

# TERMS AND CONDITIONS

## Equipment Purchase

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](http://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](#).

### 1. GOODS

- 1.1 We shall supply and You shall purchase the Goods, 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.
- 1.2 The Goods supplied are subject to the terms and conditions of the Contract, which shall prevail over any other terms sought to be introduced by Us. Any variation, amendment, or addition to these terms and conditions must be confirmed in writing by one of Our authorised officers and be appended to the Invoice.
- 1.3 Where We provide other services to You in connection with the Goods (for example, but not limited to, the installation, configuration or programming of the Goods), then, as the case may be, the Our General Services Terms and Conditions shall apply to such other services as provided to You and You will also be bound by any end user licence agreements applicable to either the services provided with the Goods or the Goods (as applicable).

### 2. TELEPHONE AND ONLINE ORDERING

- 2.1 We may, at Our discretion, accept an order for Goods on the basis of instructions received from You by telephone or online via Our website at [shop.itglobal.com](http://shop.itglobal.com).
- 2.2 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.
- 2.3 You acknowledge and accept that You are responsible for ensuring that all information provided to Us by You when ordering the Goods 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.
- 2.4 Except as provided in clause 8.1 and without prejudice to the generality of clause 8.2, We accept no liability whatsoever and howsoever arising in respect of the Goods or any other 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.

### 3. DELIVERY, TITLE AND RISK

- 3.1 Any time or date stated for delivery is an estimate only. We endeavour to deliver Goods on time but shall not be liable for failure to deliver at any given time.
- 3.2 Risk of loss and damage to the Goods shall pass to You upon delivery to Your nominated address, or upon collection by You or Your agent.
- 3.3 Manufacturing requirements may cause Goods to be delivered by instalments.
- 3.4 Title in the Goods does not pass to You until full payment is received by Us. If payment is not made under the terms of this Contract We shall be entitled, without prejudice to any other rights, to enter upon Your premises, or wherever the Goods are located, and repossess the same.

### 4. ACCEPTANCE OF GOODS

Unless You shall, within 3 days of delivery or collection, inspect the Goods and notify Us, in writing, of any defects found, the Goods shall be deemed to have been accepted by You.

### 5. PRICE AND PAYMENT

- 5.1 The Invoice shall be payable in full and shall become due on demand or as otherwise agreed between You and Us. If payment is agreed in writing to be made by instalments (including for the Payment Term of a Pay Monthly Plan) and You fail to pay any instalment on its due date, We shall be entitled to demand immediate payment of the unpaid balance (including all arrears).
- 5.2 We will charge a Late Payment Fee on any balances which remain unpaid after the due date.
- 5.3 Where We suffer any system issue, administrative error or technical fault, and as a result, the Goods that You have purchased from Us are not added on to Your Invoice, You shall, within 3 months from the date of the Contract (the "Time Limit"), inform Us (by telephone, email or in writing) so that the error can be rectified and payments can start to be taken. Should You fail to inform Us within the Time Limit, We reserve the right to charge for the Goods should We become aware at any point that the cost has not been added on to the Invoice.
- 5.4 The Price of the Goods shall be Our quoted price or, where no Price has been quoted (or a quoted Price is no longer valid), the figure as shown on the Invoice.
- 5.5 All prices quoted in writing are valid for 30 days. Oral quotations are valid only for the period stated, and if no period

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is stated then until 5.30pm on the day upon which they are given.

- 5.6 All Prices for the sale of Goods exclude any charges for transport and insurance which may be applicable.
- 5.7 The Price and/or any additional charges payable under the Contract are exclusive of all sales and other taxes unless stated otherwise.
- 5.8 In addition to charging GST in respect of the supply of Goods 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.
- 5.9 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 Goods, We reserve the right to adjust the Price in order to take account of that increase in Our costs.

