



TERMS AND CONDITIONS FOR BUSINESS USERS (the “Business Terms”)

1. Basis and Acceptance

- 1.1 This Agreement is between the Royal Court of Guernsey (“GLR”, “we”, “us”) and a Business to whom we have agreed to supply the Service and Materials (“you”, “your”) in consideration of payment of the Registration Fee. Where the context so requires, you includes your Authorised Users. You are responsible and liable for the acts and omissions of your Authorised Users at all times.
- 1.2 These Business Terms for the GLR website (the “Website”) set out the basis upon which we permit you and your Authorised Users access to, and use of, the Authorised Area of the Website (the “Service”) and the information, materials and content available thereon (the “Materials”).
- 1.3 These Business Terms have legal effect between you and us, no matter how your Authorised Users access the Service.
- 1.4 By accepting these Business Terms, you accept that you will comply with, and be bound by, these Business Terms and the Additional Terms. If you do not agree with the terms of this Agreement, your Authorised Users must not use the Authorised Area (and/or Website as appropriate).
- 1.5 Other provisions that govern the use of the Service and Materials are set out in the User Terms, the Website Terms, the Registration and Registration Fee if applicable, the [Fair Processing Notice](#), the [Copyright Notice](#), the [Disclaimer](#) and the [Cookies](#) notices on the Website, as updated from time to time in accordance with these Business Terms (together, the “Additional Terms”), all of which are incorporated by reference into these Business Terms.

2. Licence and restrictions

- 2.1 In consideration of the payment of the appropriate Registration Fee, you are granted a non-transferable, limited licence and you and your Authorised Users may access and use the Service and Materials from time to time made available to you, subject to the restrictions listed below.
- 2.2 Unless otherwise expressly permitted, you or your Authorised Users may not:
 - (a) sell, sublicense, distribute, display, copy, store, modify or transfer the Service or Materials in whole or in part, or as a component of any other service or product;
 - (b) use the Service or Materials to create any derivative works or competitive products;
 - (c) allow any third parties to access, use or benefit from the Service or Materials in any way (save in accordance with clause 3.3(b)); or
 - (d) share your password or login details with anyone who is not an Authorised User.
- 2.3 All right, title and interest (including all copyrights and intellectual property rights) in the Service and Materials (in both print and machine-readable forms) belong to the States of Guernsey, States of Alderney, Chief Pleas of Sark, Royal Court of Guernsey, Law Officers of the Crown or our third-party suppliers. You acquire no ownership of copyright or other intellectual property rights or proprietary interest in the Service or Materials, or copies of them.
- 2.4 You may not use the Service or Materials in any manner that infringes the copyright or proprietary interests therein or the [Copyright Notice](#) available on the Website.



3. Access to Service and Materials

- 3.1 Only Authorised Users shall be entitled to use and access the Service and Materials and you remain responsible for the acts and omissions of each and every one of your Authorised Users.
- 3.2 You must take reasonable steps to ensure that each person having access to the Service and Materials:
- (a) is an Authorised User; and
 - (b) is using the Service and Materials in accordance with the User Terms and the Additional Terms.
- 3.3 Your Authorised Users may, in the ordinary course of your business and for internal purposes only, and subject to the restrictions in clause 2:
- (a) view and use the Materials on the Service; and
 - (b) download, print, store and/ or distribute the Materials (including to your current clients) that have no independent commercial value and could not be used as a substitute for any service provided by us.
- 3.4 You must supply us with an accurate number of Authorised Users for the period of the Agreement, being taken to be the number at 31st October in the year preceding the subscription year. We reserve the right to suspend your and your Authorised Users' access to the Service and Materials should we reasonably suspect that the number of Authorised Users is not accurate.
- 3.5 Materials and features may be added, withdrawn or amended from the Service and the Service may be otherwise amended without notice.

4. Limited warranty and disclaimer

- 4.1 We represent and warrant that we have the right and authority to make the Service and Materials available pursuant to these Business Terms.
- 4.2 Except as is provided in clause 4.1, the Service and Materials are provided on an "as is", "as available" basis and we make no express warranty under this Agreement, including without limitation that the Service and Materials are or will be complete or free from errors and you understand and agree to our [Disclaimer](#).
- 4.3 Consolidated versions of enactments incorporate all amendments listed in them. They have been prepared for us and are believed to be accurate and up-to-date. However, they are not authoritative and have no legal effect. No warranty is given that the text is free from errors or omissions. No liability is accepted for any loss arising from its use. Authoritative texts of enactments and of the amending instruments may be obtained from Her Majesty's Greffier, Royal Court House, Guernsey, GY1 2PB.

5. Limitation of liability

- 5.1 To the maximum extent permitted by law, a Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from: (a) any errors in or omissions from the Service or any Materials available or not included therein; (b) the unavailability or interruption to the supply of the Service or Materials; (c) the content of Materials; or (d) any negligence of a Covered Party or its employees, contractors or agents in connection with the performance of our obligations under this Agreement.



