

Website Privacy and Terms and Conditions

These Terms and Conditions govern your use of the Fancourt Hotel (Pty) Limited (“Fancourt”) website located at www.fancourt.co.za. By accessing and using the website, you agree to be bound by the Terms and Conditions set out in this legal notice. If you do not wish to be bound by these Terms and Conditions, you may not access the website.

2. Fancourt reserves the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this website. It is your responsibility to periodically check these Terms and Conditions at the website for changes or updates. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

3. All rights in and to the content, which includes but is not limited to the text, graphic, logos, buttons, icons, images, photographs, audio clips, data bases and software, of this website is reserved and retained by Fancourt, its affiliates or subsidiaries or any other third party owner of such rights. Except as specified in these Terms and Conditions, you are not granted a license or any other right including without limitation under copyright, trademark, patent or other intellectual property right in or to the content.

4. You may not copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, material on this website. You may not use the website for offensive, defamatory, incorrect or untrue disclosure to any persons. All trademarks, logos and icons may not be used without the prior permission of Fancourt. Any unauthorised use of the Fancourt website may result in termination of your account at any time.

5. We reserve the right to change or discontinue the content and/or services available from the Fancourt website without prior notice. Fancourt may also suspend or terminate the website at any time without prior notice.

6. Only with prior written permission, may a third party site link to this website provided that the link is pointed directly to the homepage of the Fancourt website only. The link may not portray Fancourt, its affiliates, or their products or services in a false, misleading, derogatory, or offensive manner. You may not use the Fancourt logo or any other proprietary graphic or trademark as part of the link without the express written permission of Fancourt.
7. You shall not decompile and/or reverse engineer the source code of the website.
8. Although reasonable steps have been taken to ensure the accuracy and completeness of the contents, data and information on the website, there may be instances where such information proves inaccurate or incomplete. Before making any decision or taking any action which might affect you or your business you should consult your own professional advisors, and take all reasonable steps to ensure and verify the accuracy of the contents, data and information obtained from this website.
9. Without limiting the generality of the abovementioned, the website could include technical, typographical or other inaccuracies and you are urged to contact your own professional advisors to confirm all information contained on the website prior to placing reliance thereon. Changes are periodically made to the information herein and these changes will be incorporated in new additions of this website.
10. Fancourt, any holding company, suppliers, employees, directors, partners, affiliates and agents, and any third party owners of rights or products ("the Owners") make no warranty or representation as to the availability, accuracy or completeness of any third-party content accessible via an Internet link.
11. The Owners shall not be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the website or any functionality thereof, or of any linked website, even if Fancourt is expressly advised thereof.
12. Due to the nature of the Internet, Fancourt is unable to guarantee that any products and services or any website accessible by the website are virus or error free. We therefore suggest that you check all e-mails, attachments and files before downloading them.
13. The Fancourt website may contain links to other sites which are not within our control. These will have their own policies and we cannot be held responsible for these or any other terms and conditions that may be within these sites.
14. Fancourt receives various types of information ("the Information") from you when you access the website, including personal information as detailed in the Promotion of Access to Information Act ("PAIA"), Act 2 of 2000, and as detailed in Section 1 of the Electronic Communications and Transactions Act, ("ECTA"), Act 25 of 2002 (hereinafter referred to as "Personal Information").

15. Fancourt may electronically collect, store and use Personal Information, including but not limited to, name, contact details, surfing patterns, e-mail, and IP addresses.

16. We may use your information to confirm that your booking has been received; to validate you as a guest when using our services and calling us; to prevent and detect criminal activity, fraud and misuse of or damage to our services or network; to prosecute those responsible and to contact you to invite you to form part of our customer panel or various research groups.

17. We may also use your personal information and process such information for the purposes of management, research, analysis, corporate reporting, credit scoring and improving business efficiencies.

18. We may use personal information collected about you to contact you by post, telephone and electronic mail (that is e-mail, picture, video and short message service) about functionality changes to our website, services or changes to our terms and conditions of use and to communicate with you regarding the use of our services.

19. We may use the information collected about you to contact you by post or telephone about new customer offers and services. We may also contact you by electronic mail for these purposes, subject to any preferences selected by you.

20. Subject to your preferences in respect of each of our services, selected third parties may use the personal information collected about you to contact you about information that you might find interesting.

