

Terms & Conditions of The Victor Hugo in Guernsey Society

1. Introduction

The website at www.victorhugoinguernsey.gg ("the Website") is operated by The Victor Hugo in Guernsey Society (which is a charity registered in Guernsey charity no. CH507). The address of The Victor Hugo in Guernsey Society Services Limited is Le Caprice, Cobo Coast Road, Castel, Guernsey, GY5 7HE.

Your use of the Website is subject to the following Terms of Use, which you are deemed to accept by using the Website.

Please note that additional terms will apply to any purchase that you make through the Website or any competitions and promotions operated or promoted through the Website.

2. Copyright and trade marks

As a visitor to the Website, you may download a single copy of the material on the Website to a single computer or other device for your own private viewing/listening purposes only and print a single copy of the same for the sole purpose of retaining a copy for your own personal records only.

Nothing in these Terms of Use shall be construed as conferring any wider licence to use or reproduce any material included on the Website and you understand and agree that the copyright and all other rights in the material on the Website (including, in particular, but not limited to the images displayed on the Website) are owned by The Victor Hugo in Guernsey Society or are included with the permission of the owner of the rights. Copying or distribution of material on the Website for any commercial or business purpose and photography, filming, broadcast, alteration or modification of the pages of the Website (for any purpose) is strictly prohibited.

No use of the name, logos and/or other trade marks of The Victor Hugo in Guernsey Society (whether registered or unregistered) may be made by you without the separate express written agreement of The Victor Hugo in Guernsey Society.

3. Prohibited use

You agree not to use the Website:

- to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Website;
- to disseminate advertisements or for any other commercial purposes (which would include using the Website to promote or encourage the sale of your goods/services);
- to transmit or re-circulate any material obtained from the Website to any third party except where expressly permitted on the Website;
- in such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these Terms of Use;
- to disseminate any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes", or any other form of solicitation;
- to disseminate any material which is abusive, defamatory or obscene, may harass, offend or inconvenience any person, applauds, encourages or entices abuse, discrimination or criminal activity or which might restrict or inhibit the use and enjoyment of the Website by any person;
- to disseminate any material that contains software

viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- in any way that might infringe third party privacy or other rights, is unlawful or that might bring The Victor Hugo in Guernsey Society or any of its associates into disrepute; or
- to post link(s) that take users to material that contravenes any of the above restrictions.

4. User-submitted material

Any discussion forums or pages where you are capable of posting material are provided for your private and non-commercial use and for the exchange of lawful, relevant, fair and appropriate information, opinions and comment. Use that is inconsistent with those stated purposes is strictly prohibited.

In relation to this material, you acknowledge and agree:-

- That The Victor Hugo in Guernsey Society accepts no responsibility for any statements, material or other submissions placed on our online forums by you or any third party, or for any loss or damage resulting from your breach of the restrictions set out in these Terms of Use.
- To indemnify The Victor Hugo in Guernsey Society, its associates, representatives and employees from any and all claims and liabilities (including legal fees) which arise from your statements, contributions or other submissions to our online forums, from any unauthorised use of material obtained from our online forums or otherwise from your breach of the restrictions set out in these Terms of Use.
- All rights in any material submitted by you shall become the sole property of The Victor Hugo in Guernsey Society and that we shall have the right to use that content in perpetuity, throughout the world, in all known and discovered mediums and for all purposes and we shall have the right to make it available to the public on the Website and otherwise. We may require you to confirm the rights granted in this paragraph and where requested to do so you shall provide all reasonable assistance to us.
- We may attribute the material to you in accordance with the provisions of our Privacy Policy.
- We will not view or edit or pre-screen any contribution that you or anyone else make to the forums or to the Website generally and therefore, unless we are specifically notified of the nature of any item of content, you cannot assume that we are responsible for having made it available on the Website. We, and others that we designate, shall have the right (but not the obligation) at our sole discretion to refuse or remove any material that is posted to, or available on, the forums or the Website or in any App without the need to give any reasons for doing so.

If you object to the publication of any material placed on our online forums (or anywhere else on the Website) please let us know by calling 07781 100 296 or by sending an appropriately worded email to sec@victorhugoinguernsey.gg and we will take whatever action we deem appropriate.

