

Terms of use

Welcome to the Ceres Golf Estate website – “the website” – an online resource owned and controlled by Ceres Golf Estate and/or its affiliated and related companies – “Ceres Golf Estate”. Your use of this website is subject to the conditions set out in these terms of use.

By continuing to use or access the website you indicate your acceptance of these terms and agree to be bound by any such modified terms of use. If you do not agree to any new or modified terms of use, you may not continue using the website.

1. Use of website content

You may view, download, print, or display contents from the website provided that your use is for information purposes of a personal and non-commercial nature only and provided that you retain all copyright and other notices found in the original content.

Except insofar as you have written permission from Ceres Golf Estate to do so, you are prohibited from:

- Modifying or altering the contents of the website in any way, or reproducing, republishing, distributing, or displaying the contents of this website for any public or commercial purpose without written permission from Ceres Golf Estate;
- Using the contents of the website to prepare any derivative work;
- Framing, enclosing or extracting any trademark, image, text, form, or other proprietary information on the website;
- Using the word “Ceres Golf Estate” or a derivative thereof as a meta tag or hidden text, nor may you use Ceres Golf Estate’s logo or other trademarks as part of any link.

Any use of the contents of the website on any other website is prohibited. Use of the website does not entitle you to any rights of ownership in the content and you expressly acknowledge that Ceres Golf Estate retains all its rights in the website. Should your use of the website not be in accordance with these terms of use, you must immediately cease using the website and you must destroy any downloaded or printed material.

2. Security

You are prohibited from violating or attempting to violate the security of the website, including, but without limitation:

- Accessing data not intended for such user or logging into a server or account which the user is not authorised to access;
- Attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- Attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting a virus to the website, overloading, “flooding”, “spamming”, “mail bombing” or “crashing”;

- Sending unsolicited email, including promotions and/or advertising of products or services;
- Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting;
- Deleting or revising any material posted by any other person or entity;
- Using any device, software or routine to interfere or attempt to interfere with the proper working of this website or any activity being conducted on this site.

Violations of system or network security may result in civil or criminal liability.

3. Indemnity

You agree to defend, indemnify and hold Ceres Golf Estate harmless against any claims, expenses, liabilities, and losses resulting directly or indirectly from your use of this website.

4. Third-party websites

Ceres Golf Estate may, at its discretion, choose to link to third-party websites or content. Such links do not constitute an endorsement of those third-party websites, nor is Ceres Golf Estate responsible for any viruses, content, damages, or disputes resulting from your access to them.

5. Disclaimer

While Ceres Golf Estate has taken reasonable measures to ensure the integrity of the website and its contents, no warranty, whether express or implied, is given that the website will operate error-free or that any files, downloads, or applications available via the website are free of viruses, trojans, bombs, time-locks, or any other data, code, or harmful mechanisms that have the ability to corrupt or affect the operation of your computer system.

In no event will Ceres Golf Estate and/or any third party contributors of material to the website be liable for any costs, expenses, losses, and damages of any nature (whether direct, indirect, punitive, incidental, special, or consequential) arising out of or in any way connected with your use of the website, your inability to use the website and/or the operational failure of the website, and whether or not such costs, expenses, losses and damages are based on contract, delict, strict liability or otherwise.

Reasonable care has been taken to ensure that the information contained on this website is accurate, but Ceres Golf Estate cannot guarantee its accuracy, and it reserves the right to change the information on this website (including these terms and conditions) at any time without notice.

You must check these terms of use for changes every time you intend to use this website. If you use this website after such updated or amended terms of use have been displayed on this website, you will be deemed to have accepted such updates or amendments.

6. Preservation of rights

Except as expressly provided herein, no other rights are granted by Ceres Golf Estate under this agreement. All rights not expressly granted hereunder are reserved to Ceres Golf Estate.

7. General legal provisions

In the event any provision in these terms of use is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions shall not in any way be affected or impaired. These terms of use shall be governed and controlled by the laws of the Republic of South Africa, and you and Ceres Golf Estate both agree to the sole jurisdiction of the Western Cape High Court, Cape Town, in relation to any dispute arising out of this agreement.