

TERMS AND CONDITIONS

Equipment Rental

These terms and conditions are important and should be read carefully. If You have any queries regarding the terms and conditions, please telephone 01534 882882 in Jersey or 01481 882882 in Guernsey or contact Us via www.itglobal.com. Any capitalised term not defined in these terms and conditions shall have the meaning given to it in Our [Definitions Terms & Conditions](#).

For the purposes of these terms and conditions “**Minimum Contract Period**” means any minimum period associated with any Equipment or such longer period as may be specified in relation thereto in any Application Form or otherwise a period of 12 months commencing from the Commencement Date. “**Service**” means the rental of Equipment and/or any other services or equipment as specified in the Application Form or ordered by You by telephone or On-line or otherwise provided in connection herewith or pursuant hereto.

1. COMMENCEMENT AND DURATION

- 1.1 Unless otherwise expressly agreed in writing or provided for by law or regulation, the Contract shall have effect in relation to particular Equipment on the Commencement Date relating to such Equipment.
- 1.2 Subject to the provisions of clauses 14.1 and 14.2 hereunder the Contract shall remain in force for the Minimum Contract Period and thereafter shall continue in force until terminated by either You or Us in accordance with clause 14.3 below.
- 1.3 Save where termination is notified by You to Us under clause 14.2 below, if: (a) You terminate the Contract during the Minimum Contract Period; or (b) pursuant to clause 5 below, We either cancel a Service during the Minimum Contract Period or suspend or limit a Service during the Minimum Contract Period and do not reinstate it, You shall, even if We have terminated the Contract pursuant to clause 14 below by reason of the matter giving rise to the cancellation, suspension or limitation of a Service, pay a sum equal to the Service Charges and any extra charges which would have been payable to Us for the balance of the Minimum Contract Period.
- 1.4 Nothing in this clause shall prevent either You or Us from terminating the Contract in accordance with clause 14 below.
- 1.5 Subject to the Conditions, rental of Equipment shall not cease until its receipted return to Us or, where disconnection by Us is required, notice of cancellation is received by Us, or upon purchase of such Equipment by You.
- 1.6 Receipt by Us of the Equipment does not waive any claims that We may have against You for patent, latent or hidden damage to the Equipment.
- 1.7 Upon expiry or cancellation of the Contract You shall deliver or make available for collection the Equipment to Us.

2. VARIATION

- 2.1 We may from time to time amend, vary or add to the Conditions and any Product Description applicable to a Service and will as soon as practicable and in any event not less than 1 calendar month before any such amendment, variation or addition is to take effect give notice of such variation On-line and/or at Our office(s) in Jersey and/or Guernsey as applicable.
- 2.2 Notwithstanding the above, We may amend or vary all or any of the Service Charges by publishing any such amendment or variation in a schedule of tariffs to be displayed and/or available at Our office(s) in Jersey and/or Guernsey as applicable and/or On-line and/or notified to You; such amendment or variation to have immediate effect unless stipulated otherwise.
- 2.3 Other than as stated above, any amendments, variations or additions to the Contract shall be made in writing by Us and signed by one of Our duly authorised officers.
- 2.4 Save as herein expressly provided, none of Our servants or agents shall have the authority to agree any amendment, variation or addition to the Contract. Any representation or warranty so made is of no force or effect unless made in accordance with this clause.
- 2.5 In the event that the British Pound Sterling suffers a currency devaluation as a result of an adverse change in applicable foreign exchange rates, and this devaluation directly impacts and increases Our costs in providing the Equipment, We reserve the right to adjust the Rental Charge in order to take account of that increase in Our costs.

3. SERVICE

- 3.1 We shall rent Equipment and provide a Service to You as principal only, such that no other party shall have any rights or obligations, or be entitled to sue or liable to be sued, under the Contract.
- 3.2 Where We provide other services to You in connection with the Equipment (for example, but not limited to, the installation, configuration or programming of the Equipment), then, as the case may be, Our General Services Terms and Conditions shall apply to such other services as provided to You.
- 3.3 Unless otherwise selected by You in an Application Form or communicated by You when the order was made by telephone or online via Our website at shop.itglobal.com, We will, as part of a Service, provide the Support Service

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in respect of rented Equipment on the terms and conditions of Our Support Service (which terms and conditions shall be deemed to apply to the Support Service provided pursuant hereto) at Maintained level, which Service shall commence at the Commencement Date. Where any conflict arises as between these Conditions and the terms and conditions governing such Support Service, these Conditions shall prevail.