5. Information and availability

Whilst we take every care to ensure that the information on the Website is accurate and complete, some of it may be supplied to us by third parties and we are unable to check its accuracy or completeness. You are advised to verify the accuracy of any information before relying on it. Further, due to the inherent nature of the Internet, errors, interruptions and delays may occur in the service at any time. Accordingly, the Website is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind and we do not

accept any liability arising from any inaccuracy or omission in the information or interruption in availability.

6. No reliance

The information on the Website does not necessarily reflect the views and opinions of the The Victor Hugo in Guernsey Society. Neither should any suggestions or advice contained on the Website be relied upon in place of professional advice. You are responsible for checking the accuracy of relevant facts, instructions, suggestions and/or opinions given on the Website before entering into any commitment based upon them.

7. Linking to the website

We welcome 'hot links' to the Home Page of our Website, but not 'deep linking' by which we mean that you may not include a link to any page of our Website that is not the Home Page. Neither may you display the contents of our Website (or any page from it), or allow such content to be displayed surrounded or framed or otherwise surrounded by material not originating from us without our consent.

8. Links to other websites

On the Website you may be offered automatic links to other Websites. Whilst we hope you will be interested in those websites, you acknowledge that the content on those pages is not subject to our control, their owners may be independent from us and we do not endorse or accept any responsibility for their content.

9. Computer viruses

We will use reasonable endeavours to ensure that the Website does not contain or promulgate any viruses or other malicious code. However, it is recommended that you should virus check all materials downloaded from the Website and regularly check for the presence of viruses and other malicious code. We exclude to the fullest extent permitted by applicable laws all liability in connection with any damage or loss caused by computer viruses or other malicious code originating or contracted from the Website.

10. Registration on the website

On certain parts of the Website we may require you to register and provide certain information about yourself and where you do this you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the relevant registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data (by sending an appropriately worded email to sec@victorhugoinguernsey.gg) to keep it true, accurate, current and complete.

11. Submission of information/data

Where information (including sensitive financial or personal information) is provided to The Victor Hugo in Guernsey Society (whether directly through the Website or otherwise) you accept that these methods of communication cannot be 100% secure. Where financial information is provided to The Victor Hugo in Guernsey Society it uses encryption software to attempt to prevent unauthorised access to this information being obtained. However, The Victor Hugo in Guernsey Society cannot accept any responsibility or liability for any damages (other than liability for death or physical injury arising out of the negligence of The Victor Hugo in Guernsey Society or its officers or any liabilities that cannot, as a matter of law, be excluded) arising from

the misuse or loss of data or information submitted by you to The Victor Hugo in Guernsey Society directly through the Website or otherwise.

The provision of personal information by you and use of it by The Victor Hugo in Guernsey Society is subject to The Victor Hugo in Guernsey Society's Privacy Policy, which is incorporated in these Terms of Use.

12. Severability

In the event that any term of these Terms of Use is held to be invalid or unenforceable, the remainder of these Terms of Use shall remain valid and enforceable.

13. Variation of these terms and conditions

These Terms of Use were last updated on 2 March 2018. The Victor Hugo in Guernsey Society reserves the right to vary these Terms of Use from time to time. Such variations shall become effective immediately upon the posting of the varied Terms of Use on the Website. By continuing to use the Website you will be deemed to accept such variations.

14. Withdrawal or suspension of access to the website/apps

If, for any reason, The Victor Hugo in Guernsey Society believes that you have not complied with any of these Terms of Use, The Victor Hugo in Guernsey Society may, at its sole discretion, cancel your access to the registration areas of the Website immediately and without giving you any advance notice.

Further, The Victor Hugo in Guernsey Society reserves absolutely the right to withdraw or suspend the Website where it deems this to be necessary without notice and will not be liable to you for such unavailability.

16. General

Nothing in these Terms of Use shall restrict or exclude any liability that we have to any party which cannot be excluded by law and in particular, and notwithstanding any term of these Terms of Use, our liability for death or personal injury caused by our negligence shall not be limited or excluded in any way.

These Terms of Use shall be governed by Guernsey and English law and the courts of Guernsey shall have exclusive jurisdiction.