

## Golftell Terms of Use

Welcome to [www.golftell.net](http://www.golftell.net) (**Golftell**) brought to You by The 59 Club Limited (**Us, We** or **Our**). In these terms of use (**Terms of Use**), **You** and **Your** means you the person using or visiting Golftell.

By accessing or using Golftell, You agree to be bound by these Terms of Use.

These Terms of Use together with Our [Privacy Policy](#) set out how You may use Golftell. The [Privacy Policy](#) is an essential part of these Terms of Use and, by agreeing to be bound by these Terms of Use, You also accept and consent to Our [Privacy Policy](#).

We may from time to time vary these Terms of Use. Please check the Terms of Use regularly to ensure You are aware of any variations or amendments made by Us. Your use of Golftell will be subject to the version of these Terms of Use posted on Golftell at the time of such use.

### 1. ABOUT US

- 1.1 Golftell is a website that allows its users to rate, review, and gather information about, golf clubs and courses (**Clubs**) across the UK. Golftell is owned and operated by The 59 Club Limited, a company incorporated under English law (company number: 06502069) and whose registered office is at The Cottage, 41 Main Street, Swepstone, Leicestershire, LE67 2SG, United Kingdom.
- 1.2 If You would like to make a complaint about anything contained on Golftell, please contact Us by writing to us at the following postal or email address with the subject heading "Complaint":

**Postal Address:**

The 59 Club Limited  
The Cottage  
41 Main Street  
Swepstone  
Leicestershire  
LE67 2SG  
United Kingdom

**Email Address:**

[enquiries@golftell.net](mailto:enquiries@golftell.net)

### 2. REGISTERING AN ACCOUNT

**Registering a teller account**

- 2.1 In order to register as a teller on Golftell, You must satisfy the following criteria (**Teller Criteria**):
  - (a) be at least 13 years old; and
  - (b) not be in the following categories of people:
    - (i) those who work at a Club;

- (ii) those who are an employee, director, agent or representative of a legal entity that owns or operates a Club in the United Kingdom; or
- (iii) those who are in the immediate family of any individual who falls into any of the foregoing categories of people.

2.2 By becoming a teller, You are confirming to Us that You satisfy the Teller Criteria set out above in paragraph 2.1. If You do not satisfy the Teller Criteria, then please do not attempt to register as a teller. Your teller account will be terminated without warning if We have any reason to believe that You have not satisfied the Teller Criteria.

2.3 As part of the teller account registration process You will be required to submit a username, password and a valid email address and this information will need to be verified and accepted by Us. We reserve the right to refuse to accept any username which We deem to be inappropriate (in our sole discretion) or which has already been registered for a different account.

2.4 If You are aged between 13 years old and 18 years old please review these Terms of Use and Our [Privacy Policy](#) with Your parent or legal guardian to ensure that You and Your parent or legal guardian understand the terms and conditions contained in these Terms of Use and Our [Privacy Policy](#).

#### **Registering a Club account**

2.5 In order to register as a Club on Golftell, You must satisfy the following minimum criteria (**Club Criteria**):

- (a) be an employee, director, agent or representative of the legal entity that owns or operates a Club in the United Kingdom;
- (b) have the authority to register a Club account on Golftell on behalf of the legal entity that owns or operates the relevant Club; and
- (c) have the authority to bind the relevant legal entity that owns or operates the relevant Club to the terms and conditions set out in these Terms of Use.

2.6 As part of the Club account registration process We will generate and provide to You a username and password.

2.7 By registering a Club account on Golftell, You are confirming to Us that You satisfy the Club Criteria set out above in paragraph 2.5. If You do not satisfy the Club Criteria, then please do not attempt to register a Club account. We may take steps to verify that You have satisfied the Club Criteria before accepting Your Club account registration. Your Club account may not be accepted by Us or, if it has already been accepted by Us, will be terminated by Us without warning if We have any reason to believe that You have not satisfied the Club Criteria.

