

KEMPSEY LAWN TENNIS CLUB WEBSITE TERMS & CONDITIONS 01/05/2023

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1.2 KLTC have taken care in the preparation of the Site. However, as certain technical matters may be beyond our control, KLTC cannot guarantee that you will have uninterrupted access to the Site at all times.

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3.3 to make available personal data about any person other than yourself;

3.4 to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site;

3.5 to impersonate any other person or entity or to provide inaccurate information;

3.6 in any way which is abusive, vulgar, racist, sexist, defamatory, sexually orientated or obscene or which will harass, distress, embarrass or inconvenience any person or which might restrict or inhibit the use and enjoyment of the Site by any person;

3.7 for the posting, uploading, emailing or other transmission of any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial exploitation;

3.8 for the posting, uploading, emailing or other transmission of any material that contains software viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment;

3.9 to create a database (electronic or otherwise) that includes Content or to transmit or re-circulate any Content to any third party;

3.10 in such a way so as to remove the copyright or trade mark notice(s) from any copies of any Content made in accordance with these terms; or

3.11 in any way that might bring KLTC or its affiliated organisations into disrepute.

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4.4 On some of the pages of the Site you may be informed of the opportunity of entering into agreements with third parties. KLTC or any of its subsidiary companies are not liable in relation to, and takes no responsibility for, any contract entered into by you with any third party.

4.5 Save as expressly provided for in these terms KLTC or any of its subsidiary companies shall not be liable for any direct, indirect or consequential loss or damage (including, without limit, loss of property or profit, business revenue or opportunity or anticipated savings and loss of or damage to any data) or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of the use of or access to the Content or any part thereof or in respect of any defect therein or any failure to provide or the late delivery of the same howsoever arising. KLTC does not exclude its liability for death and personal injury caused by its negligence.

5. Privacy Policy

5.1 The information that you provide about yourself to KLTC will only be used by KLTC in accordance with its Privacy Policy, full details of which can be found at <http://www.kempseytennis.co.uk/privacy>, and by using this Site you consent to our use of data collected on this Site in the manner set out in the Privacy Policy.

5.2 KLTC uses cookies on the Site to distinguish you from other users of our Site. This helps us to provide you with a good experience when you browse the Site and also allows us to improve the Site. Information may be sent to your computer or mobile device in the form of an Internet cookie to allow KLTC servers to monitor your requirements.

The cookie is stored on your device. The KLTC server may request that your computer return a cookie to it. These return cookies do not contain any information supplied by you or any personally identifiable information about you.

Your browser software should however enable you to block cookies if you wish to.

5.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

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Due to its policy of updating and improving the Site, KLTC may wish to change these Terms & Conditions from time to time and you agree to be bound by the Terms & Conditions which apply at the time of your use of the Site.

7. Advertising And Sponsorship

The Site may contain third party advertising and sponsorship, and advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the site complies with international and national law. KLTC will not be responsible for any error or inaccuracy in advertising material.

8. Competitions And Prizes

KLTC may run competitions, free prize draws and promotions on the Site. In each case these will be subject to additional competition terms which will be made available on the Site.

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If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and KLTC both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. You and

KLTC both agree to the exclusive jurisdiction of the courts of England and Wales.

10. Contacting KLTC

If you need to contact KLTC about these Terms & Conditions you may do so by post using the address given above or by email using this address email@kempseytennis.co.uk

11. General

If any provision of these terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms, which shall remain in full force and effect.

Failure by either party to exercise any right or remedy under these terms does not constitute a waiver of that right or remedy. Headings in these terms are for convenience only and will have no legal meaning or effect.