



AUTHORISED USER TERMS AND CONDITIONS (the “User Terms”)

1. Basis and Acceptance

- 1.1 This Agreement is between the Royal Court of Guernsey (“GLR”, “we”, “us”) and an Authorised User (“you”) to whom we have agreed to supply the Service and Materials (“you”, “your”) in consideration of payment of the Registration Fee by you or Your Business.
- 1.2 These User Terms for Authorised Users of the GLR website (the “Website”) set out the basis upon which we permit you 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 User Terms have legal effect between you and us, no matter how you access the Service.
- 1.4 By accepting these User Terms, you accept that you will comply with, and be bound by, these User Terms and the Additional Terms. If you do not agree with the terms of this Agreement, you 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 Website Terms, the [Fair Processing Notice](#), the [Copyright Notice](#), the [Disclaimer](#) and the [Cookies](#) notices on the Website, Registration and Registration Fee if applicable as updated from time to time, in accordance with these User Terms (together, the “Additional Terms”), all of which are incorporated by reference into these User Terms.

2. Licence and restrictions

- 2.1 In consideration of the payment of the appropriate Registration Fee by you or Your Business, you are granted a non-transferable, limited licence to 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 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 3.1(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.



2.5 Where you are an Authorised User by reason of Your Business, you understand and agree that the following apply:

- 2.5.1 we provide the Service and Materials under a non-exclusive, non-transferable, limited licence to Your Business and, upon payment of the appropriate Registration Fee, Your Business may invite you to access the Service and Materials, in keeping with the terms and conditions and restrictions that Your Business has agreed with us;
- 2.5.2 your status as an Authorised User may be terminated by us or Your Business without notice to you and without any liability to us or remedy to you; and
- 2.5.3 we make no representation or warranties to you of any kind, express or implied, as to the operation of the Service or as to the Materials. Your use of the Service is governed by your relationship with Your Business and these User Terms.

3. Access to Service and Materials

- 3.1 You may, for your personal use or in the ordinary course of your, or Your Business', business and for internal purposes only, and subject to the restrictions below:
 - (a) view and use the Materials on the Service; and
 - (b) download, print, store and/ or distribute limited extracts of the Materials (including to current clients of Your Business) that have no independent commercial value and could not be used as a substitute for any service provided by us.
- 3.2 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 User 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 incorporates 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 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 the annual User Registration Fee in respect of a single User, 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 your Business under the Business 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 by You or Your Business, 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, or the Registration submitted by Your Business. Either party may terminate the access to the Service by written notice to the other party (save where you are an Authorised User by being granted that status by Your Business when the termination of your Authorised User status can only be effected between Your Business and us, in accordance with clause 2.5.3), 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 your Authorised User status and access to the Service and Materials if we believe you, or Your Business (or any other Authorised Users of Your Business), are using or have used the Service in breach of the User Terms (or the Business Terms) and/or have not paid the applicable 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 Business). If we suspect that your password (or Your Business' password) is being used by an unauthorised User, your password (or Your Business' password) may be



cancelled at our discretion and without requiring us to repay you (or Your Business if applicable) the 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 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 Service; and (c) keeping 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 10.1 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 User Terms or any Additional Terms without our prior written consent.

11. Interpretation

The following definitions apply in these User Terms:

- **Additional Terms** means the other provisions that govern the use of the Service and Materials, including the Website 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 these User 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 Terms** means the terms and conditions between Your Business and us (if appropriate);
- **Registration** means your request for access to the Authorised Area (which constitutes an offer), which might be made by Your Business and, if so, to which you demonstrate your acceptance by using the Authorised Area;
- **Registration Fee** means the appropriate fee payable by you (or Your Business, as appropriate), for the Service and Materials, 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.
- **Your Business** means any law firm, business, company, partnership, limited partnership, organisation or other entity by whom you are employed and which has agreed to give you Authorised User status and has paid your Registration Fee (together with that of its other Authorised Users).