



# SOUTHERN KEY TRADING

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**SOUTHERN KEY TRADING (PTY) LIMITED**

**(2002/017175/07)**

**("Southern Key")**

**MANUAL PREPARED IN ACCORDANCE WITH SECTION 51 OF THE PROMOTION OF  
ACCESS TO INFORMATION ACT, ACT NO 2 OF 2000**

**("Act")**

## **1 INTRODUCTION**

This manual has been prepared to assist persons requesting information and provides procedures to be followed to gain access to information and documentation as provided for in the Act.

Southern Key carries on business as an agent for the buying and selling of timeshare and other holiday accommodation services.

## **2 CONTACT DETAILS**

Name of body : Southern Key Trading (Pty) Limited  
Designated person : Anthony Charles Fernandes  
Postal Address : Private Bag 703, Port Shepstone, KZN  
Street Address : 3 Daly Street, Port Shepstone, KZN  
Telephone : (039) 688 5044  
Telefax : (039) 688 5046  
Email : [bridgett@southernkey.co.za](mailto:bridgett@southernkey.co.za)  
Website : [www.southernkey.co.za](http://www.southernkey.co.za)

## **3 GUIDE IN TERMS OF SECTION 10 OF THE ACT**

In terms Section 10 of the Act, the South African Human Rights Commission shall prepare a guide containing such information as is required in terms of the Act. This guide will be available before the end of August 2003.

The South African Human Rights Commission may be contacted at :

Postal Address : Private Bag 2700, Houghton, 2700  
Telephone : (011) 484 8300  
Telefax : (011) 484 0582  
Website : [www.sahrc.org.za](http://www.sahrc.org.za)

#### **4 INFORMATION AVAILABLE IN ACCORDANCE WITH OTHER LEGISLATION**

Southern Key keeps information required by the following legislation. This list is not necessarily exhaustive.

- Companies Act, Act No 61 of 1973
- Income Tax Act, Act No 58 of 1962
- Value-Added Tax Act, No 89 of 1991
- Labour Relations Act, No 66 of 1995
- Basic Conditions of Employment Act, No 75 of 1997
- Estate Agency Affairs Act, No 112 of 1976
- Property Time-Sharing Control Act, No 75 of 1983
- Sectional Titles Act, No 95 of 1986
- Share Blocks Control Act, No 59 of 1990

#### **5 INFORMATION HELD BY SOUTHERN KEY IN TERMS OF THE ACT**

Southern Key holds the following categories of information and documentation:

- Employment records, contracts, policies and procedures
- Timeshare accommodation records
- Seller's and purchaser's records
- Brochures
- Sale records
- Financial records
- Commercial contracts

Information and documents relating to the above may be accessed in terms of the Act. Information and documentation is classified in Table 1 and may or may not be disclosed accordingly.

**Table 1**

<b>Classification</b>	<b>Description of document / information</b>	<b>Disclosure</b>
1	Public access document (eg statutory documents)	May be disclosed
2	Subject to copyright (eg brands and logos)	May be disclosed
3	Member access document (eg contract conditions and rules)	Limited disclosure
4	Personal information of person requesting (eg accounts or staff information)	Limited disclosure
5	<i>Sub judice</i> , pending court proceedings	May not be disclosed
6	Unreasonable disclosure of personal information of individual or group (eg salary information)	May not be disclosed
7	Likely to harm the commercial interests of a third person (eg systems and procedures)	May not be disclosed
8	Likely to harm the holder or third parties in negotiations (eg offered prices)	May not be disclosed
9	Would amount to a breach of confidence in contract with a third person	May not be disclosed
10	Likely to compromise the safety of individuals or protection of property	May not be disclosed
11	Legally privileged documents	May not be disclosed
12	Commercial information of holder (eg costing structure, and referrals)	May not be disclosed
13	Likely to prejudice research and development information of holder or third party (eg marketing research results)	May not be disclosed

## **6 PROCEDURE TO ACCESS INFORMATION**

A person requesting access to information should do so by:

- 6.1 submitting the prescribed form to the designated person;
- 6.2 providing sufficient details of the information requested to enable Southern Key to identify:
  - the record requested;
  - the name and details of the person requesting;
  - the manner in which the information is to be made available.
- 6.3 paying the prescribed fee.

The prescribed forms and details of the prescribed fees are available from the South African Human Rights Commission on request.

## **7 OTHER INFORMATION PRESCRIBED BY THE ACT**

The Minister has to date not prescribed access to any other information.

**24 June 2005**

## **TERMS AND CONDITIONS**

Welcome to **SOUTHERN KEY TRADING**. This interactive website service is provided to you by **SOUTHERN KEY TRADING**, the use of which is subject to the following terms and conditions. Before entering and exploring the **SOUTHERN KEY TRADING** website, kindly read the Agreement carefully as you will, by proceeding, have acknowledged and agreed to the terms and conditions contained therein. If you do not accept the terms and conditions, kindly do not explore this website any further.

## **THE AGREEMENT**

This Agreement is entered into between **SOUTHERN KEY TRADING**, as the **SERVICE PROVIDER** and you, as the **SERVICE USER**.