21. It is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging. The Owners will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential or disclosed information that you make to the Owners through the Internet, or that you expressly or implicitly authorise the Owners to make, or for any errors or any changes made to any transmitted information. To ensure acquaintance with and awareness of the privacy measures and polices of Fancourt, you are urged to take care to read and understand the underlying privacy clauses incorporated in these Terms and Conditions:

21.1. Casual Surfing

You may visit the website without providing any personal information. You accordingly hereby grant express written permission for the website servers in such instances collecting the IP address of the User computer, but not the e-mail address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the website, and pages viewed, etc. Fancourt uses this information to determine use of the website, and to improve content thereon. Fancourt assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

21.2. Unsolicited Information

If you post unsolicited content or other information ("the Information") to the website, and unless otherwise indicated, then you grant to the Owners a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media. You grant to the Owners the right to use the name that you submit in connection with such Information, if they choose. You warrant that you own or otherwise control all of the rights to the Information that you post; that the Information is accurate; that by the supply of the Information to Fancourt, you do not violate this Policy and do not infringe the rights of any person or entity; and that you indemnify the Owners for all claims resulting from the receipt by Fancourt of the Information you supply to it. Fancourt reserves the right but not the obligation to monitor and edit or remove any Information, where posted to public pages. Fancourt takes no responsibility, and assumes no liability for any Information posted by you or any third party.

21.3. Solicited Information you give to Fancourt

Fancourt requires certain Personal Information necessary to process transactions if you require any of Fancourt's products or services. Fancourt receives and stores all Information, including Personal Information which you enter on the website or give to Fancourt, in any other way. You may choose not to provide certain Personal Information, but that may limit the services or products that you may wish to obtain from Fancourt. Fancourt provides its products and services in conjunction with its affiliates and subsidiaries. In this regard and unless specifically restricted by you from the license below, you hereby and when entering into the specific transactions in question expressly grant in writing to the Owners a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media for any purpose whatsoever. Your Information that is required by affiliates and subsidiaries to give effect to transactions that you choose to enter into, is shared with those entities.

21.4. Promotional Information

Fancourt aspires to provide first-class service to its customers, which necessitates Fancourt providing information to you regarding new services or special offers. In each instance, you are provided an opportunity to opt-out of such information circulars. For more information, please call 044 8040432, or send an e-mail to marketing@fancourt.co.za.

21.5. Business Transfers

Fancourt may enter into business arrangements whereby its customer base is one of the more valued assets. In such an event, customer Information will be one of the transferable assets.

21.6. Lawful Purposes

When Fancourt is served with due legal process requiring the delivery of Personal Information, it has the legal duty to abide by that demand, and will do so. Fancourt may also impart Personal Information if permitted or required to do so by law, or to protect and defend the rights or property of Fancourt, and for the purposes of distributing same to various third parties who are involved in the provision of the services provided in accordance with these Terms and Conditions.

21.7. Surveys and Statistical Profiles

21.7.1. Fancourt understands that efficiency and customer care translates to good service. Fancourt may periodically conduct online customer care surveys to facilitate the updating of service standards. When it conducts a survey, Fancourt will inform you how the information gathered will be used, and will provide you with the opportunity to opt-out from such surveys. Notwithstanding the foregoing, Fancourt may choose to use Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including you, by a third party.

21.7.2. Fancourt may collect network or traffic data related to your use and access to our services. Such data would include, but not be limited to, time spent using our services. We may also use some of this information for research, segmentation of our customer base, marketing our services and to understand and keep you informed.

21.8. Storage

The time periods for which we keep your personal information may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring us to keep your information, however, we will not keep it for longer than necessary for the purpose for which the personal information was collected or for which it is to be processed.

21.9. Interception

Subject to the Regulation of Interception of Communications Act ("RIC"), Act no. 70 of 2002, you agree that Fancourt may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to Fancourt, its employees, directors and agents. You agree that your consent satisfies the requirements of ECTA and RIC for consent in "writing" as defined.

22. These website Terms and Conditions shall apply in respect of all persons accessing this website, or otherwise providing Fancourt with Personal Information, including minors. If you are a minor (under 18 years of age), you may use this website only with the supervision of a parent or guardian. If you represent that you are of sufficient legal age to use this website you will be bound by legal obligations and liabilities that you may incur as a result of your use of this website and the services. You agree to supervise all usage by minors of this website under your name or account.

23. You are responsible for maintaining the confidentiality and security of your name and password for access to the website and you accept full liability for all activities that occur on or related to the website under your name. You may not impersonate another user accessing the website, nor provide false information to gain access to the website.