3.4 Unless otherwise marked on an Application Form or any Product Description it shall be Your responsibility to deliver to and collect from Us the Equipment in accordance with Our instructions for maintenance and/or repair.

3.5 We may, at Our sole discretion, offer You the temporary loan of equipment if the Equipment is being repaired; in which case the Conditions shall apply to the equipment so loaned.

4. TELEPHONE AND ONLINE ORDERING

4.1 We may, at Our discretion, accept an order for a Service, the Equipment and/or any Additional Services on the basis of instructions received from You by telephone or online via Our website at shop.itglobal.com.

4.2 We will use Our reasonable endeavours to ensure that instructions purporting to be from You are indeed from You or a person authorised to act on Your behalf and will be entitled to accept confirmation during the course of the telephone instructions that the person giving the instructions is in fact You or is authorised to act on Your behalf and to bind You without being required to carry out any further investigations or make any further enquiries.

4.3 You acknowledge and accept that You are responsible for ensuring that all information provided to Us by You when ordering a Service, the Equipment and/or any Additional Services by telephone or online is accurate, complete and not misleading in any way whatsoever and We shall be entitled to accept that such information is accurate, complete and not misleading.

4.4 Except as provided in clause 10.1 and without prejudice to the generality of clause 10.2, We accept no liability whatsoever and howsoever arising in respect of a Service, Equipment and/or any Additional Services provided or terminated or any action taken or not taken in reliance on telephone or online instructions received by Us and You shall be responsible for all and any sums payable under these Conditions.

5. SUSPENSION OF A SERVICE

5.1 We may (without prejudice to any other right or remedy) suspend, limit or cancel a Service to You without penalty and with immediate effect:

- (a) during any technical failure, modification or maintenance of a Service or where We are unable to provide a Service for reasons beyond Our control or otherwise for reasons not Our fault provided that We will use Our reasonable endeavours to procure resumption of a Service as soon as reasonably practicable;
- (b) where We are unable, through Our reasonable efforts, to procure any requisite support, software or replacement parts necessary in connection with the provision of a Service;
- (c) if You fail to observe or perform the Conditions;
- (d) if We have reasonable grounds to suspect that a Service is being used fraudulently or otherwise illegally; or
- (e) if We have reasonable grounds to believe that You have provided Us with false, misleading or incomplete details about him- or herself or any other person who may use a Service (including, but not limited to, name, current and previous address(es), email address, date of birth, telephone numbers, employment information and bank and credit or debit card information) when You apply for a Service or thereafter or that You have failed to tell Us if any of these details have changed.

5.2 Notwithstanding any suspension, limitation or cancellation of a Service under this clause You shall remain liable for all charges due hereunder throughout the period of suspension, limitation or cancellation unless We at Our sole discretion determine otherwise but You shall not be liable for any line rental charge for any period beyond a 7-day period of suspension or limitation or the 7th day of cancellation.

6. CHARGES AND PAYMENT

6.1 The Service Charges shall comprise any connection charge for a Service, whether initial or after suspension, limitation or cancellation, and Rental Charges (payable in advance) for a Service where such charges depend on the relevant service options selected in an Application Form or ordered by telephone or On-line.

6.2 In addition to charging GST in respect of the supply of Services in the Bailiwick of Jersey, We will, where applicable, charge You GST in respect of the supply of other goods and/or services under this Contract and You will pay that amount in addition to the charges for those other goods and/or services.

6.3 Where You name more than 1 person on the Application Form upon commencement of a Service or thereafter, liability for the Service Charges and/or any additional sums relating to a Service shall be joint and several.

