (delete as appropriate)

Current handicap: _____

Issuing club: _____

VIII. PAYMENT DETAILS

The following details relate to payment of the first annual subscription fee of S\$60 ("First Annual Subscription Fee").

Enclosed is a cheque for : S\$ _____

Bank : _____

Cheque no. : _____

IX. TERMS AND CONDITIONS

1. I have read, understood and agree to abide by and be bound by the following:-

- (i) Rules and Regulations of the Club (as enclosed in this application package and as amended from time to time);
- (ii) Bye-Laws of the Club (as enclosed in this application package and as amended from time to time); and
- (iii) application notes and instructions (as enclosed in this application package).

2. I acknowledge and agree that:

- (i) membership to the Club is subject to the Club's approval of this Application. Neither the Club, nor the management or officers of the Club have any obligation to provide or disclose to myself or any other person, any information concerning the processing of this Application or the reasons for the rejection or acceptance of this Application;
- (ii) I shall have no recourse against the Club, its management or officers of the Club, should this Application be rejected;
- (iii) this Application together with payment of First Annual Subscription Fee and an executed letter of guarantee and indemnity in the form attached in favour of the Club, shall constitute a valid offer ("Valid Offer") which may be accepted by the Club. The Club shall express its approval of this Application by way of a written notification ("Written Notification") which notification shall, subject to any conditions which the Club may impose, be deemed a valid acceptance of this

Application/Valid Offer. My membership to the Club shall be effective from the date as specified by the Club in the Written Notification ("Effective Date of Membership");

- (iv) this Application shall be accompanied by full payment of the First Annual Subscription Fee and an executed letter of guarantee and indemnity in the form attached in favour of the Club. Subsequent annual subscription fees shall be payable in advance on the anniversary of the Effective Date of Membership and shall be paid by way of a cheque;
- (v) no refund of the First Annual Subscription Fee will be made once the Club issues the Written Notification to me by way of ordinary mail;
- (vi) I am responsible for providing the Club with a suitable and appropriate guarantor. The Club is not, however, obliged to accept the Guarantor nominated in this Application and may require me to nominate a further person acceptable to the Club as a guarantor. The Club is not obliged to furnish its reasons for rejecting the Guarantor nominated in this Application;
- (vii) this Application shall be governed by the laws of the Republic of Singapore; and
- (viii) my rights, privileges and obligations as a member of the Club when such membership is conferred, are personal and I shall not be permitted to transfer, assign or novate any of my rights, privileges and obligations to any third party.

3. I hereby warrant and represent that:

- (i) I have not been declared a bankrupt or convicted of any criminal offence; and
- (ii) all the information contained in this Application is true, correct and complete as at the date of this Application, and that the Application has been completed and submitted in accordance with the application notes and instructions attached herein.

Signature of applicant

Date

Letter of Guarantee and Indemnity

For

(Insert name of junior member applicant)
(the "**Principal**")

To: **SGA Golf Club Pte Ltd** (and its successors in title, its assigns and any company with which it may at any time amalgamate).

1. **Guarantee.** In consideration of your accepting the **Principal** as a junior member of SGA Golf Club (the "Club"), I, the guarantor and indemnifier listed as at the end of this Guarantee (the "**Guarantor**"), hereby, unconditionally and irrevocably, as a continuing obligation, guarantee the proper and punctual performance by the Principal of all his/her obligations as a junior member of the Club and, as principal debtor and not merely as surety, undertake to pay you on demand in Singapore dollars, if the Principal breaches any of the rules and regulations ("Rules and Regulations") and bye-laws ("Bye-Laws") of the Club and fails to pay any damages, loss or expense incurred or suffered by the Club or any part thereof, all amounts whatsoever which is to be paid by the Principal.

2. **Indemnity.** As a separate, additional continuing and primary obligation, the Guarantor, unconditionally and irrevocably, undertakes to indemnify you on demand in Singapore dollars (without requiring you first to take steps against the Principal or any other person) against any and all losses, actions, claims, proceedings, liabilities, expenditure or costs suffered or incurred by you should the amounts which would otherwise be due under clause 1 above not be recoverable or the obligations referred to in clause 1 above not be enforceable for any reason whatsoever including (but not limited to) the Principal's junior membership to the Club being or becoming void, voidable or unenforceable.

3. **Releases.** Any release, compromise or discharge of the obligations of the Guarantor shall be deemed to be made subject to the condition that it will be void if any payment, performance or security which you may receive or have received is set aside or proves invalid for whatever reason.

4. **Exclusion of Defences.** The Guarantor's liability hereunder shall remain in force notwithstanding any act, omission, neglect, event or matter whatsoever whether or not known to the Guarantor, the Principal or you (other than irrevocable payment to you of the amounts guaranteed hereunder and performance in full of all obligations guaranteed hereunder) and nothing shall affect, impair, discharge, release or otherwise exonerate the Guarantor from any of its liabilities or obligations under this Guarantee and the foregoing shall apply, without limitation, in relation to:

- (a) the existence, validity, taking or renewal of any other guarantee, security, right of recourse, set off or combination or other right or interest held or had by you in relation to the Principal's junior membership at the Club or any failure to demand or enforce or the release or waiver of any such guarantee, security, right of recourse, set off or combination or other right or interest;
- (b) any amendment, variation (however substantial or material) of, to or replacement of the Rules and Regulations and Bye-Laws of the Club (notwithstanding that it may increase or otherwise affect the liability of the Guarantor);

- (c) any release of or granting of time or any other indulgence to the Principal or any third party;
- (d) any other circumstances which might render void or unenforceable the obligations of the Principal as a junior member of the Club or which might affect your ability to recover amounts from the Principal; or
- (e) any defence or counterclaim which the Principal may be able to assert against you.

