



& BEYOND
BATELEUR CLUB

APPENDIX A
BATELEUR CLUB AGENCY AGREEMENT



**BATELEUR CLUB:
APPENDIX A -
AGENCY AGREEMENT**

BETWEEN:

**AND BEYOND SOUTH AFRICA TRAVEL (PTY) LTD
(REGISTRATION NO 1990/003653/07)
(HEREINAFTER THE "AGENT /WE /OUR /US") AND**

(HEREINAFTER THE "PRINCIPAL/YOU/YOUR/MY")

TABLE OF CONTENTS

1. INTERPRETATION 4

2. APPOINTMENT 4

3. DOCUMENTS CONSTITUTING THE AGREEMENT 4

4. MEMBERSHIP 4

5. DURATION 5

6. PRINCIPAL'S DECLARATION 5

SCHEDULES TO THE AGENCY AGREEMENT

SCHEDULE 1: MEMBER'S CONTACT DETAILS

SCHEDULE 2: ANNUAL POINTS GUIDES

SCHEDULE 3: ANDBEYOND LODGE SCHEDULE

SCHEDULE 4: PREFERRED PARTNER COLLECTION

1. INTERPRETATION

- 1.1 Unless as amplified in this Agency Agreement, or the context indicates a contrary intention or meaning, words typed in the uppercase in this Agency Agreement and Schedules shall bear the same meaning assigned to them in the General Terms and Conditions of the Bateleur Club.

1.1.1	“Annual Points Guide”	means the table/s, substantially in the form of Schedule 2 attached to the Agency Agreement, which table/s shall contain, without limitation, the rates payable by a Member for Accommodation at the Properties during a specific calendar year. The Annual Points Guides shall be issued on an annual basis within the first half of the current calendar year with the rates applicable for the following calendar year;
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2. APPOINTMENT

The Principal hereby appoints the Agent to procure Accommodation on its behalf at the Properties reflected in **Schedules 3 and 4** where the Agent has entered into arrangements collectively and/or individually with the owners or operators to facilitate Accommodation on behalf of the Members.

3. DOCUMENTS CONSTITUTING THE AGREEMENT

- 3.1 In an effort to govern the occupation of such facilities, the Agent has established the Bateleur Club to manage and control the use and enjoyment of the Accommodation as referred to above.
- 3.2 The Bateleur Club is administered with reference to the following Agreements:
- 3.2.1 The Bateleur Club General Terms and Conditions;
 - 3.2.2 The terms and conditions of this Agency Agreement;
 - 3.2.3 The terms and conditions of the Purchase Agreement;
 - 3.2.4 The Bateleur Club Constitution;
 - 3.2.5 The Bateleur Club Rules.
- 3.3 The above mentioned Agreements read together as a whole, amended from time to time, form an intricate part of this Agency Agreement, which documents shall be made available on the Bateleur Club Website www.bateleurclub.com (“the Website”).
- 3.4 By signing this Agency Agreement, the Principal:
- 3.4.1 acknowledges that he has access to and has read and understood the Agreements in their entirety;
 - 3.4.2 accepts the terms and conditions contained in the Agreements and agrees to be bound by the same.
- 3.5 The Agent agrees to:
- 3.5.1 ensure the Agreements as stipulated above will be saved in a PDF format in a secure environment on the Website;
 - 3.5.2 provide an email address on the Website which can be accessed by the Principal should the Principal have any questions pertaining to any of these Agreements, or to communicate any objections as set out in clause 3.5.3;
 - 3.5.3 notify all Bateleur Club Members in writing prior to any amendments that are made to any of these Agreements, which proposed amendments will be published on the Website. If no objections are received from Bateleur Club Members within 5 (five) working days from date of such publication, the proposed amendments will be deemed to have been consented to and the necessary amendments will be effected.

4. MEMBERSHIP

- 4.1 On signature of the Agency Agreement, the Agent will issue the Principal with a membership number which will be valid as long as the Principal is a Member of the Bateleur Club as contemplated in clause 4 of the Bateleur Club Constitution.

INITIAL AGENT:
INITIAL PRINCIPAL:

- 4.2 The Principal will maintain an active membership status for as long as the Principal has valid, non-expired points available on his/her membership.
- 4.3 The Agent will facilitate the procurement of points by affording the Principal the opportunity to purchase points by entering into a Purchase Agreement substantially in the form of **Appendix B**, the details of which purchase (i.e. number of points, payment method, and expiry date) will be reflected in the said Purchase Agreement.
- 4.4 The Principal will be entitled to purchase additional points during the currency of any existing Purchase Agreement, alternatively, subject to the provisions of clause 4.5 hereunder, at the expiry of an existing Purchase Agreement. Each subsequent purchase made will be issued with a specific reference number that will be applicable to that particular purchase made.
- 4.5 The Agent will provide the Principal with an option to convert points within 30 (thirty) days before or after the expiry date of an existing Purchase Agreement by entering into a new Purchase Agreement. This option shall be made available on the basis that 10 (ten) percent of the value of these points will be paid towards an extension fee.
- 4.6 In the event of the Principal not having sufficient points to secure a reservation, the Agent will afford the Principal the opportunity to purchase additional points under an existing Purchase Agreement up to a maximum of 500 (five hundred) points to complete the reservation, which additional purchase of points will be facilitated by the completion of an addendum to the Purchase Agreement. Should more than 500 (five hundred) points be required the Principal will have the option of entering into a new Purchase Agreement.
- 4.7 The Agent will issue the Principal with an Annual Points Guide. The agent guarantees that the principles on which the Annual Points Guides are calculated are as follows
- 4.7.1 in low demand periods, Bateleur Club rates are guaranteed to be equal to or lower than the best available specials for residents, without any of the terms and conditions usually associated with such specials. For Properties outside of South Africa, the Bateleur Club low season rates will equal the best short term specials available to residents of those countries.
- 4.7.2 Low demand season will extend for at least five months of any given year.
- 4.7.3 High season rates will equal the best available rate that the Agent is able to offer fellow members of the travel industry.
- 4.8 In addition to the Annual Points Guide, the Agent will issue the Principal with specific details pertaining to the Properties to which the Principal will have access to in terms of the Agency Agreement, the details of which will be contained in **Schedules 3 and 4**.
- 4.9 The Principal will be required to complete the information sheet attached hereto marked as **Schedule 1**, which schedule reflects the minimum information required by the Agent to administer the membership efficiently. It will be the Principal's responsibility to inform the Agent of any change in the information provided in to the Agent.

5. DURATION

- 5.1 The Agency Agreement (and the Principal's membership) may be terminated at any time as stipulated in clause 4 of the Constitution.
- 5.2 In the event of the termination of the membership as per clause 5.1 above, the Bateleur Club shall only be liable to refund to the Principal the amount as contemplated in clause 5 of the General Terms and Conditions.

6. PRINCIPAL'S DECLARATION

- 6.1 The Principal declares that he is a South African citizen, alternatively is permanently resident in South Africa and can provide the Agent with a South African identity document or certificate of permanent residence should the same be required by the Agent.
- 6.2 Should the Principal not be a natural person then it declares that it is a legal entity incorporated in South Africa and will provide the Agent with proof of incorporation.

SIGNED at _____ on _____

For: **THE PRINCIPAL**

Signatory:

Capacity:

Authority:

SIGNED at **SANDTON** _____ on _____

For: **THE AGENT**

Signatory:

Capacity:

Authority: