

# JT GENERAL SERVICES

## TERMS AND CONDITIONS

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 818152 in Guernsey or contact JT via [www.jtglobal.com](http://www.jtglobal.com).

### 1. DEFINITIONS

In the Conditions (as defined below) the following terms shall have the following meanings unless expressly stated otherwise:

- 1.1. "Charges" means the sums, including GST where applicable, charged by JT and payable by the Customer for the provision of a Service (which may include sums charged in respect of both services and materials) in the amount or at the rate notified to the Customer prior to or at the commencement of the Contract (whether in any Quotation or otherwise) or at JT's standard rates applicable for the provision of such Service (including JT's applicable man hour rate for time expended or the cost of any materials required in connection with the provision of such Service) from time to time.
- 1.2. "Commencement Date" means the date the Contract comes into force in relation to the provision of a Service, being the earlier of: (a) any commencement date specified in any Quotation; or (b) the date on which the provision of a Service to the Customer commences.
- 1.3. "Conditions" means these terms and conditions, any Quotation, Service Description, Schedule(s) and any written variations thereto and any other agreement in writing relating to a Service signed by JT and the Customer.
- 1.4. "Contract" means the agreement made between the Customer and JT for the provision of a Service which agreement is governed by the Conditions.
- 1.5. "Customer" means the person or persons to whom a Service is provided.
- 1.6. "Equipment" means any equipment belonging to the Customer or any equipment or parts installed or provided in connection with a Service.
- 1.7. "Fixed Contract" means a contract for the provision of a Service in respect of which a Quotation is provided to the Customer.
- 1.8. "GST" means Goods and Services Tax charged in the Bailiwick of Jersey, where applicable, by JT to the Customer in addition to the cost of Services supplied, pursuant to the Goods and Services Tax (Jersey) Law 2007 and/or the Goods and Services Tax (Jersey) Regulations 2007.
- 1.9. "JT" means JT (Jersey) Limited, registered number 83487, having its principal place of business at 1 The Forum, Grenville St., St Helier, Jersey, JE4 8PB and/or JT (Guernsey) Limited, registered number 39971, having its principal place of business at 24 High Street, St Peter Port, Guernsey GY1 2JU, and their successors or assigns as notified to the Customer from time to time.
- 1.10. "JT Group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.11. "On-line" means accessible over the world wide web at JT's site at [www.jtglobal.com](http://www.jtglobal.com) or such other site as may be notified from time to time.
- 1.12. "Product Description" means any description and any technical specification of a Service, together with any applicable Customer specific service level agreement, as available from JT's offices or On-line or as provided to the Customer.
- 1.13. "Quotation" means any quotation or proposal provided by JT to the Customer relating to the provision by JT of Services detailing the Services to be provided.
- 1.14. "Schedule(s)" means any schedule(s) from time to time forwarded to the Customer by JT detailing the scope of a Service.
- 1.15. "Service" means any installation, maintenance, repair, engineering, technical and/or other service(s) provided by JT or its duly appointed agents to the Customer from time to time the provision of which is not made pursuant to other more specific JT terms and conditions.
- 1.16. "Service Description" means any description and any technical specification of a Service, together with any applicable Customer specific service level agreement, as available from JT's offices or On-line or as provided to the Customer.

### 2. COMMENCEMENT AND DURATION

- 2.1. Unless otherwise expressly agreed in writing or provided for by law or regulation, the Contract shall have effect in relation to the provision of a Service on the Commencement Date relating to that Service.
- 2.2. Subject to the provisions of clauses 15.1 and 15.2 hereunder the Contract shall remain in force in relation to the provision of a

Service until terminated by either party in accordance with clause 15.3 below.

- 2.3. Save where termination is notified by the Customer to JT under clause 15.2 below, if (a) the Customer terminates any Fixed Contract; or (b) pursuant to clause 6 below, JT either cancels a Service during a Fixed Contract or suspends or limits a Service during a Fixed Contract and does not reinstate it, the Customer shall, even if JT has terminated the Fixed Contract pursuant to clause 15 below by reason of the matter giving rise to the cancellation, suspension or limitation of a Service pay a sum equal to the Charges and any extra charges which would have been payable to JT in respect of the completion of such Fixed Contract.
- 2.4. Nothing in this clause shall prevent either party from terminating the Contract in accordance with clause 15 below.