24. You agree to be financially responsible for any financial transactions made by you on this website (as well as for use of your account by others, including without limitation, minors). You agree that the reservation facilities of this website shall be used only to make legitimate reservations. You understand that overuse or abuse of the reservation facilities of this website may result in you being denied access to such facilities, at the sole discretion of Fancourt.

25. By effecting payment via our website, the transaction constitutes an electronic transaction as defined in ECTA and that a binding agreement has been concluded between Fancourt and you authorising us to deduct or to debit the credit card for payments for services rendered to you. Your hand signature shall not be required for authorisation purposes.

26. For any reservations or other services for which fees may be charged, you agree to abide by these Terms and Conditions as well as, that payment of all amounts shall be paid by you when due and that you shall comply with all rules and restrictions regarding rates and charges as well as in respect of the availability of products or services. You shall be completely responsible for all charges, fees, duties, taxes and assessments arising out of the use of this website.

27. You are encouraged to report untrue, inaccurate, defamatory or any other information necessary to Fancourt.

28. Fancourt will not be liable for costs incurred by you to obtain professional advice relating to any Fancourt Terms and Conditions in any section of the Fancourt website.

29. Please navigate through the website in order to review our Booking Terms and Conditions.

30. Merchandise visuals on the website may not necessarily be available for purchase at the Fancourt.

31. In accordance with the disclosure requirements of ECTA, and as a supplier of goods and services offered for sale, hire or exchange, by way of an electronic transaction, we make the following information available to you:

31.1. We are Plattner Golf Pty Ltd, trading as Fancourt (hereinafter referred as "Fancourt"), a private limited company by shares duly registered and existing under the laws of South Africa:

Registration Number: 1994/02617/07;

VAT Registration Number: 4330143472;

Physical Address: Montagu Street, Blanco, George;

Telephone number: 044 804 0000.

Place of Registration: Montagu Street, Blanco, George;

We will accept legal service at c/o ENS – Edward Nathan Sonnenbergs, 1 North Wharf Square Loop Street, Foreshore, Cape Town, 8001. Telephone: 021 410 2500.

Fancourt's Directors are Dr H Plattners, Mrs SRB Plattner, Mr SD Powell and Ms K Titmas.

The main business of Fancourt is leisure resort offering accommodation, catering, and leisure services including three golf courses;

31.2. Fancourt's website is www.fancourt.co.za and our e-mail address is marketing@fancourt.co.za;

31.3. Fancourt, South Africa's premier leisure and business resort is situated in the heart of the Garden Route. The resort has two accommodation offerings, The Fancourt Hotel and Fancourt's original homestead, built in 1859, now finds itself rejuvenated as the new luxury boutique hotel, "The Manor House at Fancourt".

The Fancourt Hotel has 117 guest rooms on offer comprising luxury rooms, one bedroom and two bedroom suites. The Manor House at Fancourt has eighteen suites as well as a Master Bedroom all offering personalised, butler-style service.

Leisure activities on the resort include three Gary Player designed golf courses all ranked in the Top 20 in South Africa with The Links ranked as No. 1. As well as a Spa, Kids Club, teen lounge, running and walking trails, bird watching and a variety of restaurants.

31.4. All costs associated with your stay as well as the booking procedure and cancellation policy at the Fancourt are accessible via the website or telephonically.

31.5. Payment may be made online by credit card through a sufficiently secure payment system. The payment system allows for review, corrections and withdraw by you prior to placing the final order.

31.6. Fancourt offers you the ability to file complaints via the "Contact us" service of the website www.fancourt.co.za. Currently Fancourt does not subscribe to any alternative dispute resolution code or mechanism.

31.7. In terms of Section 42(2)(j), you acknowledge and agree that Section 44 of ECTA will not apply to transactions concluded via the website.

32. This website is controlled, operated and administered by Fancourt from its offices as set out below within the Republic of South Africa. Fancourt makes no representation that the content is appropriate or available for use in certain locations or countries. Access to the website from territories or countries where the content is illegal is prohibited. You may not use this website in violation of South African export laws and regulations. If you access this website from locations outside of South Africa, you are responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the High Court of South Africa in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitutes the entire agreement between Fancourt and you with regard to the use of the content and this website.

33. In the event that you need to contact Fancourt for purposes related to these Terms and Conditions, please us the following:

Telephone: +27 44 804 0432

Fax: +27 44 804 0769

E-mail: marketing@fancourt.co.za

This website was most recently updated on the 11 July 2011.