2.8 If You have reason to believe that someone who does not satisfy the Club Criteria has registered a Club account on Golftell, please tell us immediately, by writing to Us at the following email

address with the subject heading “Unauthorised Club Account” and including any supporting evidence which You may have to support Your suspicion:

[enquiries@golftell.net](mailto:enquiries@golftell.net)

- 2.9 We will investigate Your concerns as soon as reasonably practicable following Our receipt of Your email notice and inform You of Our decision and the steps We have elected to take by writing to the email address from which Your email notice was sent.

#### **Charges**

- 2.10 There is currently no charge to create an account with Golftell or to access Golftell. However, We may stop offering Golftell free of charge and We may offer paid subscriptions at any time in the future. However, if We do stop offering Golftell free of charge, We will post a notice on Golftell to inform You of the change.
- 2.11 Club Accounts include the option to access analytical software which will give You Feedback and Ratings analysis, including trends and patterns against other Clubs and a private messaging option between Clubs and tellers. In order to access such features, You will need to pay the then-current annual fee (**Analytics Fee**). We reserve the right to change the Analytics Fee at any time. If We change the Analytics Fee, We will provide You with no less than 14 days’ prior written notice by emailing You at the email address registered to Your Club account. In the event that Your Club account is cancelled by Us due to Your breach of these Terms of Use, no refund of the Analytics Fee shall be due.

#### **Access to registered accounts**

- 2.12 Once You have a registered account, it is Your responsibility to keep Your account username and password secret. We will be entitled to assume that any person logging into Your account is either You or someone doing so with Your permission. You are responsible and liable for any actions of any person that logs into Your account. You should notify Us immediately if You suspect that anyone else knows Your username and password or that anyone has logged into Your account as You by writing to us at the following postal or email address with the subject heading “Unauthorised Access”:

#### **Postal Address:**

The Cottage  
41 Main Street  
Swepstone  
Leicestershire  
LE67 2SG

#### **Email Address:**

[enquiries@golftell.net](mailto:enquiries@golftell.net)

2.13 We will be entitled to suspend Your registered account if We reasonably believe that You have failed to keep Your username and password secret or if You, or anyone else, unsuccessfully attempts to log into Your Golftell account on 3 successive occasions.

### 3. **USE OF GOLFTELL**

3.1 Subject to Your continued compliance with these Terms of Use, We hereby grant to You a non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use Golftell for Your own personal, non-commercial entertainment. If You breach any provision of these Terms of Use, this licence and Your authorisation to use Golftell will automatically and immediately terminate and You must immediately cease to use Golftell.

3.2 You may not use Golftell in any improper or unlawful manner or in breach of any legislation or licence that applies to You.

3.3 Without limiting the foregoing, You agree that when using Golftell You will not:

- (a) reverse engineer, decompile, disassemble or otherwise attempt to obtain Golftell's source code;
- (b) harass others or disclose personal information about any third party that could amount to harassment;
- (c) publish, post, upload, store, distribute or disseminate any unlawful, fraudulent, defamatory, untruthful, infringing, obscene, pornographic, harmful, confidential, libellous, hateful, racist, threatening or otherwise illegal or offensive material or information or anything which might constitute a criminal or civil offence;
- (d) submit any content or any upload files which contain software or other material which are the Intellectual Property Rights (as defined in paragraph 6.1 below) of any third party or which are protected by any third party's rights of privacy or publicity without having received all necessary consents from such third party;
- (e) upload files which contain viruses, corrupted files, or any other software or programs which may interfere with or damage the operation of Golftell or any other computer;
- (f) use software (including any spider, scraper or bot) to monitor, harvest or copy any information from Golftell or any Golftell user;
- (g) create multiple teller accounts;
- (h) impersonate any other person or Club;
- (i) promote any activity that is illegal;
- (j) attempt to solicit funds, advertisers or sponsors; and/or
- (k) if You are a Club, reject genuine tells for any reason.

