

Port St Mary Golf Club Website

LEGAL NOTICE - TERMS AND CONDITIONS OF USE

Legal

These Terms and Conditions of Use and our Privacy Policy (together the “**Terms and Conditions**”) apply to your use of the domain <http://www.portstmarygolfclub.im> (the “**Website**” or “**Site**”) and all sub-domains of the Website. Information about our use of Cookies can be found in our Privacy Policy. Please read the Terms and Conditions carefully.

By proceeding with access to the Website you are deemed to have accepted these Terms and Conditions. If you do not agree with the Terms and Conditions, then please refrain from accessing or using the Website.

For the avoidance of doubt none of the information on the Website constitutes an offer to contract in any country in which it is accessed, including (without limitation) the Isle of Man. Information and materials on the Site are not intended to provide advice and no reliance should be placed on them and we disclaim all liability arising from such reliance to the fullest extent permitted by law.

The information contained within the Site does not constitute any form of professional or investment advice. Professional and relevant advice should be sought by you prior to any decisions being made by you.

We may revise the Terms and Conditions of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

General

The Website is provided by Port St Mary Golf Club Limited (the **Club**) a private company limited by guarantee, incorporated in the Isle of Man under company number 123579C and whose registered office is at Port St Mary Golf Pavilion, Kallow Point Road, Port St Mary, IM9 5EJ, Isle of Man.

Availability

The Club will endeavour to ensure that the Website is accessible for 24 hours a day but will not be liable if, for any reason, the Website is unavailable for any time or for any period. The Club will have the right to suspend access to or withdraw this website temporarily or permanently and without notice.

The Club will not be liable for any loss or damage arising in contract, tort or otherwise if the Website is unavailable or suspended for any reason.

Information

The information contained on the Website is provided for information purposes only and the Club will use reasonable care and skill to ensure that it is accurate at the date of publication. However, because of the nature of the Internet, there may be circumstances in which errors occur within the information. Consequently, the Club makes no warranty or guarantee as to the accuracy of any information on the Website and cannot accept liability for any errors or omissions within it.

Reliance on Information Posted

Commentary and other materials posted on the Website is not intended to amount to advice on which reliance should be placed. The Club accepts no responsibility or liability arising from any reliance placed on such materials by you or by any third party who may be informed by any of its contents.

Security

The Club will take all reasonable steps to ensure that any information you provide via e-mail and / or via the Website is kept secure, but please remember that, because of the nature of the Internet, the security of emails cannot be guaranteed. Consequently, your privacy of your data in such email correspondence cannot be guaranteed. There is no guarantee that any emails that you send to us will be received by us.

We process information about you in accordance with our Privacy Policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

Additional information regarding the security of personal data, and the use of cookies is available in our Privacy Policy.

Liability

The Club shall not be liable for any loss of use, profits, savings or data or any indirect, special or consequential damages or losses, whether such losses arise in contract, negligence or tort, including without limitation, any losses in relation to your use of, reliance upon or inability to use the Website.

The Club cannot warrant that the Website is free of viruses or technical defects of any description, and accepts no responsibility for any technical problems arising from your use of the Website.

We will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it or on any website linked to it.

Copyright and Other Intellectual Property Rights

The Club owns the copyright and all other intellectual property rights existing on or within the Website. All such rights are reserved.

Save as expressly provided on this Website, you are not permitted to download, print, redistribute or extract any information from the Website other than for your personal, non-commercial use and not for any purpose that damages our reputation or takes advantage of it.

You are not permitted to modify or in any way change any of the information available on the Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Linking to the Website

You may only link to this Website by obtaining prior written consent from the Club before doing so. Any link must be made in a way that is fair and legal does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

The Website must not be framed on any other website, nor may you create a link to any part of our website other than the Website. The Club reserves the right to withdraw linking permission without notice. Our status (and that of any identified contributors) must always be acknowledged as the authors of material on the Website.

Third Party Links

The Website may contain links to other websites which are outside our control and are not covered by the Terms and Conditions and the Privacy Policy. Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. You should read carefully and agree with the terms and conditions of third party websites before using them.

Posting Material

The Club accepts no responsibility or liability to any third party in relation to the content or accuracy of any information or materials posted by you onto the Website or any information posted on external websites. The Club retains the right to remove any information or materials posted by you on the Website if such information or material is or is likely to be offensive, illegal, harmful, or threatening and / or belongs to someone else. Unless otherwise stated any views expressed are of individuals contributors and not of the Club.

Offences / Attacking the Website

You must not misuse the Website by knowingly introducing viruses, trojans, worms or other material which is malicious or harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.

You must not use the Site for any illegal purpose or in any manner inconsistent with these Terms and Conditions or applicable law; interfere with the proper operation of the Site or take any action which is likely to cause the service provided by the Site to be interrupted or degraded or attempt to gain unauthorised access to our computer system.

We will not be liable for any loss or damage caused by malicious or harmful material that may infect your computer, your computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or as a result of you downloading any material posted on them or downloading any material from any website linked to them.

Applicable Law

The Club has established the Website in the Isle of Man. We have chosen the laws of the Isle of Man to apply to the Website and for any dispute to be heard by the Isle of Man Courts. However, The Club recognises that you are free to choose the laws and courts of another jurisdiction if you are resident there and wish to do so.

Errors and Omissions

If you believe that there may be an error in any of the information that you have submitted via the Website, please email: psmiomgolf@gmail.com. We will review your records as soon as possible.

Complaints

If you have a complaint in relation to the Website, please contact us at the following address:

The Management Committee
Port St Mary Golf Club Limited
Port St Mary Golf Pavilion
Kallow Point Road
Port St Mary, IM9 5EJ
Isle of Man.