### 3. VARIATION

- 3.1. JT may from time to time vary the Conditions and any Product Description applicable to a Service which variation may relate to, but is not limited to:
  - 3.1.1. variation of the Charges;
  - 3.1.2. cessation of a Service;and will as soon as practicable before any such variation is to take effect give notice of such variation On-line and / or at JT's office(s) in Jersey and/or Guernsey as applicable.
- 3.2. Notwithstanding the above, JT may vary all or any of its standard Charges by publishing any such variation in a schedule of tariffs to be displayed and / or available at JT's office(s) in Jersey and/or Guernsey as applicable and / or On-line such variation to have immediate effect unless stipulated otherwise.
- 3.3. Other than as stated above any variations to the Contract shall be made in writing by JT and signed by a duly authorised officer of the same.
- 3.4. Save as herein expressly provided no servant or agent of JT shall have the authority to agree any 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.

### 4. SERVICE

- 4.1. JT will provide a Service to the Customer and the Customer will pay the Charges on the terms of the Conditions.
- 4.2. A Service does not include goods or services provided by JT where the provision of those goods or services is covered by other more specific JT terms and conditions, in which case those other more specific terms and conditions shall apply.
- 4.3. Where Equipment or other goods are provided to the Customer by JT in connection with a Service, then, as the case may be, the JT Equipment Rental / Equipment Purchase Terms and Conditions shall apply to the rental / purchase of such Equipment or other goods (including, without limiting the generality of the foregoing, any provisions therein as to delivery, title and risk and any warranty).
- 4.4. JT may require the Customer to provide all reasonable co-operation and assistance to JT as may be necessary or desirable in order to facilitate the provision of a Service to the Customer.

### 5. TELEPHONE ORDERING

- 5.1. JT may, at its discretion, provide additional services to the Customer in conjunction with or related to a Service and / or terminate the provision of any services to the Customer, and / or take or not take any other action relating to the Customer on the basis of instructions received by telephone.
- 5.2. JT will use its reasonable endeavours to ensure that instructions purporting to be from the Customer are indeed from the Customer. However, provided that JT has acted in good faith, JT (other than as provided in clause 11.2 and without prejudice to the generality of clause 11.3) accepts no liability, and the Customer shall be responsible for all and any sums payable, in respect of any services provided or terminated or any action taken or not taken in reliance of telephone instructions received by JT.
- 5.3. Calls received into the JT call centre may be recorded for monitoring, quality assurance and training purposes as well as being a record of our conversation with the Customer.

### 6. SUSPENSION OF A SERVICE

- 6.1. JT may (without prejudice to any other right or remedy) where appropriate suspend, limit or cancel the provision of a Service without penalty and with immediate effect:
  - 6.1.1. where it is unable to provide the Services for reasons beyond its control (including the default or failure of co-operation on the part of any other party that provides any part of a Service or upon which JT relies in order to provide any part of a Service) or otherwise for reasons not its fault provided that JT will use its

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reasonable endeavours to procure resumption and/or completion of the provision of a Service as soon as reasonably practical;

- 6.1.2. other than in the case of any Fixed Contract, where JT is reasonably of the view that the provision of a Service is or would be impracticable, unduly onerous or uneconomic;
  - 6.1.3. where JT is unable through its reasonable efforts to procure any requisite support, software or replacement parts necessary in connection with the provision of a Service;
  - 6.1.4. if the Customer fails to observe or perform the Conditions;
  - 6.1.5. if JT has reasonable grounds to suspect that a Service is being used fraudulently or illegally; or
  - 6.1.6. if JT has reasonable grounds to believe that the Customer has provided JT 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), date of birth, telephone numbers, employment information and bank and credit or debit card information) when the Customer applied for a Service or thereafter or that the Customer has failed to tell JT if any of these details have changed.
- 6.2. Notwithstanding any suspension or cancellation of a Service under this clause the Customer shall remain liable for all charges due hereunder up to the time of suspension or cancellation of such Service.