3.4 You agree to comply with all reasonable instructions that We may give You regarding Your use of Golftell.

3.5 You are also responsible for obtaining (at Your own cost) all necessary devices and telecommunications services required to access Golftell. We will be entitled to assume that any person using Your device to access Golftell is either You or someone doing so with Your permission. You are responsible and liable for any actions of any person that accesses Golftell using Your device.

#### 4. **FEEDBACK AND RATINGS**

4.1 If You have a registered teller account, You may provide feedback about the Clubs at which You have played (**Feedback**), rate Your experience of playing at that Club by using the Golftell rating system (**Ratings**) and upload photographs of Your experience of playing at that Club (**Photos**). Only tellers may provide Feedback, Ratings and Photos.

4.2 In order to provide Feedback, Ratings or Photos, You must first provide Us with the following information about the booking You made at the relevant Club (**Pre-Tell Information**):

- (a) the name of the Club at which You played;
- (b) the name under which the booking was made, or your last name in the event that a tee-time booking was not required;
- (c) the date on which You played at the Club; and
- (d) the time at which You were booked in to play at the Club.

4.3 We may use the Pre-Tell Information You provide Us with to verify that You actually played at the Club when You said You did, so please provide accurate and truthful information. We shall use reasonable endeavours to ensure that Your Feedback, Rating or Photos are verified within 48 hours of being provided and go live within 24 hours of being verified. If We are unable to verify Your Pre-Tell Information, We may either allow Your information to go live on Golftell with a notice that it has not been verified or not allow Your Information to go live on Golftell. We may remove Your Feedback, Rating or Photos relating to that Club if it has gone live already.

4.4 Once you have provided Us with the relevant Pre-Tell Information, You will then have the option of Rating and providing Feedback and Photos relating to:

- (a) the Club;
- (b) the food available at the Club;
- (c) the staff's attitude; and
- (d) the facilities available at the Club.

- 4.5 Once You have provided Your Feedback, Rating and/or Photos, We may contact the relevant Club and verify the Pre-Tell Information You provided to Us pursuant to paragraph 4.2 and You hereby grant to Us the necessary rights, permissions and authority We need to be able to do so. We won't disclose Your Feedback, Rating or Photos to the Club during this verification process.
- 4.6 Any Feedback, Ratings and Photos that You provide will be publicly available when they go live on Golftell. Please therefore be selective about what information You provide in Your Feedback. You must not include the following information in Your Feedback:
- (a) telephone number(s);
  - (b) postal or email address(es);
  - (c) surname(s);
  - (d) banking details;
  - (e) national insurance number(s); and/or
  - (f) any other personally identifying information.
- 4.7 If other tellers have posted material which is inaccurate, inappropriate, offensive or does not comply with any of the provisions of these Terms of Use We will have no responsibility or liability for such material. Please use the reporting tool on Golftell if You believe any Feedback or Photos posted on Golftell are defamatory, offensive, unlawful or inappropriate.
- 4.8 We may delete or remove any Feedback or Ratings from Golftell immediately without notice for any or no reason, including without limitation, if We believe in Our absolute discretion that such Feedback:
- (a) infringes the Intellectual Property Rights or other proprietary rights of any third party or is otherwise unlawful;
  - (b) is offensive, untruthful, insulting, defamatory, obscene, indecent, objectionable or otherwise inappropriate; and/or
  - (c) is in breach of these Terms of Use.
- 4.9 Such removal will be without any admission as to liability and without prejudice to Our other rights and remedies.
5. **THIRD PARTY WEBSITES**
- 5.1 Golftell contains links to other websites that are either owned by Us or by third parties. By way of example, Golftell may contain advertisements or links that, if selected by You, will take You out of Golftell and to a third party's website. We have no control over any third party website which You access via Golftell and therefore make no warranties or representations whatsoever

about any third party website which You may access through Golftell or any of the services that are available via any such third party website.