6.4 Where You request work to be carried out which is not included in the Service Charges We may charge additional sums. We will, for example, make extra charges where:

- (a) We install additional wiring at Your premises other than that required to provide a Service;
- (b) We repair or trace a defect or fault to any wiring owned or maintained by You that is used in conjunction with the Equipment;

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- (c) We repair the Equipment where such repair is not covered by any other agreement between Us and You;
 - (d) We respond to a fault report and no fault is found to exist;
 - (e) repair of a fault reported by You is made more difficult or costly by breach of Your obligations under the Contract;
 - (f) We corrects any defect or fault caused by You or anyone using the Equipment; or
 - (g) We repair the Equipment if it is damaged other than by Us, Our employees or agents.
- 6.5 Service Charges and/or any additional sums are payable in full on demand or as otherwise agreed between You and Us. If payment is agreed in writing to be made by instalments and if You fail to pay any instalment on its due date then You shall be entitled to demand immediate payment of the unpaid balance (including all arrears).
- 6.6 We will charge a Late Payment Fee on any balances which remain unpaid after the due date.
- 6.7 The Service Charges made in relation to the Equipment and/or Additional Services shall be Our quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Our published price list then current and in any case as shown on the Invoice.
- 6.8 All prices quoted in writing are valid for 30 days. Oral quotations are valid only for the period stated, and if no period is stated then until 5.30pm on the day upon which they are given.
- 6.9 All Service Charges for the rental of Equipment exclude any charges for transport and insurance which may be applicable.
- 6.10 The Service Charges and any additional charges payable under the Contract are exclusive of all sales and other taxes unless stated otherwise.
- 6.11 If payment is not made under the terms of the Contract We shall be entitled, without prejudice to any other rights, to enter upon the premises at which the Equipment is installed and repossess the same.
- 6.12 At any time after the Minimum Contract Period You may request of Us and We may, at Our option, offer to You a purchase price for the Equipment or part thereof. Equipment is purchased pursuant to this clause on an "as is" basis and no warranties written or implied are given by Us to You or anyone with respect to the same.
- 6.13 For the purposes of credit referencing and fraud prevention, We reserve the right from time to time during the term of the Contract to:
- (a) make searches about You at credit reference agencies and elsewhere to verify Your identity and to help Us to decide whether to accept Your application for a Service and/or to continue to provide a Service to You;
 - (b) use (and share with debt collection agencies and appropriate authorities) Your details for the purpose of collecting debts, preventing and detecting fraud and seeking to recover damages and costs arising from fraud or other unlawful activity on Your part;
 - (c) record, and pass to the appropriate authorities, details of any false or inaccurate information provided by You or where We suspect fraud or any other unlawful or improper activity on Your part; and
 - (d) pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.

7. YOUR OBLIGATIONS

7.1 You shall:

- (a) only use, make use of, cause, allow or permit to be used, care for and operate the items of Equipment in accordance with Our and the manufacturer's instructions provided to You in writing and to use the Equipment only for a purpose for which it was designed;
- (b) promptly notify Us of any fault with the Equipment;
- (c) comply with Our reasonable requests for assistance in order to diagnose existing or potential faults;
- (d) allow Us full and convenient physical and/or remote (online) access to the Equipment at all times during which the Support Service operates and at all other reasonable times;
- (e) be responsible for all damage or loss caused to Us or third parties by misuse of the Equipment other than due to the acts or omissions of Us, Our employees, agents and/or subcontractors;
- (f) take all reasonable and proper precautions to protect the health and safety of Our personnel while on Your premises;
- (g) promptly advise Us in writing of any change of billing address, contact address or contact number;
- (h) be responsible for any remedial and/or decorative works after installation of the Equipment;
- (i) obtain at Your own expense, all-risk insurance to cover the replacement cost of the Equipment whilst the same is in Your control. The Equipment must be insured by You at the time of delivery; and
- (j) provide, if necessary and at Your own cost, a suitable power supply, connection points and/or earthing point, acceptable to Us, for use with a Service.

7.2 You shall not:

- (a) tamper with, deface, move, modify or interfere with the Equipment or any associated wiring, without Our

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written consent;

- (b) physically connect any other equipment to the Equipment without first obtaining Our written consent or instruction. If such connection makes Our obligations under the Contract more onerous, We may increase the Service Charges;
- (c) use the Equipment for any illegal purpose or in breach of any licence applicable to You; or
- (d) sub-lease or loan the Equipment, which shall at all times remain under Your exclusive control.

8. DELIVERY, TITLE AND RISK

- 8.1 Any time or date stated for delivery is an estimate only. We endeavour to deliver Equipment on time but shall not be liable for failure to deliver at any given time.
- 8.2 Where appropriate, the Equipment will be delivered to Your nominated address whereupon the risk of loss and all damage shall pass to You. Where Equipment is collected by You or Your agent, the risk of loss and all damage shall pass to You upon collection.
- 8.3 Manufacturing requirements may cause Equipment to be delivered by instalments.
- 8.4 You acknowledge that title in the Equipment, replacement part or parts remains with Us at all times whilst the Equipment is rented and You agree to keep the same free of all encumbrances, charges and liens.

