

# USE AGREEMENT

## (APPLICABLE TO NOMINATED USERS WHO DO NOT OWN SHARES IN THE SHARE BLOCK)

Concluded between:

### **OLIFANTS RIVER GAME RESERVE SHARE BLOCK LIMITED**

(the "COMPANY")

of the first part

and

.....  
**THE MEMBER**

of the second part, being the registered Owner of the SHARE BLOCK as defined in Clause 1.1.1 below

ID No.....

Postal address: .....

Email address or Facsimile No.....

and

.....  
**THE NOMINATED USER**

of the third part, being the USER nominated by the abovementioned MEMBER

ID No.....

Postal address: .....

Email address or Facsimile No.....

### **IT IS HEREBY AGREED:-**

#### **1. DEFINITIONS**

1.1 For the purposes of this agreement, words and expressions shall bear the meaning ascribed to them below unless the context requires otherwise

1.1.1 "SHARE BLOCK" shall mean SHARE BLOCK No.....in the COMPANY consisting of 6 (Six) shares in OLIFANTS RIVER GAME RESERVE SHARE BLOCK LIMITED.

1.1.2 "UNIT" shall mean the Bungalow attached to the above SHARE BLOCK, in which the MEMBER holds an exclusive right of use;

1.1.3 "COMMON AREAS" shall mean those portions of the PROPERTY which are not reserved for exclusive use by any person and which the MEMBERS and USERS have the right to use and enjoy in common with other members of the

COMPANY subject, however, to such terms and conditions as may be imposed by the DIRECTORS from time to time;

- 1.1.4 "COMPANY" shall mean OLIFANTS RIVER GAME RESERVE SHARE BLOCK LTD, Registration No. 1970/012498/06
- 1.1.5 "DIRECTORS" shall mean the Board of Directors of the COMPANY or their authorised representative or representatives.
- 1.1.6 "EXCLUSIVE USE AREA" shall mean the area that extends 10 metres beyond the outside perimeter of the bungalow in the UNIT.
- 1.1.7 "GUEST" shall mean any person accompanying a USER onto the PREMISES.
- 1.1.8 "MEMBER" shall mean the holder of the SHARES who has nominated the USER.
- 1.1.9 "PREMISES" shall mean the UNIT (as defined above) and the COMMON AREAS.
- 1.1.10 "PROPERTY" shall mean the farms owned by the COMPANY, including the PREMISES and all buildings and improvements erected thereon.
- 1.1.11 "USER" shall mean the person nominated by the MEMBER in terms of this agreement and who, by his signature hereto, confirms that he/she is not less than 21 (twenty one) years of age.
- 1.1.12 "RULES" means the Rules and Regulations of the COMPANY, as amended for time to time by the DIRECTORS, which govern usage, conduct and etiquette.
- 1.2 Save as defined above, words and expressions used in this agreement shall have the meanings ascribed to them in the SHARE BLOCKS CONTROL ACT No 59 of 1980.
- 1.3 Where the masculine gender is used, this shall include the feminine and neuter genders and vice versa and the singular shall include the plural.

## 2. RIGHT OF USE OF THE PROPERTY

- 2.1 This agreement entitles the USER to the exclusive use and occupation of the UNIT and use of the COMMON AREAS, subject to the conditions set out herein.
- 2.3 The COMMON AREAS, other than those areas specifically designated by the DIRECTORS for specific purpose, shall be used by the USER and his GUESTS for game viewing purposes and for no other purpose whatsoever.
- 2.4 The rights of the USER in terms of this agreement shall endure for as long as he/she continues to be nominated by the MEMBER, and continues to comply with all the terms and conditions of this Agreement.
- 2.5 The right of use conferred in this Agreement shall at all times be subject to the applicable Provincial or other statutory Regulations prevailing from time to time.