## **RIGHT OF USE**

The **SERVICE PROVIDER** hereby authorises and gives consent to the **SERVICE USER** to explore and interact with the materials contained on this website. The **SERVICE USER** acknowledges that this website is for his or her personal information and use only and that he or she may not in any way download, reproduce, display or record any of the information material, trade marks, logos, illustrations and displays contained on this website for any commercial purpose whatsoever.

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## **DIFFERENT SERVICE USERS**

This website will be explored by members of the public wanting to discover more about **SOUTHERN KEY TRADING** and what it has to offer. Consequently, different Users may have different intentions and expectations of the website. The **SERVICE USER** acknowledges this difference and that the website and the provisions hereof must recognise this.

## **PERSONAL INFORMATION**

The **SERVICE USER** acknowledges that the **SERVICE PROVIDER**, in furtherance of its service towards its customers, may require certain personal information from the **SERVICE USER** from time to time. The **SERVICE PROVIDER**, however, acknowledges that it also has a duty to the **SERVICE USER**, and to this end the **SERVICE PROVIDER** has taken every precaution possible to protect the **SERVICE USER'S** right to privacy.

The **SERVICE USER** further acknowledges that the **SERVICE PROVIDER** may require such personal information for the purposes of promoting and administering **SOUTHERN KEY TRADING** more efficiently and effectively and has chosen the

medium of this website to achieve this. The information collected will assist the **SERVICE PROVIDER** with maintaining and improving this website for the benefit of all Users.

### **COLLECTION OF PERSONAL INFORMATION**

The **SERVICE PROVIDER** undertakes to collect only such information as is commercially necessary to promote, market, administer and manage **SOUTHERN KEY TRADING** and this website. Particularly, the **SERVICE PROVIDER** will not pass on, or make economic gain from, any personal information collected, including name and contact details, credit and character details, from the **SERVICE USER** to any other person or persons, other than with the expressed consent of the **SERVICE USER**, under warrant of a court order or process of discovery in any court proceedings, or to affiliates of the **SERVICE PROVIDER** : Provided that any personal information passed on to such affiliates shall only be for the purposes of promoting, marketing, administering and managing **SOUTHERN KEY TRADING**, and that the affiliates shall not pass on such personal information. To this end, the **SERVICE PROVIDER** will comply with all applicable laws and regulations.

### **USE OF PERSONAL INFORMATION**

The **SERVICE USER** acknowledges that one of the duties of the **SERVICE PROVIDER** is to monitor the success of the products and services of **SOUTHERN KEY TRADING** and this website, and to identify its market, and that personal information collected may be used for the purposes of survey, adaption and improvement of such products and services, and this website. The **SERVICE USER** specifically acknowledges and consents to the **SERVICE PROVIDER** following up such information directly with the **SERVICE USER** by way of e-mail or other means. However the **SERVICE USER** shall have the right at any time to revoke such consent.

### **RESPONSES FROM SERVICE PROVIDERS**

The **SERVICE USER** acknowledges that if he or she requires a response from the **SERVICE PROVIDER**, information relevant to the query may be required in order to respond thereto as fully as possible. If the **SERVICE USER** prefers not to provide such information, or is for whatever reason unable to do so, this may affect the extent of the response by the **SERVICE PROVIDER**.

### **INDIVIDUAL TRANSACTIONS**

As this website is updated and improved from time to time, new services may be introduced which may affect the nature of information required from Users. The **SERVICE USER** acknowledges that these terms and conditions may be amended from time to time to reflect the nature of the service provided by the **SERVICE PROVIDER**. Consequently, the **SERVICE USER** acknowledges that every time that he or she explores and/or interacts with this website will constitute a new transaction subject to the terms and conditions applicable at that time.

### **JURISDICTION**

These terms and conditions are construed in terms of the laws of the Republic of South Africa, without giving effect to the principles regarding the conflict of laws. The **SERVICE USER** acknowledges and agrees to the exclusive jurisdiction of the High Court of South Africa in respect of any and all disputes arising out of or relating to this website, including but not limited to any dispute relating to jurisdiction.

### **TIMESHARE AND SALES INFORMATION**

The timeshare accommodation, resort and sales information contained in this website includes that of timeshare resorts over which the **SERVICE PROVIDER** has no control. Information pertaining to all resorts and sales has been provided by the resorts and prospective purchasers themselves, or their respective agents. In the premise, the **SERVICE PROVIDER** cannot and does not warrant or guarantee the correctness of any information collected and presented on this website. No representation contained herein shall in anyway amount to a representation by the **SERVICE PROVIDER** of the resort or prospective purchasers and the **SERVICE USER**.

### **BINDING AGREEMENT**

Submission of information by the **SERVICE USER** or request put to the **SERVICE PROVIDER** by the **SERVICE USER** shall not constitute a binding agreement. The **SERVICE USER** acknowledges that a binding agreement shall only become binding between and when signed in hard copy by both the **SERVICE USER** (as seller) and a purchaser and when all statutory requirements regarding the alienation of timeshare interests have been met.



The **SERVICE USER** acknowledges that the **SERVICE PROVIDER** provides services strictly as agent of the buyer and/or seller and not as principal. The **SERVICE PROVIDER** therefore shall in no way be held liable for any failure to secure a sale pursuant to any submission or request made by the **SERVICE USER** on this website.

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