- 5.2 **“Covered Party”** means: (a) us and any officer, employee, subcontractor, agent, successor or assign of us; and (b) each third-party supplier of Materials, and any officer, director, employee, subcontractor, agent, successor or assign of any third-party supplier of Materials.
- 5.3 Our liability to you for breach of any condition or warranty which cannot be lawfully modified or excluded by this Agreement shall, to the extent permitted by law, be limited at our discretion to supplying the Service or Materials again.
- 5.4 Subject to clause 5.3, the aggregate liability of the Covered Parties in connection with any other claim arising out of or relating to the Service or Materials shall not exceed one half of your Registration Fee, and your right to monetary damages in that amount shall be in lieu of all other remedies which you may have against any Covered Party. Subject to clause 5.3, the Covered Parties shall not be liable for any special, indirect, incidental or consequential damages of any kind whatsoever (including, without limitation, legal fees) in any way due to, resulting from or arising in connection with the Service, Materials or the failure of any Covered Party to perform its obligations, regardless of any negligence of any Covered Party.
- 5.5 If a claim is made by one or more of your Authorised Users under the User Terms in respect of a claim arising from materially the same circumstances, there shall be no double recovery by you.

6. No reliance

- 6.1 We are not responsible for any loss, damage or cost resulting from any decisions that are made in reliance on the Service or Materials, including legal, compliance and/or risk management decisions. You agree that you use the Service and Materials at your own risk in these respects.
- 6.2 The Service and Materials are provided for reference purposes only and may not be suitable to your circumstances and should not be considered as a substitute for the advice of an Advocate or other appropriately qualified professional.

7. Termination

- 7.1 This Agreement is for the period selected in your Registration. Either party may terminate the access to the Service by written notice to the other party, but no charges paid in advance will be refundable by us, save in our absolute discretion.
- 7.2 At our sole discretion, we may remove content, suspend and/or discontinue the Authorised User status and access to the Service and Materials of your Authorised Users if we believe you, or any of your Authorised Users, are using or have used the Service in breach of the Business Terms or User Terms and/or you have not paid the correct Registration Fee and we may pursue any other legal remedy available to us if you fail to comply with any of your obligations.
- 7.3 Any password that grants access to the Authorised Area is personal and confidential to you and/or your Authorised Users, as applicable. If we suspect that your password, or the password of one of your Authorised Users, is being used by an unauthorised User, your password (or the password of one or more of your Authorised Users) may be cancelled at our discretion and without requiring us to repay your Registration Fee, or any part thereof.



8. Privacy

8.1 Privacy is important to us. You agree and understand that we may process your personal information in accordance with the GLR [Fair Processing Notice](#). You agree and understand that GLR uses cookies on the Website in accordance with the GLR [Cookies](#) notice. By using the Website, you consent to such processing and use, and you warrant that any data provided by you is accurate.

8.2 We may use personal information collected about Businesses and Authorised Users for the purposes of: (a) providing access to and use of the Service to Authorised Users; (b) providing customer support, billing and other similar activities related to the Services; and (c) keeping you or Authorised Users informed about the Service and Materials and to improve our services.

9. Governing Law

9.1 This Agreement, and its constitution, is governed by Guernsey law and any disputes or claims arising in connection to it shall be subject to the exclusive jurisdiction of the Guernsey courts.

10. General

10.1 This Agreement may be changed from time to time as described in this clause 10 or by written agreement. Charges and payment terms may be changed on review and changes will come into effect at the end of the period for which the Registration Fee has been paid. All other provisions may be changed by us immediately upon notice. You may terminate your access to the Service immediately upon notice to us if any change is unacceptable. Continued use of the Service and Material following any change constitutes acceptance of the change.

10.2 All notices and communications to you shall be displayed electronically on the Website or provided to you in writing (which includes by email). Notices to you shall be deemed to have been properly given on the date posted, if posted; on the date first made available, if displayed on the Service; or on the date received, if delivered in any other manner. Notices to us should be sent to administrator@guernseylegalresources.gg

10.3 The failure by us to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later date.

10.4 You may not assign your rights or delegate your duties under these Business Terms or any Additional Terms without our prior written consent.

11. Interpretation

The following definitions apply in these Business Terms:

- **Additional Terms** means the other provisions that govern the use of the Service and Materials, including the Website Terms, the User Terms, the Fair Processing Notice, the Copyright Notice, the Disclaimer and the Cookies notices on the Website, the Registration and Registration Fee, if applicable, all as updated from time to time;
- **Agreement** means this agreement between you and us, which includes the Business Terms and the Additional Terms, as updated from time to time;
- **Authorised Area** means the part of the Website to which access is restricted and only granted subject to agreement and compliance with the Agreement;



- **Authorised User** means a User of the Website who has been granted access to the Authorised Area in compliance with this Agreement;
- **Business** means any person who is not a natural person, including a law firm, business, company, partnership, limited partnership or other organisation;
- **Registration** means your request for access to the Authorised Area (which constitutes an offer);
- **Registration Fee** means the appropriate fee payable by you for the Service and Materials to be provided by us to you and your Authorised Users, as set out on the Website;
- **User** means any individual accessing the Website;
- **Website Terms** means any legal notice posted on the Website governing the general terms and conditions for the use of the Website.