### 3. USE OF THE PREMISES

- 3.1 The UNIT forming part of the PREMISES shall be used for holiday residential purposes only and for no other purpose whatsoever.
- 3.2 No person other than a USER shall be permitted to occupy the UNIT unless accompanied by the USER. The USER may be accompanied by GUESTS provided that the maximum number of persons occupying the UNIT, including the USER, shall not exceed 8 (eight) in number.
- 3.3 The MEMBER hereby undertake to procure that the USER nominated by him complies with all the MEMBERS' obligations in terms of the Use Agreement signed between the MEMBER and the COMPANY and hereby indemnifies the COMPANY in respect of any claims made against the COMPANY or loss suffered by the COMPANY arising from the use of the PREMISES or occupation of the UNIT by the USER.
- 3.4 The USER agrees that the COMPANY shall not be responsible for any loss, damage, or injury which the USER or his GUESTS (including the USER'S family) may sustain in or about the PROPERTY, including the Spoornet railway servitude and the crossings over the railway line thereon, by reason of any act or omission whatsoever including any negligent act or omission on the part of the COMPANY or the COMPANY's servant, nor shall the COMPANY be responsible for any loss, damage or injury of any description (and without limiting the generality of the aforementioned, including any injury by any animal or the crossing of the low-level bridge giving access to the PROPERTY across the Olifants River) which the USER or any GUEST may sustain by reason of the PROPERTY at any time falling into a defective state, or by reason of any repairs, renovations and/or maintenance work to the PROPERTY which are effected or are to be effected by the COMPANY or any other person or by reason of such repairs, renovations and/or maintenance work not being effected timeously or properly or at all, and the USER
- 3.4.1 acknowledges that it is possible to insure against the risks referred to in this clause,
- 3.4.2 hereby indemnifies the COMPANY against any claim which may arise out of such loss, damage or injury as set above, and
- 3.4.3 shall not be entitled for any of the reasons as aforesaid or for any other reason whatsoever to withhold any moneys due to the COMPANY.
- 3.6 The USER will at all times be held responsible for all the actions of his GUESTS.

### 4. ANIMALS OR PETS

No animals or pets shall be kept, harboured or taken onto the PROPERTY.

### 5. REFUSE

The USER shall not, and the USER shall procure that no GUEST or person using or enjoying the PROPERTY through or at the instance of the USER, shall deposit on or allow any rubbish, debris, dirt or refuse to be left anywhere on the PROPERTY, except in refuse containers provided specifically for this purpose. The USER shall ensure that any rubbish, debris, dirt or refuse emanating from the PREMISES is left in the places specially designated therefor from time to time.

### 6. CONDUCT, GUESTS AND SERVICES

- 6.1 The USER shall not, and the USER shall procure that no GUEST or person using or enjoying the PROPERTY through or at the instance of the USER, shall cause or permit any disorderly conduct of whatsoever nature on the PROPERTY or do or permit any act, matter or thing in or about the PROPERTY which shall constitute or cause damage, destruction, loss or a nuisance to the COMPANY or the PROPERTY or to the flora and fauna or to any other occupant of the PROPERTY.

6.2 The USER shall not invite or bring onto or cause to be brought onto the PROPERTY any guest, invitee, servant, agent or person unless accompanied by and under the supervision of the USER.

6.3 No liability shall rest upon the COMPANY for any interruption or failure of water services or electricity that may be supplied, irrespective of the cause thereof, nor for any damages, whether consequential or otherwise, the MEMBER may suffer by reason of such failure or interruption of service.

## 7 LEVIES

7.1 The MEMBER IS responsible for payment of the monthly levies and as well as any special levies that may be imposed from time to time.

7.2 The USER is required to pay the guest usage levy applicable to each visit, together with any other costs incurred during the visit, before departing from the PROPERTY.

## 8. UNDERTAKING BY NOMINATED USERS

8.1 The USER shall, simultaneously with the signature of this Agreement, sign the RULES and undertakes further:

8.1.1 to acquaint himself with such RULES,

8.1.2 to adhere to and abide by the RULES; and

8.1.3 to be aware of the consequences of any breach of the said RULES and to accept the decision of the DIRECTORS in the case of a breach.