9. ASSIGNMENT

- 9.1 You may not assign the Contract without Our prior written consent.
- 9.2 We reserve the right to assign all or part of the Contract to any person and/or to subcontract any of Our obligations hereunder upon giving at least 28 days' notice to You.

10. EXCLUSION AND LIMITATION OF LIABILITY

The following provisions set out Our entire liability (including any liability for the acts and omissions of Our employees, agents and subcontractors) to You in respect of any breach of contract, misrepresentation, tortious act or omission including negligence or otherwise arising under or in connection with the provision of a Service. **Your attention is in particular drawn to these provisions.**

- 10.1 We do not exclude or restrict liability for death or personal injury resulting from Our own negligence.
- 10.2 Except to the extent provided in a Service Level Agreement or any other document or agreement and except as otherwise expressly agreed in writing by Us and You (in a Service Level Agreement or otherwise), We shall not be liable to You or to any other person for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the provision of the Service except as provided in clause 10.1 above. Whilst We will use Our reasonable endeavours to maintain the quality of a Service and to ensure that a Service is available at all times We make no representation or warranty in relation thereto.
- 10.3 Without prejudice to the generality of clauses 10.1 and 10.2, We shall not be liable to You or to any other person for:
 - (a) any defect in, poor quality of, unavailability, interruption or discontinuance of a Service or any website or email address (and without prejudice to the generality of the foregoing and clauses 10.1 and 10.2, We shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 days);
 - (b) any loss of profits, business revenue, goodwill or anticipated savings, or any type of special, indirect or consequential loss (including but not limited to loss or damage to data, equipment or property even if in Our care, custody or control) whether direct, indirect, foreseeable or unforeseeable; or
 - (c) Your use of a Service or Your activities, in particular but not limited to any acts which under the laws of any jurisdiction infringe any third party's intellectual property rights (including the use of any domain name), infringe obscenity laws, constitute threats, are in any way defamatory or are illegal or give rise to any liability in any way.
- 10.4 We are not responsible for maintaining any insurance cover of any nature to cover any loss by You or any other party arising from the provision or unavailability of a Service or otherwise and any such insurance cover shall be Your responsibility.
- 10.5 If any exclusion or limitation of liability contained in this clause is invalid and We become liable for any loss or damage, You (acknowledging that We are not able to evaluate any potential loss to You) agree that Our liability for any one event or series of events shall in any event be limited to the Service Charges payable by You for the Minimum Contract Period.
- 10.6 Each provision of this clause shall operate independently of each other provision of this clause.
- 10.7 You agree to indemnify Us and hold Us harmless in respect of all costs, damages, awards and expenses and professional fees of any kind (without limit) arising from or in connection with any claim brought against Us by any third party located in any jurisdiction arising from any use of a Service provided to You (by either You or any other party) constituting any unlawful act or otherwise giving rise to any liability. You shall immediately notify Us in writing

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of any such claims of which You become aware. You further agree to offer all reasonable assistance to Us in defending such claims at Your sole expense.

11. FORCE MAJEURE

We shall not be liable in respect of any breach of the Contract due to any cause beyond Our reasonable control including (but without limitation): act of God, pandemic, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of Government, highway authorities, or any other competent authority; war or armed conflict, military operations, vandalism or riot; the act or omission of any other party (including any other party that provides any part of a Service or upon which We rely in order to provide any part of the Service) and national and/or civil emergencies.

12. ENTIRE AGREEMENT

These Conditions supersede all prior oral or written communications regarding a Service and contain the whole agreement between You and Us relating to a Service, unless specifically stated otherwise in these Conditions or specifically otherwise agreed in writing.

13. NOTICES

13.1 Any notice or other communication required to be given or served for the purposes of the Contract except where otherwise provided shall be in writing and shall be deemed to have been duly given and served if sent by post, email or delivered by hand. Notices shall be deemed received 48 hours after posting or transmitting.