5. **Demands.** Demands may be made by you under this Guarantee from time to time irrespective of whether any demands, steps or proceedings are being or have been taken against the Principal or any other person or whether or in what order any security to which you may be entitled is enforced.

6. **No Deductions.** All amounts payable hereunder shall be made in full without any deduction or withholding whatsoever (whether in respect of set off, counterclaim, duties, taxes, charges or otherwise) unless such deduction or withholding is required by law, in which event the Guarantor shall pay to you an additional amount so that the net amount received by you will equal the full amount which you would have received had no such deduction or withholding been made.

7. **Representation.** The Guarantor acknowledges that it has represented to you, and hereby warrants, that it has full power and authority to enter into this Guarantee and that as executed this Guarantee (and the performance of all obligations herein contained) does not and will not constitute a breach of any law, regulation or official directive to which the Guarantor is subject, or any agreement by which the Guarantor is bound, and is and will be valid, binding and enforceable in accordance with its terms.

8. **Payment Mechanics.**

- (a) A statement as to any amount due to you pursuant to this Guarantee which is certified as being correct by one of your officers shall be conclusive evidence in the absence of manifest error that such amount is in fact due and payable.
- (b) If any sum paid or recovered by you in respect of the Guarantor's liabilities hereunder is less than the amount then due, you may apply that sum to principal, interest, fees or any other amount due hereunder in such proportions and order and generally in such manner as you think fit.
- (c) If the Guarantor fails to pay any amount in accordance with this Guarantee, the Guarantor shall pay interest on that amount from the time of default up to the time of actual payment (as well after as before judgment) at the rate of 1.2% per month .

9. **Duration.** This Guarantee shall take effect on the date of acceptance of the Principal as a junior member of the Club and shall remain valid until the termination of the Principal's junior membership for any reason whatsoever, other than for breach or violation of the Rules and Regulations and/or Bye-Laws of the Club. For the avoidance of doubt, this Guarantee shall continue to remain valid and binding during any period of suspension and otherwise for so long as the Principal's liabilities and obligations to the Club remain outstanding.

10. **Invalidity.** If at any time any of the provisions of this Guarantee becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

11. **Assignment.** You may assign the benefit of this Guarantee in whole or in part and this Guarantee shall enure to the benefit of any such assignee. The Guarantor shall not assign or transfer its rights or obligations hereunder.

12. **Jurisdiction.** All the parties agree that the courts of Singapore are to have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Guarantee or otherwise arising in connection with this Guarantee and for such purposes irrevocably submit to the jurisdiction of the Singapore courts.

13. **Further Assurance.** The Guarantor agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or reasonably desirable, in your opinion, to implement and/or give effect to this Guarantee to establish, maintain and protect your rights.

14. **Notices.**

14.1 Any notice or demand for payment under, or in connection with, this Guarantee shall be in writing and signed by or on behalf of the party giving it. Without prejudice to any other effective manner of making the same, such notice or demand shall be deemed to have been properly served by sending it by fax to the number set out in clause 14.2, or delivering it by hand, or sending it by ordinary mail, pre-paid recorded delivery or registered post, to the address set out in clause 14.2 and in each case marked for the attention of the relevant party (or as otherwise notified from time to time in accordance with the provisions of this clause 14). Any notice or demand so served by hand, fax or post shall be deemed to have been duly given in the case of:

- (a) delivery by hand, when delivered;
- (b) fax, at the time of transmission;
- (c) letter, on the second business day following the date of posting,

Proof of posting or dispatch of any notice, communication or demand shall be deemed to be proof of receipt.

14.2 **Notice Details.** The addresses and fax numbers of the parties for the purpose of clause 14.1 are as follows:

SGA Golf Club Pte Ltd

Address: No. Goldhill Plaza
#03-29 Podium Block
Singapore 308899

Fax: 6358 1417

For the attention of: The General Committee

The Guarantor

The Guarantor's address and fax number as stated at the end of this Guarantee.

14.3 **Change of Details.** A party may notify the other party to this Guarantee of a change to its name, relevant addressee, address or fax number for the purposes of this clause 14.

14.4 **Language.** All notices under or in connection with this Guarantee shall be in the English language.

15. **Rights Cumulative, Waivers.** Your rights under this Guarantee are cumulative, may be exercised as often as you consider appropriate and are in addition to your rights under general law. Your rights under this guarantee shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing; and in particular no failure or delay by you in exercising any right or remedy provided by law under or pursuant to this Guarantee shall impair such rights or remedy or operate or be construed as a waiver or variation of it or precluded its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy and no act or course of conduct or negotiation by you or on your behalf shall in any way preclude you from exercising any such right or remedy or constitute a suspension or any variation of any such right or remedy.

16. **Governing Law.** This Guarantee is governed by, and shall be construed in accordance with the laws of Singapore.

SIGNED by _____)

(Insert name of Guarantor in block letters)

)

Signature

NRIC/Passport No.: _____¹

Date: _____²

Address: _____³

Fax No.: _____⁴

¹ Please insert NRIC/Passport No. of the Guarantor

² Please insert date of signing.

³ Please insert address of Guarantor.

⁴ Please insert fax no. of Guarantor.