

## ELAN INVESTOR CLUB PLATINUM MEMBERSHIP APPLICATION

Please complete the form below in full. The below membership application form needs to be scanned in conjunction with the debit order mandate form and the membership terms and conditions. All pages within this contract need to be initialed, scanned and emailed to [investorclub@elan.co.za](mailto:investorclub@elan.co.za).

### APPLICANT INFORMATION

Name:

Date of birth:

Cellphone No:

Email Address:

ID Number:

Physical Address:

Postal Address:

City:

Province:

Postal Code:

### EMPLOYMENT INFORMATION

Current employer:

Occupation:

Duration:

### SPOUSE INFORMATION

Name:

Date of birth:

Email:

Contact No:

### SIGNATURES

I authorize the verification of the information provided on this form. I accept the Terms and Conditions of the eLan Investor Club Platinum Membership and agree to the terms and monthly fee of the contract detailed in the supporting documents.

Signature of applicant:

Date:

# eLan Investor Club Platinum Membership Terms and Conditions

## 1. DEFINITIONS

<b>"eLan Investor Club"</b>	means the club that is operated by the eLan Property Group under the company Elan Real Estate.
<b>"Member"</b>	means a member of the eLan Platinum Investor club
<b>"Effective date"</b>	Date of signature of this agreement

## 2. GENERAL

2.1. These are the terms and conditions of your membership of the eLan Platinum Investor Club.

## 3. TERMS

3.1. From the effective date, which will be the date of signature of the membership application, this agreement will continue for a period of 24 (Twenty Four) months.

## 4. SUBSCRIPTION FEES

4.1. The monthly subscription fee amounts to R114.00 (One Hundred and Fourteen Rand) per month and will be collected as per the signed debit order authorisation. In the event of any termination of the Member's membership, any fees that are then due and owing shall remain payable, and no refund shall be made of any fees then paid.

## 5. MEMBERSHIP

- 5.1. Your eLan Investor Club Platinum Membership will become effective and valid from the date of signature of the membership application.
- 5.2. You will be deemed to have accepted these terms and conditions by activating your membership.
- 5.3. By becoming a member you agree to receive communication from the eLan Investor Club.
- 5.4. You have the right to cancel your platinum membership within the first 30 days from the date of signature of this agreement by giving written notice to the eLan Investor Club. If you do not cancel within this 30 day period, then the membership shall continue the remainder of the 24 months.

## 6. BENEFITS

- 6.1. Benefits are only redeemable while your membership is active.
- 6.2. Benefits are only redeemable in the name of the principle member.
- 6.3. All benefits act as standalone promotions and cannot be used in conjunction with any other promotions running concurrently.
- 6.4. Fees, if any incurred by yourself for the use of these benefits are determined and collected by the individual suppliers. You are responsible for payment of any expenses incurred while utilising these benefits, as well as any damage, theft or loss caused by you or any of your guests.
- 6.5. Benefit suppliers which are separate legal entities reserve the right of admission and your adherence to their individual terms and conditions.
- 6.6. Benefits are all subject to availability.
- 6.7. Suppliers and benefits may change during the course of a calendar year of membership, however, the eLan Investor Club will endeavour to maintain a level of quality benefits at all times.

## 7. PROPERTY PURCHASED

- 7.1. eLan Investor Club reserves the right to determine discounted stock and rates.
- 7.2. eLan Investor Club reserves the right to pre-launch notification periods.
- 7.3. Membership must be in the name of the individual and if a company, closed corporation, partnership, trust, unincorporated association or other entity, membership must be completed in the name of any officer, director, member, partner, trustee or other duly authorised person. eLan Investor Club shall be entitled to treat such person as the member of all purposes.
- 7.4. Membership needs to be active in order to qualify for pre-launch pricing.

## 8. LIMITED LIABILITY AND INDEMNITY

- 8.1. All published and printed benefit information is obtained from the respective supplier and it is accurate and complete to the best of eLan Investor Club's knowledge, and eLan Investor Club is not responsible for erroneous or omitted information concerning such suppliers.
- 8.2. The member hereby indemnify the eLan Investor Club, it's affiliations, subsidiaries, holding companies, shareholders, directors and employees, from any losses or damages incurred through the information that it receive through this medium.

