These terms and conditions are important and should be read carefully. If you have any queries regarding these terms and conditions please telephone 01534 882508 or email info@jtdirectory.com.

1. DEFINITIONS

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

1.1. “Advertisement” means any Text Entry, Banner, Basic Listing, Display Advertisement, Link, Sponsor Link, Video Profile, Web Page and/or any other advertising or listing service as provided in the Directory and/or on JT Insight, as requested and/or selected by the Customer in the Application Form and submitted to JT or its authorised agents for inclusion in or already included in the Directory and/or on JT Insight.

1.2. “Advertising Materials” means any artwork, contents, photographs, illustrations, names, domain names, trademarks, service marks, brand features or other intellectual property rights contained within the Advertisement.

1.3. “Application Form” means the completed form, in printed format, online or otherwise, used to request the placement of Advertisement(s) and/or used for selecting and submitting Advertisement(s) for placement in the Directory and/or on JT Insight, signed by the Customer (except where a Customer publishes a classified Advertisement directly on JT Insight) and returned to JT.

1.4. “Banner” means a space situated on a web page of JT Insight which may be utilised as a Banner Advertisement.

1.5. “Basic Listing” means those details comprising the name, address and telephone number of a business as used on JT Insight.

1.6. “Charges” means the sums, including GST where applicable, payable by the Customer to JT for the placement of an Advertisement in the Directory and/or on JT Insight and/or any additional costs associated with such placement.

1.7. “Classified Heading” means the section title under which Advertisements are grouped together in the Directory and/or JT Insight based upon type of product or service.

1.8. “Closing Date” means the final date and/or time by which any Advertisement(s) or amendment, modification or addition to any Advertisement(s) will be accepted by JT.

1.9. “Conditions” means these terms and conditions, the Application Form, Rate Card and any written amendment, variation or addition thereto.

1.10. “Contract” means the agreement made between the Customer and JT for the placement and provision of an Advertisement(s) as governed by the Conditions.

1.11. “Customer” means the person(s), firm, company or any other entity so named in the Application Form.

1.12. “Customer Website” means the website of the Customer to which a Link is directed from within an Advertisement.

1.13. “Directory” means any listing of names and related postal addresses, telephone numbers, facsimile numbers and/or e-mail addresses as compiled by JT and deliverable in print, Online-line or on or by other media.

1.14. “Display Advertisement” means a pre-determined area of a page in the Directory for the placing of an advertisement ordinarily comprising text, graphics, illustrations and/or photographs.

1.15. “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.

1.16. “JT” means JT (Jersey) Limited, registered number 83487, having its principal place of business at 1 The Forum, Grenville St., St Helier, Jersey, Channel Islands and/or JT (Guernsey) Limited, registered number 39971, having its principal place of business at 24 High Street, St Peter Port, Guernsey GY1 2JJ as applicable, and their successors or assigns as notified to the Customer from time to time.

1.17. “JT Group” means any direct or indirect subsidiary for the time being of JT Group Limited.

1.18. “JT Insight” means the website on the World Wide Web at address www.jtinsight.com and is used in the Conditions to refer to the placing of Advertisement(s) on JT Insight, which is a registered business name of JT.

1.19. “Late Payment Fee” means a fee raised for late payment in accordance with the Late Payment Fees Schedule available here: https://www.jtglobal.com/static/tcs/Late-Payment-Fees-Schedule.pdf

1.20. “Link” means a method by which a visitor to JT Insight may gain access to a Customer Website or other website or send an email to the Customer by means of, for example, hyperlink, button or icon.

1.21. “On-line” means accessible over the World Wide Web at JT’s site at www.jtglobal.com or such other site as may be notified from time to time.

1.22. “Production Ready Advertisement” means an advertisement supplied by the Customer to JT in an electronic format, which is fit for reproduction in the Directory and/or JT Insight without any additional setting or processing required.

1.23. “Rate Card” means the JT publication which provides information concerning advertising in the Directory and/or on JT Insight including current Charges.

1.24. “Service” means the publishing of an Advertisement in the Directory, on JT Insight, via mobile telephone SMS text message and/or by e-mail.

1.25. “Setting Charge” means the amount charged to the Customer by JT for the composition of any Advertisement(s) which is/are not provided to JT or its authorised agent as a Production Ready Advertisement.