## 7. CHARGES AND PAYMENT

- 7.1. In addition to the Charges which shall be paid by the Customer for the provision of the a Service JT may charge additional sums calculated by reference to the cost of materials and to JT's applicable man hour rate for time expended in the case where at the Customer's request or where deemed necessary JT carries out work which is not expressly covered by any Quotation relating to a Service or where, in the reasonable opinion of JT, the nature of the work or materials required differ materially from JT's reasonable anticipation of the same when providing any Quotation. For example, JT may make extra charges where:
  - 7.1.1. it works at the Customer's request outside JT's normal working hours for the provision of a Service;
  - 7.1.2. it corrects any defect or fault arising during the provision of a Service caused by the Customer or its agent or any person other than JT, its employees or agents;
  - 7.1.3. performance of JT obligations is made more difficult or costly by the actions or omissions of the Customer (including breach of the Customer's obligations under the Contract) or any other party beyond JT's reasonable control;
  - 7.1.4. conditions at any place where a Service is to be provided are such as to create unforeseen complications, whether of accessibility, as to the siting of equipment or otherwise; or
  - 7.1.5. the Customer changes its requirements as to, or has misrepresented, the nature or extent of works to be provided by JT or restricts or has, in the opinion of JT, misrepresented the extent of access, co-operation or assistance which it will provide to JT.
- 7.2. In addition to charging GST in respect of the supply of Services in the Bailiwick of Jersey, JT will, where applicable, charge the Customer GST in respect of the supply of other goods and/or services under this Contract and the Customer will pay that amount in addition to the charges for those other goods and/or services.
- 7.3. Where more than one person is named as a Customer liability for the Charges and/or any additional sums relating to a Service shall be joint and several.
- 7.4. Charges and/or any additional sums are payable in full on demand or as otherwise agreed between the Customer and JT. If payment is agreed in writing to be made by instalments and if the Customer fails to pay any instalment on its due date then JT shall be entitled to demand immediate payment of the unpaid balance (including all arrears).
- 7.5. JT reserves the right to charge an administration fee in addition to the Service Charges where: (i) the Customer chooses to receive a paper copy of a bill; and/or (ii) the Customer pays the Service Charges in a bill by any payment method other than by Direct Debit.
- 7.6. JT reserves the right to charge interest on any balances which remain unpaid for more than 30 days from the due date at 3% above the short term base lending rate from time to time prevailing in England.

- 7.7. For the purposes of credit referencing and fraud prevention, JT reserves the right from time to time during the term of the Contract to:
  - 7.7.1. Make searches about the Customer at credit reference agencies and elsewhere to verify the Customer's identity and to help JT to decide whether to accept the Customer's application for Service and/or to continue to provide Service to the Customer;
  - 7.7.2. use (and share with debt collection agencies and appropriate authorities) the Customer's 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 the part of the Customer;
  - 7.7.3. record, and pass to the appropriate authorities, details of any false or inaccurate information provided by the Customer or where JT suspects fraud or any other unlawful or improper activity on the part of the Customer; and
  - 7.7.4. pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.

## 8. OBLIGATIONS OF THE CUSTOMER

The Customer shall:

- 8.1. care for and operate any Equipment installed or provided as part of a Service in accordance with JT's and manufacturer's instructions provided to it in writing and to use such Equipment only for a purpose for which it was designed;
- 8.2. not tamper with, modify, or interfere with any Equipment installed or provided as part of a Service or any associated wiring, without the written consent of JT;
- 8.3. comply with JT's reasonable requests for assistance in order to enable the provision of a Service by JT;
- 8.4. allow JT full and convenient access at all reasonable times to any Equipment and/or premises of the Customer as necessary or desirable in order to enable the provision of a Service by JT;
- 8.5. be responsible for all damage or loss caused to JT by misuse of the Equipment other than due to the acts or omissions of JT;
- 8.6. not connect any equipment to any Equipment installed or provided as part of a Service without first obtaining the written consent of JT. If such connection makes JT's obligations under the Contract more onerous, JT may increase the Charges;
- 8.7. take all reasonable and proper precautions to protect the health and safety of JT's personnel while on the Customer's premises;
- 8.8. promptly advise JT in writing of any change of billing address, contact address or contact number;
- 8.9. provide, if necessary and at their own cost, a suitable power supply, connection points and / or earthing point, acceptable to JT, for use with a Service.

