



**TERMS AND CONDITIONS FOR PURCHASING MATERIALS ON A ONE-OFF BASIS WITHOUT A
SUBSCRIPTION
(the “Purchase Terms”)**

Please read these Purchase Terms carefully before you submit your order to us. These Purchase Terms tell you how we provide Materials to you, what to do if there is a problem and other important information. If you have any questions please contact us at help@guernseylegalresources.gg

1. Basis and Acceptance

- 1.1 This Agreement is between the Royal Court of Guernsey (“GLR”, “we”, “us”) and an individual or non-natural person to whom we have agreed to make a document available to download via your account page for a period of 24 hours following payment of the Download Fee (“you” or “your”).
- 1.2 These Purchase Terms for the GLR website (the “Website”) set out the basis upon which we permit you to access and download digital content and material (the “Materials”).
- 1.3 These Purchase Terms have legal effect between you and us, no matter how you access the Materials.
- 1.4 By accepting these Purchase Terms, you accept that you will comply with, and be bound by, these Purchase Terms and the Additional Terms (as defined below). If you do not agree with the terms of this Agreement, you must not use them.
- 1.5 Other provisions that govern the use of the Website and Materials are set out in the Website Terms, the [Fair Processing Notice](#), the [Copyright Notice](#), the [Disclaimer](#) and the [Cookies](#) notices, as updated from time to time in accordance with these Purchase Terms (together, the “Additional Terms”), all of which are incorporated by reference into these Purchase Terms.
- 1.6 If we have to contact you, we will do so by writing to you at the email address you provided to us in your order. When we use the words “writing” or “written” in these Purchase Terms, this includes emails.

2. Acceptance and Price

- 2.1 Our acceptance of your order will take place when we make the Materials available for download by you.
- 2.2 The Download Fee will be the price indicated on the order pages when you placed your order. We take reasonable care to ensure that the Download Fee for the Material is correct. If you think there is an error please contact us.
- 2.3 You must pay the Download Fee before you download the Materials.

3. Licence and Restrictions

- 3.1 In consideration of the payment of the appropriate Download Fee by you, you are granted a non-transferable, limited licence to access and use the Materials made available to you, subject to the restrictions listed in this clause.
- 3.2 You may, subject to the restrictions, below:
 - (a) view and use the Materials; and
 - (b) download, print and store the Materials.
- 3.3 Unless otherwise expressly permitted, you may not:



- (a) sell, sublicense, distribute, display, copy, store, modify or transfer the Materials in whole or in part, or as a component of any other service or product;
 - (b) use the Materials to create any derivative works or competitive products; or
 - (c) allow any third parties to access, use or benefit from the Materials in any way.
- 3.4 The Materials will be available to download via your account page for 24 hours, after which it, or they, will cease to be available.
- 3.5 All right, title and interest (including all copyrights and intellectual property rights) in the 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 Materials, or copies of them.
- 3.6 You may not use the Materials in any manner that infringes the copyright or proprietary interests therein or the [Copyright Notice](#) available on the Website.

4. Making changes and problems

- 4.1 If you make a mistake and wish to make a change to the Materials that you have ordered, please contact us immediately. We will let you know if a change is possible and the price of substituting any Materials.
- 4.2 If you have any questions or complaints about the Materials or the Website, please contact us by email at help@guernseylegalresources.gg

5. Limited warranty and disclaimer

- 5.1 We represent and warrant that we have the right and authority to make the Materials available pursuant to these Purchase Terms.
- 5.2 Except as is provided in clause 5.1, 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](#).
- 5.3 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.

6. Limitation of liability

- 6.1 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 Materials available or not included therein; (b) the unavailability or interruption to the supply of the 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.
- 6.2 “**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.



6.3 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 Materials again.

6.4 Subject to clause 6.3, 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 the purchase price paid by you for the Materials which are the subject of the claim, 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 6.3, 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.

7. No reliance

7.1 We are not responsible for any loss, damage or cost resulting from any decisions that are made in reliance on the Materials by you, including legal, compliance and/or risk management decisions. You agree that you use the Materials at your own risk in these respects.

7.2 The 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.

8. Delay, suspension and termination

8.1 We may have to suspend the supply of Materials for technical reasons. Please contact us if you experience any technical issues.

8.2 At our sole discretion, we may remove content, suspend and/or discontinue your access to the Materials if we believe you are using or have used the Materials in breach of the Purchase Terms and we may pursue any other legal remedy available to us if you fail to comply with any of your obligations.

9. Privacy

9.1 Privacy is important to us. You agree and understand that we may process your personal information in accordance with the GLR [Fair Processing Statement](#). 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.

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

10. Governing Law

10.1 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.



11. General

11.1 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.

12. 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 the Purchase Terms and the Additional Terms, as updated from time to time;
- **Download Fee** means the cost of us making individual Materials available to you to download for a period of 24 hours following our acceptance of your order;
- **Website Terms** means any legal notice posted on the Website governing the general terms and conditions for the use of the Website.