1.26. “SMS” means Short Message Service

1.27. “Sponsor Link” means a fixed space within a section of JT Insight which may contain a Link to the Customer Website.

1.28. “Text Entry” means a text-only entry which is listed under a Classified Heading and/or within the alphanumeric section of the Directory and which is not a Display Advertisement including, but not limited to, bold, light, medium, bold and super bold entry types.

1.29. “Video Profile” means an advertising video that is associated with a Customer’s Advertisement and is made available for viewing on and/or downloading from JT Insight.

1.30. “Web Page” means a fixed space in JT Insight, which is linked to a Text Entry to be used by the Customer to promote their business using text and/or images.

1.31. “World Wide Web” means the network of graphic/hypermedia documents published on the Internet that is interconnected through Links.

2. COMMENCEMENT AND DURATION

2.1. Unless otherwise expressly agreed in writing or provided by law or regulation, this Contract shall have effect on the earlier of:

(a) when the Application Form has been accepted by JT; or

(b) when the Conditions have been accepted by the Customer and the Closing Date is passed.

2.2. Subject to the provisions of clause 14, the Contract shall remain in force:

2.2.1. a minimum period of 1 year in the case of Directory Advertisements and shall continue thereafter on an annual basis until terminated by either party in accordance with clause 14; or

2.2.2. a minimum period as detailed in the Application Form in the case of JT Insight Advertisements.

3. VARIATION

3.1. JT may from time to time amend, vary or add to the Conditions including all and any Charges applicable to a Service and will as soon as practicable inform the Customer of the same by publishing any such amendment, variation or addition On-line and/or at JT’s office(s) in Jersey and/or Guernsey as applicable, or by sending such amendment, variation or addition to the Customer, such amendment, variation or addition to have immediate effect unless stipulated otherwise.

3.2. Other than as stated above, all amendments, variations or additions to the Contract shall be made in writing by JT and signed by an authorised officer of the same.

3.3. Save as herein expressly provided no servant or agent of JT shall have the authority to agree any amendment, variation or addition to the Contract and any representation or warranty so made is of no force or effect unless made in accordance with this clause.

3.4. 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 JT’s costs in providing the Service, JT reserves the right to adjust the Charges in order to take account of that increase in its costs.

4. ADVERTISEMENTS

4.1. All Advertisements submitted to JT or its authorised agents for inclusion in the Directory and/or JT Insight shall comply with the specifications as detailed in the Rate Card and/or any other relevant instructions as provided to the Customer by JT or its authorised agents from time to time.

4.2. Proof copies for new or amended Display Advertisements will be forwarded by JT for approval by the Customer to the address stated in the Application Form before publication. Proof copies will not be sent where artwork has been created from Production Ready Advertisements or where the Customer wishes to use repeat Advertisement(s) from a previous Directory.
5. FURTHER INSTRUCTIONS

5.1. JT may, at its discretion, at any time after the initial Application provide a Service or additional services to existing Customers in conjunction with or related to a Service, and / or take or not take any other action relating to the placement of any Advertisement(s) including, without limitation, repeat Advertisement(s) and / or amendments, variations or additions to Advertisement(s), on the basis of instructions received from the existing Customers by telephone, e-mail, On-line and /or in writing and these Conditions (as amended, varied or added to from time to time) shall apply to those instructions.

5.2. JT will use its reasonable endeavours to ensure that instructions purporting to be from the Customer are indeed from the Customer or a person authorised to act on behalf of the Customer and will be entitled to accept that the person (including without limitation, on behalf of any firm, company or other entity who is a Customer) giving the instructions is in fact the Customer or is authorised to act on behalf of, and to bind, the proposed Customer(s) without being required to carry out any further investigations or make any further enquiries.

5.3. The Customer acknowledges and accepts that it is responsible for ensuring that the information provided to JT by the existing Customer when giving instructions in relation to a Service under clause 5 is accurate, complete and not misleading in any way whatsoever and JT shall be entitled to accept that such information is accurate, complete and not misleading.

5.4. Except as provided in clause 9.2 and without prejudice to the generality of clause 9.2, JT accepts no liability whatsoever and howsoever arising in respect of a Service or any other additional services provided or terminated or any action taken or not taken in reliance of telephone instructions received by JT and the Customer shall be responsible for all and any sums payable under these Conditions.