## 6. WARRANTY

- 6.1 We warrant that the Goods will be free from defects in materials, workmanship, and design for a period of 12 months from the date of purchase or for such other period as We may stipulated at the time of purchase or otherwise agreed in writing, except in the case where the Goods supplied by Us have been purchased by Us from a third party supplier in which case the manufacturer's warranty only (if any) will apply.
- 6.2 This warranty does not apply to defects resulting from improper use or improper or inadequate installation, maintenance, actions or modifications by unauthorised third parties or You or accidental or wilful damage or failing otherwise to deal with the Goods otherwise than in accordance with Our or the manufacturer's instructions.
- 6.3 We do not give any warranty that the Goods are fit for any particular purpose and all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade, usage, course of dealing or otherwise are excluded to the fullest extent permitted by law.
- 6.4 Unless otherwise agreed between You and Us, We will respond to and deal with fault reports and faults during the warranty period provided always that We will not deal with fault reports and faults arising as a result of lightning damage. Where You contract at the time of purchase for support services commencing at the expiry of the warranty period under clause 6.1, then We will deal with fault reports and faults arising as a result of lightning damage during the warranty period and thereafter in accordance with the terms and conditions of the relevant Support Service contract.
- 6.5 We may require You to provide all reasonable co-operation and assistance to Us as may be necessary or desirable in order to facilitate the maintenance and/or repair of the Goods. We may require You, in appropriate cases, to deliver the Goods or part thereof to Us for inspection, testing and/or repair and to collect the same.
- 6.6 We may, at Our sole discretion, offer You the temporary loan of equipment if it is required that the Goods are repaired during the warranty period in which case the Our Equipment Rental terms and conditions shall apply to the equipment so loaned.
- 6.7 Where We visit Your premises to repair the Goods pursuant to any warranty provided under this Contract, We will charge You for such repair at Our standard man-hour rate as published from time to time.
- 6.8 All and any software patching and/or updates (where applicable) remain Your responsibility unless otherwise agreed with Us. We shall accept no responsibility for any equipment performance issues nor any losses sustained by You which result from any failures in the application of updates/patching. Any failures on Your part to carry out patching/upgrades in accordance with the instructions of the manufacturer, may result in the avoidance of one or more of the above warranties provided in this section.

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

- 7.1 You acknowledge that any and all of the copyright, trademarks, and other intellectual property rights used or subsisting in or in connection with the Goods and any parts thereof are and shall remain Our sole property or such other party as may be identified therein or thereon (the "Owner") and You shall not during or at any time after the completion, expiry or termination of the Contract (or any other contract applicable to the Goods, including but not limited to Our Equipment Purchase Terms and Conditions) in any way question or dispute the ownership thereof by Us or the Owner.
- 7.2 In the event that new inventions, designs or processes evolve in performance or as a result of this Contract, You acknowledge that the same shall belong to Us unless otherwise agreed in writing by Us.
- 7.3 You shall indemnify Us fully against all liabilities, costs and expenses which We may incur as a result of work done in accordance with Your specifications involving infringement of any copyright or other intellectual property right.

## 8. 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, breach of warranty, misrepresentation, tortious act or omission including negligence or otherwise arising under or in connection with the supply of Goods. **Your attention is in particular drawn to these provisions.**

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- 8.1 We do not exclude or restrict liability for death or personal injury resulting from Our own negligence.
- 8.2 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 supply of Goods except as provided in clause 8.1 above. Whilst We will use Our reasonable endeavours to maintain the quality of the maintenance and repair service provided pursuant to the warranty given under clause 6.1 above and to ensure that such services are available at all times, We make no representation or warranty in relation thereto.
- 8.3 Without prejudice to the generality of clauses 8.1 and 8.2, We shall not be liable to You or to any other person for:
- (a) any defect in or poor quality of the Goods;
  - (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;
  - (c) any use of the Goods by 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; or
  - (d) any software update(s) carried out by You.
- 8.4 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 sale or supply of Goods or otherwise and any such insurance cover shall be Your responsibility.
- 8.5 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 Price.
- 8.6 Each provision of this clause shall operate independently of each other provision of this clause.
- 8.7 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 the Goods supplied 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 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.
- 8.8 You acknowledge and accept that the use of mobile telephone handsets or other transmitting devices involves the propagation of and exposure to radiofrequency radiation, which may be harmful. We do not accept liability to You or anyone with respect to the effects of the same.

## 9. 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.

## 10. ASSIGNMENT

- 10.1 You may not assign the Contract without Our prior written consent.
- 10.2 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.

## 11. ENTIRE AGREEMENT

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

## 12. 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.

## 13. GOVERNING LAW

- 13.1 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
- 13.2 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

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of the Royal Court of Guernsey.

