# **Girvan Bowling Club**

# **Website Terms and Conditions**

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#### **Introduction to Girvan Bowling Club**

Welcome to Girvan Bowling Club's website (the "Website").

The Website is made available by Girvan Bowling Club, whose registered address is The Avenue, Girvan. KA26 9DS, herein referred to as "us" or "we".

By continuing to access and use this website, you accept and agree to adhere to the terms and conditions outlined below. Should you disagree with any part of these terms and conditions, please cease using the website immediately.

This website requires users to be at least 18 years old. In using this website and accepting these terms, you confirm and warrant that you meet the minimum age requirement of 18 years.

You can contact us via the Website.

#### **Privacy**

All information you provide to us will be governed by our Privacy Policy available here: tbc.

By using our Website and submitting information to us you agree to be bound by our Privacy Policy.

#### **Website Content**

We, along with any third parties involved, do not provide warranties or guarantees regarding the precision, timeliness, performance, completeness, or appropriateness of the information and materials found or offered on this website for any particular purpose. Please be aware that the content on this site may be updated or modified without prior notice. It is acknowledged that information and materials on this website might contain inaccuracies or errors, and we explicitly disclaim liability for any such inaccuracies or errors to the maximum extent allowed by law.

Any use of the information or materials on this website is done at your own discretion and risk, for which we will not be held liable. It is your responsibility to ensure that the products, services, or information available through this website fulfil your specific needs.

### **Account Creation**

When creating an account, you guarantee that all information you provide is accurate and complete at the time of registration and at any subsequent times.

You agree to promptly notify us of any changes to the information you have provided and to keep your account information current.

In instances where your account is secured by a password, you are committed to maintaining the confidentiality of your password, not sharing it with others, and not using it for any unauthorized purposes or on any other website. You accept full responsibility for all activities conducted under your account credentials.

We reserve the right to suspend or terminate your account immediately, at our sole discretion, for any reason or in the event of a breach of these terms and conditions.

You can cancel your account either by utilizing the account deletion features provided in your account settings (if available) or by contacting us through our website.

#### **Intellectual Property**

All copyright, encompassing text, graphics, audio clips, video clips, HTML source code, object code, and all other content contained in or accessible from this website, unless explicitly stated otherwise, is owned by Girvan Bowling Club, our affiliates, or other pertinent third parties.

You agree not to use, reproduce, modify, copy, or distribute any of the content without our prior written consent.

When you upload or contribute content to the website, you grant us a license to use that content in connection with operating the website and our business. Should any losses arise due to the content you upload or add to our website, you agree to indemnify us against all such losses.

#### What You Cannot Do

You are prohibited from using our website to engage in any activities that:

- Violate these terms and conditions;
- Are unlawful in any way; or
- Cause harm to the website or impede other users' ability to enjoy the website and its features.

#### **External Content**

This website may feature links to websites owned or managed by third parties. We do not take responsibility for the content on these external sites, nor do we endorse or approve their content. Consequently, we explicitly disclaim any liability for losses or damages you might incur as a result of visiting any third-party website, regardless of whether we have provided a link to it.

Occasionally, we incorporate third-party applications and services to augment the functionality of our website. In such instances, your use of these third-party applications and services will be governed by separate terms, which will be provided to you at the appropriate times.

## Disclaimer, Indemnity and Limitation of Liability

To the fullest extent allowed by applicable law, we expressly disclaim all liability for any direct, indirect, or consequential losses or damages that may result from your use of or inability to use the website. The website is offered on an "as is" and "as available" basis without any warranty that it will be uninterrupted, error-free, or devoid of defects and faults.

By using this website, you agree to indemnify us and hold us harmless against any claims, actions, or demands brought by any third party as a result of or in connection with your use of or access to the website.

#### **Governing Law**

These terms and conditions shall be governed by and interpreted in accordance with the laws of England and Wales. Any dispute or claim arising out of or in connection with the use of this website will be subject to the exclusive jurisdiction of the courts of England and Wales.

#### General

Unless specifically stated otherwise, these terms and conditions do not grant any rights to third parties.

Should any part of these terms and conditions be deemed invalid, this will not affect the validity of the remaining sections, which will continue to be fully enforceable. Any invalid provision will be interpreted, where possible, in a manner that maintains its intended effect while ensuring its validity.

Failure on our part to enforce any right or provision of these terms and conditions does not constitute a waiver of those rights.

We reserve the right to modify these terms and conditions at any time. Changes will take effect from the moment they are posted on the website. It is your responsibility to review these terms and conditions regularly to stay informed of the current version.

The creation of these terms and conditions was facilitated by the Legal Foundations platform, available at <a href="https://www.legalfoundations.org.uk">www.legalfoundations.org.uk</a>.