## 8. TERMINATION

9.1 This agreement shall remain in full force and effect only for so long as the MEMBER who has nominated the USER remains the beneficial owner of the SHARES or remains entitled to nominate USERS provided, however, that:

9.1.1 Should the USER commit any breach of any of the provisions of this agreement, or of any of the RULES referred to in Clause 8;

9.1.1.1 Which is capable of being remedied, and should the USER fail to remedy such breach within 14 (Fourteen) days after the delivery by hand or posting by prepaid registered post of a notice calling upon him to do so; or

9.1.1.2 Which breach is of such a nature that it cannot practicably be remedied within 14 (fourteen) days after the delivery by hand or posting by prepaid registered post of a notice calling upon him to do so; or

9.1.1.3 Which breach, whether capable of being remedied or not, is the third breach by such member within a period of not more than 12 (twelve) months;

9.2 Then, notwithstanding any prior waiver on its part of any of its rights, and without prejudice to any other rights it may have, the COMPANY shall be entitled to cancel this use agreement forthwith and deny the USER access to the PROPERTY and the UNIT.

9.3 In the event of a USER ceasing to be a nominated USER for whatsoever reason, any obligations due by him in terms of this agreement which have not been fulfilled shall nevertheless remain due by him until they have been fulfilled.

- 9.4 Without prejudice to any other RIGHTS granted to the COMPANY in terms of this Clause 9, in the event of any amounts owing by the USER to the COMPANY not being paid on due date, then the COMPANY shall be entitled to claim the unpaid amount from the MEMBER, plus interest from the date on which such amount became due until the date on which it is paid, calculated at the prime rate of overdraft interest.

10. **MANAGEMENT REGULATIONS**

The USERS agree that the DIRECTORS shall be entitled at all times to lay down additional terms and conditions governing the use and enjoyment of the PROPERTY generally.

13. **DAMAGE TO THE PROPERTY**

Should the PROPERTY, including the PREMISES, be damaged or destroyed, in whole or in part, by fire or any other act of God, the USER shall have no claim against the COMPANY by reason of the PROPERTY, including the PREMISES, being unfit for use or enjoyment or for any other reason whatever.

14. **WAIVER**

No latitude, relaxation, indulgence or extension of time which may be allowed to the USER in respect of any matter or thing which the USER is bound to perform or observe in terms hereof, shall under any circumstances be deemed to be a waiver of the COMPANY's rights and the COMPANY shall at all times be entitled to require strict and punctual compliance with each and every provision hereof.

15. **NATURE RESERVES AND TRAVERSING RIGHTS**

Should the DIRECTORS at any time decide to enter into agreements granting its MEMBERS the right, inter alia, to traverse other properties for purposes of game viewing then in such event the USER agrees and undertakes to adhere to the rules and regulations governing any such traversing agreement.

16. **NOTICES**

- 16.1 Any notices to be given to the parties in terms of this Agreement shall be in writing and be sent by prepaid registered post or transmitted by facsimile or electronic mail during normal business hours to the addresses mentioned herein, which respective addresses the parties choose as their domicile addresses for the delivery or service of all notices, communications or legal processes arising out of this Agreement:

OLIFANTS RIVER GAME RESERVE SHARE BLOCK LIMITED:  
 Remaining extent of the farm GROOTDRAAI No. 38  
 Registration Division K.U.; situated in the district of Pilgrims Rest  
 Limpopo Province

THE MEMBER AND USER: At the respective addresses, facsimile numbers and email addresses set out on Page 1.

or such other address in South Africa as the parties may choose by written notice to each other from time to time.

- 16.2 Every notice shall be deemed to have been properly given:

- 16.2.1 If sent by prepaid registered post, 14 (fourteen) days after the date on which the notice is posted.

- 16.2.2 If sent to a party at its facsimile number or email address, (in the absence of proof to the contrary) on the date of transmission where it is transmitted during normal business hours of the receiving instrument, and on the next business day where it is transmitted outside those business hours, in either event provided that

it has been confirmed by registered letter posted no later than the business day immediately following the date of transmission.

**17. DETERMINATION OF DISPUTES**

The DIRECTORS shall in conjunction with the management of the COMPANY administer and enforce this agreement including but not limited to, the restriction of access to the property and the issuing of warnings, fines and penalties.

SIGNED by the **COMPANY** at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of OLIFANTS RIVER  
GAME RESERVE SHARE BLOCK LIMITED

SIGNED by the **USER** at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
USER

SIGNED by the **MEMBER** at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
MEMBER