## 14. DATA PROTECTION

- 14.1 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/>.
- 14.2 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.

## 15. PAY MONTHLY PLAN

- 15.1 The following terms and conditions, although specific to the Pay Monthly Plan, are in addition to the preceding terms and conditions and must be read in conjunction with them. If there is any conflict between the preceding terms and conditions and the terms and conditions below, the latter will take precedence.
- 15.2 A Pay Monthly Plan is available for any Mobile Device supplied to You where You receive a Mobile Tariff Plan from Us.
- 15.3 You must elect to pay for the Mobile Device over a 12-month or 24-month Payment Term (or such other Payment Term as We may expressly make available in relation to a specific Mobile Device).
- 15.4 We shall advise You prior to the commencement of the Pay Monthly Plan of the monthly payment amounts. We may in Our sole discretion, require You to pay an upfront payment in respect of the Mobile Device in the first month of the Payment Term.
- 15.5 A maximum of four (4) Mobile Devices can be allocated to a single Mobile Tariff Plan. Any additional Mobile Device(s) purchased by You shall require that You agree to additional Mobile Tariff Plan(s) as applicable.
- 15.6 The Invoice for the payment of a Pay Monthly Plan shall be included on Your standard bill.
- 15.7 You must agree to pay a Pay Monthly Plan by Direct Debit for the duration of the Payment Term.
- 15.8 You must agree to receive reporting on your Pay Monthly Plan, including the payments made and the principal sum outstanding, via the MyJT App (available to download to Apple and Android devices at the following links <https://apps.apple.com/us/app/my-jt/id6449707637> <https://play.google.com/store/apps/details?id=com.jtglobal.my.app>) and/or by registering for an account at the following link:: <https://www.jtglobal.com/jthelp/my-account/>.
- 15.9 Upon the expiry of the Payment Term and provided that You have paid to Us the full Price of the relevant Mobile Device then title in the Mobile Device shall pass to You.
- 15.10 At any time during the Payment Term You may complete Your purchase of the relevant Mobile Device by paying Us a sum equal to the remainder of the total Price payable to Us for the balance of the Payment Term. Upon receipt of the full payment of the remainder of the Price by Us, the Pay Monthly Plan shall terminate and title in that Mobile Device shall pass to You.
- 15.11 You must continue to receive the Mobile Tariff Plan for the duration of the Payment Term. For the avoidance of doubt, You may amend the amount that You pay for the Mobile Tariff Plan without affecting the Pay Monthly Plan.
- 15.12 If at any time during the Payment Term You terminate the Mobile Tariff Plan (including by porting Your mobile telephone service to another service provider), then any relevant Pay Monthly Plan shall terminate immediately and You shall pay Us the full remainder of the Price of each relevant Mobile Device for the balance of the Payment Term of that Mobile Device.
- 15.13 If You fail to pay any instalment(s) of the Pay Monthly Plan when due, the provisions of clause 5.1 above shall apply. If 2 or more Pay Monthly Plans are allocated to the same Mobile Tariff Plan, then failure to pay any applicable Invoice in full when due shall be considered a failure to pay the instalments of all Pay Monthly Plans specified on that Invoice, and the provisions of clause 5.1 shall apply to each of those Pay Monthly Plans.
- 15.14 Notwithstanding clause 3.4 above, We shall not accept the return to Us of the relevant Mobile Device in lieu of payment of the outstanding balance owed by You for the remainder of the Pay Monthly Plan.
- 15.15 For the purposes of credit referencing and fraud prevention, We reserve the right prior to commencement of the Pay Monthly Plan and/or Contract and from time to time during the term of the Contract to:
- 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 Pay Monthly Plan or Service and/or to continue to provide Service to You;
  - 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;
  - 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
  - pass on to and share information with other communications service providers and network operators for

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the detection and prevention of theft and fraud.

## 16. NOTICES

- 12.1 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.
- 12.2 Your address for correspondence shall be the contact address as specified in the Application Form 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.
- 12.3 Our address for correspondence in the Bailiwick of Jersey shall be No. 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.
- 12.4 Our address for correspondence in the Bailiwick of Guernsey shall be East Wing, Trafalgar Court Les Banques, St Peter Port, Guernsey, GY1 3PP.