



Membership Application and Renewal 2021

Date: _____

Name: _____

Spouse: _____ Children U/18: _____

Home Address: _____

Phone Number: _(_____)_____ Cell: _____

Email Address/es: _____

Company: _____

VIRGIN GORDA MANAGEMENT COMPANY LIMITED

P.O. BOX 69, VIRGIN GORDA

BRITISH VIRGIN ISLANDS

Virgin Gorda Management Company Limited - BVI Reg. No. 709492 - BVI Trade Lic. No. RR-452 284-346-2295



	1 month - 3 months - 6 months - 1 Year			
Single Table Tennis	\$40	- \$100	- \$180	- \$320
Family Table Tennis	\$65	- \$160	- \$290	- \$520
Single Squash	\$50	- \$125	- \$225	- \$400
Family Squash	\$85	- \$200	- \$375	- \$675
Single Tennis	\$50	- \$125	- \$225	- \$400
Family Tennis	\$80	- \$200	- \$360	- \$650
Single Gym	\$70	- \$175	- \$315	- \$700
Family Gym	\$125	- \$340	- \$600	- \$1050
Single Tennis & Squash	\$85	- \$200	- \$375	- \$675
Family Tennis and Squash	\$100	- \$250	- \$450	- \$800
Single Tennis and Gym	\$100	- \$270	- \$450	- \$900
Family Tennis and Gym	\$150	- \$420	- \$700	- \$1350
Single Squash and Gym	\$100	- \$270	- \$450	- \$900
Family Squash and Gym	\$150	- \$420	- \$700	- \$1350
Single Tennis, Squash, Gym	\$150	- \$420	- \$700	- \$1350
Family Tennis, Squash, Gym	\$200	- \$500	- \$900	- \$1500
Single All	\$160	- \$400	- \$725	- \$1250
Family All	\$225	- \$585	- \$1010	- \$1685
Junior Tennis	\$25	- \$50	- \$75	- \$120
Drop In Fee – One time use	\$20	- Gym or Squash		
		Tennis -	\$10 per person per hour	

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Squash and table tennis will be available at a later date and memberships can then be obtained for those also. Pre-existing memberships can pay addition fees if they would like to add these options.

THIS DEED is dated _____

PARTIES:

(1) **Virgin Gorda Management Company Limited 'dba NAIL BAY SPORTS CLUB'** a company registered in the British Virgin Islands with company number 709492 and with registered office situate at Harney's, Craigmuir Chambers, Road Town, Tortola, VG 110, British Virgin Islands (the **Company**);

And

(2) _____ (the **User**).

BACKGROUND:

(A) The User wishes to use the Facilities and the Company has agreed to grant access to the User to the Facilities upon, *inter alia*, the terms and conditions of this Agreement.

TERMS:

The parties agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the following expressions shall have the following meanings:

Affiliated Companies or Entities any company or entity affiliated with the Company including but not limited to VGMC Limited or the Nail Bay properties owned or controlled by VGMC Limited and/or its principal shareholders, beneficial owners, officers directors, employees and advisors.

Agreement this Deed together with its schedules and annexes.

Business Days Monday to Sunday excluding public and bank holidays and days on which banks close for business in the British Virgin Islands. Open on certain public holidays and closed on Tuesdays which will change in the future.

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Claim	any claim or right of action or cause of action arising out of, or in connection with, the Facilities and/or the use by the User of the Facilities, whether under common law (including tort), contract, statute or otherwise, and whether such claim is, or could be, known to the parties or in their contemplation at the date of this Agreement in any jurisdiction.
Connected Persons	means, in respect of the Company, its employees, shareholders, officers, directors, advisors and Affiliated Companies or Entities and their respective employees, shareholders, officers, directors and advisors.
Facilities	The facilities situated at Nail Bay Sports Club, Nail Bay, Virgin Gorda, British Virgin Islands.
Facility Policies	ALL APPLICABLE POLICIES AND PROCEDURES IN RESPECT OF THE USE OF THE FACILITIES AND/OR AS MAY BE NOTIFIED OR ADVISED BY THE COMPANY TO THE USER FROM TIME TO TIME.

1.2 The following rules apply in this Agreement unless the context requires otherwise.

1.2.1 Headings are for convenience only and do not affect interpretation.

1.2.2 The singular includes the plural and the converse.

1.2.3 A gender includes all genders.

1.2.4 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

1.2.5 Mentioning anything after **include, includes** or **including** does not limit what else might be included.

1.2.6 A reference to **writing** includes any means of reproducing words in a permanently visible form.

2. **WAIVER, RELEASE AND INDEMNITY**

2.1 In connection with and in consideration of the permission granted by the Company to the User from time to time on a purely non-binding and voluntary basis for the User to use the Facilities, which permission may be unilaterally withdrawn or suspended by the Company without notice, the User agrees that, to the maximum extent permitted by law, he does not and shall not have, any Claim against the Company or its Connected Persons in connection with his or her use of the Facilities.