## 9. ASSIGNMENT

- 9.1. The Customer may not assign the Contract without the prior written consent of JT.
- 9.2. JT reserves the right to assign all or part of the Contract to any person upon giving 28 days' notice to the Customer.
- 9.3. Whilst remaining responsible for the provision of a Service, JT reserves the right, at its discretion, to appoint agents and / or to sub-contract any of its obligations hereunder (and to require the Customer to deal with such agents and / or sub-contractors) in which case references in these terms and conditions to JT shall be construed, mutatis mutandis, as being to JT or its agents or sub-contractors.

## 10. COPYRIGHT, PATENTS, TRADE MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Customer acknowledges that any and all of the copyright, trade marks, and other intellectual property rights used or subsisting in or in connection with the Equipment and any parts thereof are and shall remain the sole property of JT or such other party as may be identified therein or thereon (the "Owner") and the Customer shall not during or at any time after the completion, expiry or termination of the Contract (or any other contract in applicable to the Equipment, including but not limited to JT's Equipment Purchase Terms and Conditions) in any way question or dispute the ownership thereof by JT or the Owner.
- 10.2. In the event that new inventions, designs or processes evolve in performance or as a result of this Contract, the Customer acknowledges that the same shall belong to JT unless otherwise agreed in writing by JT.
- 10.3. The Customer shall indemnify JT fully against all liabilities, costs and expenses which the Contractor may incur as a result of work done in accordance with the Customer's specifications

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involving infringement of any copyright or other intellectual property right.

### 11. EXCLUSION AND LIMITATION OF LIABILITY

- 11.1. The following provisions set out JT's entire liability (including any liability for the acts and omissions of its employees agents and sub-contractors) to the Customer 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. **The Customer's attention is in particular drawn to these provisions.**
- 11.2. JT does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- 11.3. Unless otherwise expressly agreed in writing by the parties (in a service level agreement or otherwise), JT shall not be liable to the Customer or to any other person for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the provision of a Service except as provided in clause 11.2 above. Whilst JT will use its reasonable endeavours to maintain the quality of a Service it makes no representation or warranty in relation thereto.
- 11.4. Without prejudice to the generality of 11.2 or 11.3, JT shall not be liable to the Customer or to any other person for:
  - 11.4.1. any defect in, poor quality of, unavailability, interruption or discontinuance of a Service or any website or e-mail address (and without prejudice to the generality of the foregoing and 11.2, JT shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 (three) days);
  - 11.4.2. 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 the care, custody or control of JT) whether direct, indirect, foreseeable or unforeseeable.
- 11.5. JT is not responsible for maintaining any insurance cover of any nature to cover any loss by the Customer or any other party arising from the provision or unavailability of a Service or otherwise and any such insurance cover shall be the responsibility of the Customer.
- 11.6. If any exclusion or limitation of liability contained in this clause is invalid and JT becomes liable for any loss or damage, the Customer (acknowledging that JT is not able to evaluate any potential loss to the Customer) agrees that JT's liability for any one event or series of events shall in any event be limited to the Charges payable by the Customer for the provision of the particular Service giving rise to such liability for loss or damage.
- 11.7. Each provision of this clause shall operate independently of each other provision of this clause.

### 12. FORCE MAJEURE

JT shall not be liable in respect of any breach of the Contract due to any cause beyond its 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 JT relies in order to provide any part of a Service) and national and / or civil emergencies.

### 13. ENTIRE AGREEMENT

The Conditions supersede all prior oral or written communications regarding a Service and contain the whole agreement between the parties relating to a Service, unless specifically otherwise agreed in writing.

### 14. NOTICES

- 14.1. 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.
- 14.2. The Customer's address for correspondence shall be the contact address as detailed in any Quotation or an address notified to JT by the Customer in writing as an address to which bills may be sent or the Customer's usual or last known place of abode or business or if the Customer is a limited company its registered office.
- 14.3. JT's address for correspondence in the Bailiwick of Jersey shall be P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.