6. STATISTICS

JT does not undertake to provide the Customer or any third party with any statistical information relating to any Advertisements, any Directory and / or JT Insight. The provision by JT to the Customer and / or any third party of any statistics relating to any Advertisement, any Directory and / or JT Insight does not constitute the fulfilment of any contractual obligation and JT does not accept any responsibility for, nor does it give any warranty and / or representation as to, the accuracy of the same and shall not be liable for any loss whatsoever and howsoever caused to the Customer and / or any third party with respect to reliance or otherwise upon the same.

7. CHARGES AND PAYMENT

7.1. The Charges and /or any additional sums shall be payable in full, and shall become due on demand or as may otherwise be agreed between the Customer and JT. If it is agreed in writing that payment may be made by instalments and the Customer fails to pay any instalment on its due date, JT shall be entitled to demand immediate payment of the unpaid balance (including all arrears) and shall be entitled, in addition and without prejudice to any other rights and remedies of JT to withhold and / or withdraw publication of any Advertisement(s).

7.2. In addition to the Charges, JT may charge additional sums where the Customer requests additional services to be used in conjunction with the placing of any Advertisement(s). Such services include, but are not limited to, any amendments, modifications or additions to any Advertisement(s) and / or Link or any changes or modifications that are required to be made to any Advertisement(s) requested or submitted by the Customer or his agent to JT, before inclusion in the Directory and / or the JT Insight where JT, in its sole discretion, considers for any reason whatsoever that the relevant Advertisement(s) is unsuitable for placement.

7.3. 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.

7.4. Where JT is requested to prepare a Display Advertisement and / or create a Web Page a Setting Charge will apply.

7.5. JT will charge a Late Payment Fee on any balances which remain unpaid after the due date.

7.6. For the purposes of credit referencing and fraud prevention, JT reserves the right from time to time during the term of the Contract to make searches on the Customer and /or any third party of any services it deems necessary.

8. OBLIGATIONS OF THE CUSTOMER

8.1. It shall be the responsibility of the Customer to ensure that any proof Advertisements are approved and submitted to JT before inclusion. JT will not accept any responsibility for any amendments, modifications or additions made to any Advertisement prior to submission to JT.

8.2. JT reserves the right to refuse to accept any proof Advertisements submitted by the Customer or his agent to JT before inclusion.

8.3. JT reserves the right to publish any Advertisement submitted by the Customer or his agent to JT before inclusion which may, in the opinion of JT, be unsuitable for any reason whatsoever.

8.4. JT reserves the right to refuse to accept any proof Advertisements submitted by the Customer or his agent to JT before inclusion containing any material which may, in the opinion of JT, be unsuitable for any reason whatsoever.

8.5. JT reserves the right to refuse to accept any proof Advertisements submitted by the Customer or his agent to JT before inclusion which may, in the opinion of JT, be unsuitable for any reason whatsoever.

8.6. JT reserves the right to refuse to accept any proof Advertisements submitted by the Customer or his agent to JT before inclusion which may, in the opinion of JT, be unsuitable for any reason whatsoever.

8.7. JT reserves the right to refuse to accept any proof Advertisements submitted by the Customer or his agent to JT before inclusion which may, in the opinion of JT, be unsuitable for any reason whatsoever.

8.8. JT reserves the right to refuse to accept any proof Advertisements submitted by the Customer or his agent to JT before inclusion which may, in the opinion of JT, be unsuitable for any reason whatsoever.

8.9. JT reserves the right to refuse to accept any proof Advertisements submitted by the Customer or his agent to JT before inclusion which may, in the opinion of JT, be unsuitable for any reason whatsoever.

8.10. JT reserves the right to refuse to accept any proof Advertisements submitted by the Customer or his agent to JT before inclusion which may, in the opinion of JT, be unsuitable for any reason whatsoever.

8.11. JT reserves the right to refuse to accept any proof Advertisements submitted by the Customer or his agent to JT before inclusion which may, in the opinion of JT, be unsuitable for any reason whatsoever.

8.12. JT reserves the right to refuse to accept any proof Advertisements submitted by the Customer or his agent to JT before inclusion which may, in the opinion of JT, be unsuitable for any reason whatsoever.
9.9 JT will use reasonable endeavours to maintain the quality of JT Insight and to ensure JT Insight is available at all times but makes no warranties and /or representations regarding availability and /or quality of the same and is not liable for any loss and /or damage of any nature suffered by the Customer and/or any third party as a result of any event outside the control of JT and in any event is not liable for any loss and /or damage suffered by the Customer and/or any third party as a result of any interruption to JT Insight.