- 5.2 Third party websites are in no way approved, vetted, checked or endorsed by Us and You agree that We will not be responsible or in any way liable for the content, accuracy, compliance with relevant laws or accessibility of any information, data, advice or statements or for the quality of any products or services available on such third party websites. Links do not necessarily imply that We are, or that Golftell is, affiliated to, or associated with, such third party websites. If You decide to visit any third party website, You do so at Your own risk. In addition, use of any third party website may be subject to Your acceptance of additional terms and conditions, which We suggest You read carefully before proceeding.

## 6. **INTELLECTUAL PROPERTY**

- 6.1 For the purposes of these Terms of Use, **Intellectual Property Rights** means patents, registered and unregistered trademarks and service marks, domain names, registered designs and design rights, copyright (including such rights in computer software and databases), database rights and moral rights (in each case for the full period thereof and extensions, revivals, reversions and renewals thereof), applications for the foregoing and the right to apply for or enforce any of the foregoing anywhere in the world, and all similar rights anywhere in the world including those subsisting in inventions, designs, drawings and computer programs.
- 6.2 All Intellectual Property Rights in and to Golftell and any content, materials or information made available by Us on Golftell are owned, and will remain owned, by Us or Our licensors at all times.
- 6.3 These Terms of Use are not intended to prevent You recording in manual form any individual item of information from Golftell or disclosing any individual item of information from Golftell, free of charge, to friends or relations for non-commercial purposes provided that You take all reasonable steps to ensure that any person to whom You may disclose such information complies with these Terms of Use.
- 6.4 We do not claim any ownership of any Intellectual Property Rights in the Feedback or Ratings that you post on Golftell. After posting any Feedback or Ratings on Golftell, You will retain all rights of ownership in and to such Feedback or Ratings and You may use Your Feedback in any way You choose (provided it does not breach any of these Terms of Use).
- 6.5 You warrant and undertake that You own the Intellectual Property Rights in and to all Feedback that You post on Golftell.
- 6.6 You grant, and You represent and warrant that You have the right to grant, to Us a non-exclusive, irrevocable, perpetual, transferable, sub-licensable, worldwide, royalty-free licence to publicly perform, copy, reproduce, display, communicate to the public, modify, edit, manage, distribute and store any and all of Your Feedback and Ratings as part of Golftell or as part of any materials used to promote, market or advertise Golftell as well as for any other required use anywhere in the world in any and all media now known or developed in the future.

- 6.7 You hereby unconditionally and irrevocably waive, in respect of Your Feedback and Ratings, all rights to be identified as the author or director of such Feedback and/or Ratings and all rights to object to the derogatory treatment of your Feedback and/or Ratings to which You may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 (as amended from time to time) and under all similar legislation from time to time in force anywhere in the world.
- 6.8 You acknowledge that, other than as set out in these Terms of Use, We do not monitor the Feedback and/or Photos and/or any of the other content that is made available by tellers on Golftell. If You believe that any Feedback, Photos or other content available on Golftell:
- (a) infringes Your Intellectual Property Rights or other proprietary rights; and/or
  - (b) is defamatory to You; and/or
  - (c) is otherwise in breach of these Terms of Use,
- please use the reporting tool on Golftell.
- 6.9 Any removal of such Feedback, Photos or other content will be without any admission as to liability and without prejudice to Our other rights and remedies.

## 7. **DISCLAIMERS**

- 7.1 We will exercise all reasonable skill and care in providing Golftell. However, We are not able to guarantee the availability of Golftell nor the accuracy, completeness, currency or reliability of any content, materials or information on Golftell that derives from third parties (including any of Our licensors or third party partners).
- 7.2 Except as expressly provided in these Terms of Use, Golftell and all materials and information provided through it are provided on an "as is" basis without guarantee of any kind and any conditions, statements and warranties (including any warranty of reliability, completeness, accuracy, fitness for a particular purpose or non-infringement) are excluded to the fullest amount permissible by law.
- 7.3 Without limiting the foregoing, We cannot guarantee and do not promise that Golftell and all content, materials and information provided through it will meet Your requirements. Therefore We advise You to check any content, materials and/or information provided to You through Golftell as any reliance that You place on the accuracy, completeness, currency or reliability of such content, materials and/or information is at Your own risk.