14.4. JT's address for correspondence in the Bailiwick of Guernsey shall be 24 High Street, St Peter Port, Guernsey GY1 2JU.

### 15. TERMINATION

- 15.1. The Contract may be terminated immediately by JT without penalty to itself if the Customer:
  - 15.1.1. fails to satisfy JT with regard to any credit check undertaken in respect of the Customer;
  - 15.1.2. fails to pay when due any sum payable under the Contract or any other agreement or contract made between the Customer and JT;
  - 15.1.3. becomes bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 or otherwise commits any act indicative of insolvency under the law of any jurisdiction or enters into any composition with its creditors in the Bailiwick of Jersey or elsewhere;
  - 15.1.4. is declared en désastre or passes any special resolution to enter into voluntary liquidation or is placed into compulsory liquidation by act of the Royal Court of Guernsey or a summons or process is served upon the Customer with the intent of obtaining any such order or the Customer becomes bankrupt or otherwise commits any act indicative of or analogous to insolvency under the law of any jurisdiction or enters into any composition with its creditors in the Bailiwick of Guernsey or elsewhere;
  - 15.1.5. fails to observe or perform the Conditions or the conditions of any other agreement or contract made between the Customer and JT and fails to remedy such breach as soon as possible and in any event within 28 days after the date that JT serves written notice on the Customer in relation to such breach;
  - 15.1.6. uses or obtains a Service fraudulently or in connection with a criminal offence;
  - 15.1.7. does or allows to be done anything which in JT's opinion will or may have the effect of jeopardising the operation of the telecommunications system provided by JT to any of its customers; or
  - 15.1.8. enters into a contract with another telecommunications provider for part of a Service and such contract is suspended or terminated.
- 15.2. The Contract may be terminated by the Customer if:
  - 15.2.1. JT unreasonably exercises its rights of variation or suspension under the Contract, by the Customer giving written notice to JT within 14 days of the notice of variation or suspension; or
  - 15.2.2. JT fails to observe or perform its obligations under the Contract and fails to remedy such breach as soon as possible and in any event within 28 days after the date that the Customer serves written notice on JT in relation to such breach, by giving written notice to JT of such termination.
- 15.3. Subject to sub clauses 2.2, 15.1 and 15.2 either party may terminate the Contract provided always that the party wishing to terminate the contract gives to the other party reasonable advanced written notice of its intention to do so prior to the effective date of the purported termination of the Contract and such termination shall not affect any rights of either party to enforce any term hereof which right has accrued prior to the effective date of termination and provided always that the right of termination under this sub clause 15.3 shall not apply in the case of any Fixed Contract.

### 16. 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.

### 17. GOVERNING LAW

- 17.1. A Contract made between the Customer and JT (Jersey) Limited shall be governed by and construed and interpreted in accordance with the laws of the Island of Jersey and the parties hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.
- 17.2. A Contract made between the Customer and JT (Guernsey) Limited shall be governed by and construed and interpreted in accordance with the law of the Island of Guernsey and the parties hereby submit to the exclusive jurisdiction of the Royal Court of Guernsey.

### 18. DATA PROTECTION

- 18.1. JT will not without the Customer's written consent disclose information provided to it by the Customer for the purposes of the Contract to anyone other than (i) members of the JT Group

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or (ii) subject to the relevant Data Protection legislation, third party sub-contractors or agents engaged by JT, such disclosure being made in either case in order for it to be able to provide the Customer with a Service.

- 18.2. JT adheres to strict data protection policies in accordance with the Data Protection (Jersey) Law 2005 or the Data Protection (Bailiwick of Guernsey) Law 2001 as applicable, details of which policies are included in the relevant Consumer Code of Practice which can be found On-line at [www.itglobal.com](http://www.itglobal.com).
- 18.3. JT reserves the right to disclose the name, address, telephone and/or facsimile numbers and/or email addresses of the Customer to any judicial, law enforcement, regulatory or governmental body or agency where required by applicable law or by the Order of a court or other body of competent jurisdiction to do so.