

## **Terms of Use**

Welcome to our Website. The Website is provided by Kirkcaldy Golf Club (KGC). In these terms and conditions, "you" and "your" means you as the user of our Website.

### **ACCEPTANCE OF AGREEMENT**

These terms and conditions ("Terms and Conditions") govern your use of the Website. By accessing the Website, you agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, you should not use the Website. You should read all the Terms and Conditions prior to using the Website. You should also save and/or print out a copy of these Terms and Conditions for future reference.

The privacy of your personal information (such as your name, e-mail address, address and other contact details) is important to us. Please see our Privacy Policy for details of how we may process your personal information.

These Terms and Conditions, together with the Privacy Policy shall be collectively referred to as the "Agreement". This Agreement constitutes the entire agreement between you and us. If you are uncertain about any of its terms, please contact us by email or write to us at the address set out above and we will try to respond to your query as soon as possible.

### **CHANGES TO THIS AGREEMENT**

We may from time to time make changes to the terms of this Agreement. Any changes will be posted on our Website. Please review these Terms and Conditions regularly to ensure you are aware of any changes made by us. If you use the Website after changes are notified to you in this way, you agree to such changes. If you do not agree to such changes, you should not use this Website.

### **ACCESSING OUR WEBSITE**

Access to our Website is permitted on a temporary basis and we reserve the right to withdraw or amend any or all of the Website without notice. We may suspend access to the Website periodically to carry out emergency or scheduled maintenance or for any other reason at any time. Access to our Website is dependent upon availability of the worldwide web and we accept no responsibility for your inability to access our Website arising out of circumstances beyond our reasonable control.

We have the right to disable your access to our Website at any time if, in our opinion, you have failed to comply with any of the provisions of this Agreement.

Access to certain parts of our Website is restricted to current members of KGC only. If you are not a current member of KGC you will not be permitted to access this area.

### **OUR MATERIALS**

Subject to the terms of this Agreement, we grant you a non-exclusive, non-transferable, revocable, limited right to access and view data, information, software graphics, images, text, posts and other content on the Website, ("Materials") strictly in accordance with this Agreement.

You may only view and use the Website and the Materials for your own personal, non-commercial use. We expressly reserve all intellectual property rights in and to the Website and the Materials and your use of the Website and Materials is subject to the following restrictions. You must not (a) remove any copyright or other proprietary notices contained in

the Materials; (b) modify the Materials in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose; (c) transfer the Materials to any other person; (d) use any Materials from the Website in any manner that may infringe any intellectual property right, proprietary right, or property right of us or any third parties; or (e) reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit this Website and/or the Materials in any way; without our prior written consent.

#### UNACCEPTABLE CONTENT

If you find any content on our Website to be in any way offensive, obscene, defamatory, racist, harmful, inaccurate, unlawful, illegal, infringing of any third party rights, deceptive in any way or otherwise in breach of our content standards, please notify us by email and using the subject heading "Unacceptable content".

We take complaints seriously and on receipt of your complaint we will investigate whether the content breaches our content standards or these terms and conditions and may, at our discretion, remove or block access to the content complained of.

#### CHILDREN

We realise and understand that many children will visit our Website but we encourage all persons under 13 to consult with their parents or legal guardian before submitting any Content or information to this Website and indeed any other web site. We believe that ultimately it is the responsibility of parents or legal guardians to supervise children when online and recommend that parental control tools be put in place.

#### TRADE MARKS

We expressly reserve all rights in and to the domain name [www.kirkcaldygolfclub.co.uk](http://www.kirkcaldygolfclub.co.uk) Trademarks belonging to KGC may not be used without express prior written consent. Other trademarks, products and company names mentioned on the Website may be trademarks of their respective owners or licensors and the rights in such marks are expressly reserved to the respective owners or licensors.

#### LINKING TO OUR WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and which does not damage our reputation or take advantage of it. You must not link to our Website in such a way as to suggest any form of association, approval or endorsement on our part without our prior written consent. You must not remove or obscure by framing or otherwise, advertisements, copyright notices, or other information published on the Website. Our Website must not be framed on any other site.

To avoid any doubt you must not link to our Website from a linking site which contains any adult or illegal material or any material that is offensive, harassing or otherwise objectionable.

We reserve the right to withdraw linking permission without notice.

#### THIRD PARTY SITES AND CONTENT

Our Website and/or the Materials may contain links to third party websites. If you decide to visit any third party site, you do so at your own risk. We are not responsible for the content, accuracy or opinions expressed on such websites. Links do not imply that we or this Website is/are affiliated or associated with such sites. Third party content may appear on the Website

or may be accessible via links from the Website. We are not responsible for and assume no liability for such content.

#### EXCLUSIONS AND DISCLAIMERS

To the fullest extent permissible by law, we exclude and disclaim all warranties, terms, conditions and representations that might otherwise be implied by law in relation to this Website and the Materials.

Nothing in this Agreement shall exclude our liability for: (a) death or personal injury arising through negligence; (b) fraudulent misrepresentation; and/or (c) anything else that cannot be excluded or limited by us under Scottish law.

We shall not be liable under this Agreement for any indirect, special, incidental or consequential damages whether based on breach of contract, breach of warranty, tort (including negligence) or otherwise, even if advised of the possibility of such damages.

The Materials may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the Materials. Any reliance on any such opinion, advice, statement, or other information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Website and to make any changes to the features, functionality or content of the Website at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content on the Website.

We do not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected.

#### LEGAL COMPLIANCE AND APPLICABLE LAW

You shall comply with all applicable laws and regulations in connection with your use of the Website and the Materials that appear on it.

The laws of Scotland shall apply to this Agreement and this Agreement shall be interpreted under Scottish law. Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the Scottish courts.

Thank you for visiting our Website.