13.2 Your address for correspondence shall be the contact address as specified in the Application Form or communicated by You when the order for a Service was made by telephone or On-line or an address notified to Us by You in writing as an address to which bills may be sent or Your usual or last known place of abode or business or if You are a limited company, Your registered office.

13.3 Our address for correspondence in the Bailiwick of Jersey shall be No. 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.

13.4 Our address for correspondence in the Bailiwick of Guernsey shall be East Wing, Trafalgar Court Les Banques, St Peter Port, Guernsey, GY1 3PP.

14. TERMINATION

14.1 The Contract may be terminated immediately by Us without penalty to Us if You:

- (a) fail to satisfy Us with regard to any credit check undertaken in respect of You;
- (b) fail to pay when due any sum payable under the Contract or any other agreement or contract made between You and Us;
- (c) become bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 or otherwise commit any act indicative of insolvency under the law of any jurisdiction or enter into any composition with Your creditors in the Bailiwick of Jersey or elsewhere;
- (d) are declared *en désastre* or pass any special resolution to enter into voluntary liquidation or are placed into compulsory liquidation by act of the Royal Court of Guernsey or a summons or process is served upon You with the intent of obtaining any such order or You become bankrupt or otherwise commit any act indicative of or analogous to insolvency under the law of any jurisdiction or enter into any composition with Your creditors in the Bailiwick of Guernsey or elsewhere;
- (e) fail to observe or perform the Conditions or the conditions of any other agreement or contract made between You and Us and fail to remedy such breach as soon as possible and in any event within 28 days after the date that We serve written notice on You in relation to such breach;
- (f) use a Service provided in a manner which is unsafe or which has not been approved by Us;
- (g) use a Service fraudulently or in connection with a criminal offence;
- (h) make improper use, within the meaning of Article 51 of the Telecommunications (Jersey) Law 2002, or any amendment or supervening law thereto, of a Service;
- (i) make improper use, within the meaning of Article 16(1) of the Telecommunications (Bailiwick of Guernsey) Law 2001, or any amendment or supervening law thereto, of a Service;
- (j) do or allow to be done anything which in Our opinion will or may have the effect of jeopardising the operation of the telecommunications system provided by Us to any of Our customers;
- (k) connect equipment other than Type Approved Equipment to a Service; or
- (l) enter into a contract with another telecommunications operator for part of a Service and such contract is suspended or terminated.

14.2 The Contract may be terminated by You if:

- (a) We unreasonably exercise Our rights of variation or suspension under the Contract, by You giving written notice to Us within 14 days of the notice of variation or suspension;
- (b) We exercise Our rights of variation of the technical specification of a Service such that performance of the same is materially degraded, such termination to be on 14 days written notice without further obligation; or

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(c) We fail to observe or perform Our obligations under the Contract and fail to remedy such breach as soon as practicable and in any event within 28 days after the date that You serve written notice on Us in relation to such breach, by giving written notice to Us of such termination.

14.3 Subject to clauses 1.2, 14.1 and 14.2 You or We may terminate the Contract provided always that the party wishing to terminate the Contract gives to the other party written notice of its intention to do so; in the case of either party at least 1 calendar month's notice prior to the effective date of the purported termination of the Contract shall be given and such termination shall not affect any rights of You or Us to enforce any term hereof which right has accrued prior to the effective date of termination.

15. SEVERANCE

If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provisions in question shall not be affected.

16. GOVERNING LAW

16.1 A Contract made between You and JT (Jersey) Limited shall be governed by and construed and interpreted in accordance with the law of the Island of Jersey and both We and You hereby submit to the exclusive jurisdiction of the Royal Court of Jersey; or

16.2 A Contract made between You and JT (Guernsey) Limited shall be governed by and construed and interpreted in accordance with the law of the Island of Guernsey and both We and You hereby submit to the exclusive jurisdiction of the Royal Court of Guernsey.

17. DATA PROTECTION

17.1 For the purposes of complying with the Data Protection (Jersey) Law 2018 and the Data Protection (Bailiwick of Guernsey) Law 2017, We have prepared a privacy policy in relation to personal information to be collected by Us in relation to the Contract, a copy of which can be found On-line at <https://www.jtglobal.com/global/privacy-policy/>.

17.2 You acknowledge receipt of such policy and agree that a copy of the policy shall be made available to any natural person in relation to whom We receive personal information in relation to the Contract.