## **9. NO WARRANTIES**

eLan Investor Club and its Members each acknowledges that all information provided while being a member is provided "as is" with no warranties whatsoever, whether express, implied, statutory, or otherwise, and eLan Investors Club and member each expressly disclaims any warranty of merchantability, non-infringement, fitness for any particular purpose, or any warranty otherwise arising out of any proposal, specification, or sample.

## **10. CHANGES**

10.1. eLan Investor Club reserves the right to amend any of these terms and conditions or membership at eLan Investor Club discretion.

## **11. SOUTH AFRICAN LAWS**

- 11.1. These terms and conditions are governed by the laws of the Republic of South Africa.
- 11.2. eLan Investor Club will keep your personal information safe and secure at all times.
- 11.3. We will not make your details available to any other company or organisation, other than our subsidiaries and affiliated partners.

## **12. NOTICES**

- 12.1. Any notices under this Agreement shall be sent by:
  - 12.1.1. registered mail
  - 12.1.2. email transmission where the recipient specifically replies to acknowledge receipt.

ELAN INVESTOR CLUB PLATINUM MEMBERSHIP - DEBIT ORDER INSTRUCTION

A. AUTHORITY GIVEN BY:

Name of Account Holder:

Address:

BANK ACCOUNT DETAILS:

Bank Name:

Branch Name and Town:

Branch Number:

Account Number:

Type of Account: CURRENT (CHEQUE) / SAVINGS / TRANSMISSION

Date:

To: ELAN REAL ESTATE (PTY) LTD  
PO BOX 35540  
NORTHWAY  
4065

**Abbreviated Short Name as registered with the Acquiring Bank: ELAN REAL**  
**REFER TO OUR CONTRACT REFERENCE NUMBER \_\_\_\_\_ ("the Contract Reference Number") \*FOR OFFICE USE**

I hereby instruct and authorise you to draw against my account with the abovementioned bank (or any other bank or branch to which I may transfer my account) the sum of R 114 (one hundred and fourteen rand), the amount necessary for payment of the eLan Investor Club Platinum Membership fee monthly due in respect of the abovementioned agreement on \_\_\_\_\_ day of each and every month commencing on \_\_\_\_\_ and continuing until termination of our agreement or until cancelled by me in writing. All such withdrawals from my bank account by you shall be treated as though they had been signed by me personally.

I understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher.

I agree to pay any bank charges relating to this debit order instruction.

This authority may be cancelled by me by giving you thirty days' notice in writing, sent by prepaid registered post, but I understand that I shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

Receipt of this instruction by you shall be regarded as receipt thereof by my bank (whichever it is or will be).

The payment instructions so authorised to be issued must carry the Contract Reference Number, included in the said payment instructions and must be provided to identify the specific contract. I agree that the first payment instruction will be issued and delivered on \_\_\_\_\_ (date) and thereafter regularly on the \_\_\_\_\_ of each month.

If however, the date of the payment instruction falls on a non-processing day (weekend or public holiday) I agree that the payment instruction may be debited against my account on the **following business day**; or subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Agreement have been paid or until this authority is cancelled by me by giving you notice in writing of not less than the interval (as indicated in the previous clause) and sent by prepaid registered post or delivered to your address indicated above.

**B. MANDATE**

I acknowledge that all payment instructions issued by you shall be treated by my abovementioned bank as if the instructions had been issued by me personally.

**C. CANCELLATION**

I agree that although this authority and mandate may be cancelled by me, such cancellation will not cancel the Agreement. I also understand that I can not reclaim amounts, which have been withdrawn from my account (paid) in terms of this authority and mandate if such amounts were legally owing to you.

**D. ASSIGNMENT**

I acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party.

Signed ..... on this ..... day of .....

SIGNATURE AS USED FOR OPERATING ON THE ACCOUNT

.....

ASSISTED BY

FOR OFFICE USE