2.2 To the extent that any such Claim exists or may exist, the User irrevocably waives such Claim and releases and forever discharges the Company and its Connected Persons from any and all liability whatsoever in respect thereof and, without prejudice to the foregoing, irrevocably acknowledges and agrees that the Company and its Connected Persons shall have no liability whatsoever in respect of any such Claim.

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2.3 THE USER HEREBY AGREES TO ABIDE BY AND COMPLY WITH THE FACILITY POLICIES AND, to the maximum extent permitted by law, to indemnify and hold harmless the Company and its Connected Persons in respect of any and all claims (including third party claims), liabilities, losses, fines, penalties, costs, damages and/or expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) which may arise from the negligence of the User, the use of the Facilities by the User, the breach by the User of this Agreement and/or the contravention by the User of the Facility Policies.

3. WARRANTIES

3.1 THE USER HEREBY WARRANTS AND REPRESENTS THAT:

3.1.1 the User has full power and authority to enter into this Agreement the terms of which constitute legal obligations which are valid and binding on the User, and the User has full power and authority to perform those obligations;

3.1.2 **THE USER IS SOLVENT AND ABLE TO PAY THEIR DEBTS AS THEY FALL DUE AND IS NOT THE SUBJECT OF BANKRUPTCY PROCEEDINGS OR ANALOGOUS PROCEEDINGS IN ANY JURISDICTION AND**, to the best of the knowledge of the User, no action has been taken by any person to commence or threaten any such proceedings; **AND**

3.1.3 **THE USER DOES NOT HAVE ANY MEDICAL CONDITION, INJURY OR AILMENT (OTHER THAN A MEDICAL CONDITION, INJURY OR AILMENT WHICH HAS BEEN FULLY DISCLOSED TO THE COMPANY IN WRITING PRIOR TO THE DATE OF THIS AGREEMENT) WHICH WOULD IMPAIR OR RENDER UNSAFE OR INADVISABLE THEIR ATTENDANCE AT AND/OR USE OF THE FACILITIES.**

3.2 THE USER MAKES THE WARRANTIES AND REPRESENTATIONS SET OUT IN THIS CLAUSE 3 ON THE DATE OF THIS AGREEMENT AND THE USER IS TAKEN TO REPEAT EACH SUCH WARRANTY AND REPRESENTATION ON EACH OCCASION THEY ATTEND AT AND/OR USE THE FACILITIES.

3.3 IN THE EVENT OF A BREACH OF THE WARRANTIES AND/OR REPRESENTATIONS SET OUT IN THIS CLAUSE 3, THE USER SHALL, on demand by the Company, and without prejudice to any other rights or remedies available to the Company, pay to the Company all reasonable fees, costs and expenses suffered or incurred by the Company arising out of such breach together with such amount as is necessary to put the Company in the position it would have been in if such breach of the warranties and/or representations had not occurred.

4. MISCELLANEOUS PROVISIONS

4.1 Assignment.

4.1.1 The User may not assign any of their rights under this Agreement or invite or permit anyone else to use the Facilities without the prior written consent of the Company.

4.1.2 The Company may assign any of its rights or obligations under this Agreement.

4.1.3 This Agreement shall be binding upon and run for the benefit of, the parties, their successors and permitted assigns.



- 4.2 Entire Agreement. This Agreement together with the Facility Policies constitutes the entire agreement and understanding between the parties with respect to their subject matter, and except as expressly provided, supersedes all prior representations, writings, negotiations or understandings with respect to that subject matter.
- 4.3 Waivers. A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 4.4 Variations. No variation of this Agreement shall be effective unless it is made in writing and signed by each of the parties.
- 4.5 Notices.
- 4.5.1 A notice under or in connection with this Agreement (a **Notice**):
- (a) shall be in writing;
 - (b) may be delivered personally or sent by first class post or email to, in the case of post, the address set out for each party on page 2 or in the case of email to such email address as may be notified by either party to the other from time to time.
- 4.5.2 Notice is deemed given:
- (a) if delivered personally, when the person delivering the notice obtains the signature of a person at the address referred to in Clause 4.5.1(b);
 - (b) if sent by post, except air mail, ten Business Days after posting it;
 - (c) if sent by email, when confirmation of its transmission has been recorded by the sender's email provider.
- 4.6 Severability: If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way. In such event, the parties shall use all reasonable endeavours to replace the unenforceable, illegal or void provision with a provision which is legal and enforceable and the effect of which is as close as possible to the intended effect of the superseded provision.
- 4.7 Costs. Each party must pay its own costs and expenses (including any professional fees) in connection with the preparation, negotiation and execution of this Agreement.
- 4.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.
- 4.9 Further Assurance. Each party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

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4.10 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the British Virgin Islands, and shall be subject to the exclusive jurisdiction of the courts of the British Virgin Island

EXECUTED as a **DEED** by the parties on the date appearing at the top of page 1.

EXECUTED as a deed by

in the presence of:

[**Signature of Applicant**]

.....

Witness

.....

Name

.....

Signature

EXECUTED as a deed on behalf of

Virgin Gorda Management Company Ltd

'dba NAIL BAY SPORTS CLUB'

Joseph Kneipp - Club Manager