## 8. **LIMITATION OF LIABILITY**

- 8.1 Nothing in these Terms of Use limits or excludes Our liability for anything that cannot be excluded by applicable law.
- 8.2 Subject to paragraph 8.1, You agree that We will not be liable for:
- (a) any direct loss, claim or damage;

- (b) any indirect loss, claim or damage, or any punitive, special, incidental or consequential damages of any kind (including lost savings or loss or corruption of data); or
- (c) any loss of profit (whether direct or indirect), in each case whether based in contract, tort (including negligence), strict liability, or otherwise, which arises out of or is in any way connected with any:
  - (i) use of Golftell;
  - (ii) failure or delay in the use of any component of Golftell or any service including any unavailability of Golftell or any service irrespective of duration of any period of unavailability;
  - (iii) Feedback or Photos which may be defamatory of You; and/or
  - (iv) use of or reliance upon any content, materials, information, software, services and related graphics obtained via Golftell,

in all cases even if We have been forewarned of the possibility of such loss or damage.

8.3 Without limiting the effect of paragraph 8.2, due to the inherent risks of using the Internet, We cannot be liable for any damage to, or viruses that may infect, Your device or any other property when You are using Golftell. The downloading or accessing of any content, material and/or information made available via Golftell is done at Your own discretion and risk and with Your agreement that You will be solely responsible for any damage to Your device or loss of data that results from the downloading or acquisition of any such content, material and/or information.

8.4 You agree to indemnify Us against any claims or legal proceedings that may arise through Your use of Golftell or from any breach of these Terms of Use by You. We will notify You of any such claims or proceedings and keep You informed as to the progress of such claims or proceedings.

8.5 Nothing in these Terms of Use affects Your statutory rights under the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982.

## 9. **TERMINATION**

9.1 We may remove Golftell or cease providing any of the features or services provided via Golftell at any time in Our absolute discretion for any reason whatsoever.

9.2 You may cancel Your teller account at any time by writing to Us at the following email address with the subject heading "Account Termination":

[enquiries@golftell.net](mailto:enquiries@golftell.net)

9.3 You may cancel Your Club account at any time on no less than 30 days' prior written notice. You may notify Us by writing to Us at the following email address with the subject heading "Account Termination":

[enquiries@golftell.net](mailto:enquiries@golftell.net)

9.4 Nothing in this paragraph 9 will affect the accrued rights and liabilities of either You or Us as at the time of the removal or cancellation of Your account.

## 10. DATA PROTECTION AND PRIVACY

10.1 We will only use any personal information that We collect about You in accordance with Our Privacy Policy. This policy forms an essential part of these Terms of Use and it is important that You read it. By accepting these Terms of Use You also accept and consent to Our Privacy Policy.

## 11. GENERAL

11.1 Any failure or delay by Us to enforce any of Our rights under these Terms of Use will not be taken as or deemed to be a waiver of that or any other right unless We acknowledge and agree to such a waiver in writing.

11.2 These Terms of Use are not intended to be for the benefit of, and will not be exercisable by, any person who is not a party to these Terms of Use under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.3 If any part of these Terms of Use is or becomes invalid, illegal or unenforceable, the remainder of these Terms of Use will remain valid and enforceable.

11.4 These Terms of Use and Our Privacy Policy set out the full extent of Our obligations and liabilities concerning Golftell and the services We provide via Golftell and replace any previous agreements and understandings between Us and You.

11.5 Subject to paragraph 8.2, You will have no remedy in respect of any untrue statement made to You upon which You relied in entering into these Terms of Use other than any remedy You may have for breach of the express terms of these Terms of Use.

11.6 These Terms of Use and any dispute or claim arising out of or in connection with them will be governed by and construed in accordance with English law and You and We each irrevocably agree to submit to the exclusive jurisdiction of the English courts.