9.10. JT is not responsible for maintaining any site and/or address on the World Wide Web other than its own site and address and JT does not warrant and/or represent the continued availability of any other site or address. The Customer is responsible for obtaining all any insurance which the Customer may require for any potential loss which the Customer may suffer through the unavailability of a Service and/or any other postal site and/or address.

9.11. The Customer acknowledges that by entering into any contract and/or other obligation with any third party through the use of the Directory and/or JT Insight, JT will neither become a party to such arrangements nor assume any liability thereunder.

10. ASSIGNMENT
10.1. The Customer may not assign the Contract without the prior written consent of JT.

10.2. JT reserves the right to assign all or part of this Contract to any third party and/or to sub-contract any of its obligations hereunder.

11. FORCE MAJEURE
JT shall not be liable in respect of any breach of this Contract due to any cause beyond its reasonable control including (but without limitation): act of God; pandemic; inclement weather; flood or fire; industrial action or lockouts; the act and/or omission of Government; highway authorities or other competent authority; war, military operations, vandalism or riot; the act and/or omission of any other party (including any 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.

12. 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 except as 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. The Customer’s address for correspondence shall be the contact address as specified in the Application Form 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.

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

14. TERMINATION
14.1. JT may (without prejudice to any other right and/or remedy) cancel this Contract without penalty and with immediate effect if:
14.1.1. JT is unable to publish any Advertisement(s) as requested by the Customer for reasons beyond its control or otherwise for reasons not attributable to its fault;
14.1.2. the Customer fails to satisfy JT with regard to any credit check undertaken in respect of the Customer;
14.1.3. the Customer fails to pay when due any sum payable under this Contract and/or other advertising contract and/or any other agreement or contract made between the Customer and JT;
14.1.4. the Customer becomes bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 or otherwise commits an act indicative of insolvency under the law of any jurisdiction or enters into a composition with its creditors in the Bailiwick of Jersey or elsewhere;
14.1.5. the Customer is declared en désastre or passes any special resolution to enter into voluntary liquidation or is otherwise committed to compulsory liquidation by any court of the Bailiwick 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;

14.1.6. the Customer fails to observe and / or perform the Conditions and / or the conditions of any other agreement or contract made between the Customer and JT and fails to remedy to 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; and / or

14.1.7. the Customer does or allows to be done anything which in JT’s opinion will or may have the effect of jeopardising the image and reputation of JT and/or the Directory and / or JT Insight or such cancellation is in the best interests of JT and / or its customers.

14.2. JT may for technical or other reasons suspend the placing of Advertisements on JT Insight. Notwithstanding any suspension of Advertising under this clause, the Customer shall remain liable for all charges due for any Advertisements unless JT at its sole discretion determines otherwise.

14.3. The Contract may be terminated by the Customer if:

14.3.1. JT unreasonably exercises its rights of variation or suspension under this Contract, by the Customer giving written notice to JT within 14 days of the notice of variation or suspension; or

14.3.2. JT fails to observe or perform the Conditions 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.

14.4. Subject to the above either party may terminate this Contract always provided that the party wishing so to terminate the Contract gives to the other party written notice of its intention so to do as set out in clause 14.5 and such termination shall not affect any rights to enforce any term hereof which has accrued prior to the effective date of termination.

14.5. Notice of termination of the Contract shall apply in the case of JT at least 1 calendar month prior to the effective date of the purported termination of this Contract and in the case of the Customer:

14.5.1. Printed Advertisements may be cancelled if written notification is received by JT before any relevant Closing Date. JT reserves the right to charge an administrative fee applicable to any Advertisements so cancelled;

14.5.2. On-line and SMS Advertisements may be cancelled if 1 calendar month’s written notification is received from the Customer by JT.

15. SEVERANCE

15.1. 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 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 the Island of Jersey.

16.2. 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.

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, JT has prepared a data protection notice in relation to personal information to be collected by JT in relation to the Contract, a copy of which can be found On-line at www.jtglobal.com/GDPR.

17.2. The Customer acknowledges receipt of such notice and agrees that a copy of the notice shall be made available to any natural person in relation to whom JT receives personal information in relation to the Contract.