

TERMS OF REFERENCE

JT Business Network and Voice Connectivity Review

For the purpose of these Terms of Reference, “**Data Protection Laws**” means all applicable data protection laws and regulations applicable in any jurisdiction in which Personal Data is being processed pursuant to these Terms of Reference, including the Data Protection (Jersey) Law 2018, the Data Protection (Bailiwick of Guernsey) Law 2017, Regulation 2016/679 (the General Data Protection Regulation) and the UK Data Protection Act 2018 and “**Personal Data**” and the processing thereof shall have the meaning given to those terms in the relevant Data Protection Laws. Any capitalised term not defined in these Terms of Reference shall have the meaning given to it in Our [Definitions](#) Terms and Conditions.

THE REVIEW

1. The JT Business Network and Voice Connectivity Review may be requested by You from **1 April 2025 until 1 June 2025** (the “**Offer Period**”) entails a member of Our engineering team attending Your business premises in Jersey or Guernsey to carry out a review of Your network and voice connectivity free of charge (the “**Review**”) and creating a report with recommendations to improve Your connectivity performance free of charge (the “**Report**”).

REVIEW

2. The Review shall be carried out during the Offer Period within a maximum time period of 1 hour and shall be limited to 1 Review which shall be carried out at only 1 of Your nominated premises. However, You may request a further review at additional premises or a longer, more detailed review at Your premises outside the Offer Period which shall be chargeable at Our standard rates, which may be detailed by Your Account Manager.
3. The Review will be carried out by a member of Our engineering team at Your premises on a date and time agreed in advance with You. However, We will not require the movement or disconnection of any of Your equipment to carry out the Review. We shall use all reasonable endeavours to ensure Our engineer complies with such reasonable site rules and procedures as are notified to Us by You from time to time.
4. We will carry out the Review using the most appropriate method, medium or technologies as decided by Us at Our sole discretion.
5. You may request a Review during the Offer Period via the sign up form available at (**Address**) following Our receipt of which, an Account Manager will contact You and provide options, subject to availability of Our Engineers.

REPORT

6. After We have conducted the Review, Our engineer will compile the Report and send it to Your Account Manager who will be in contact with You to provide You with a copy of the Report and discuss same.
7. You undertake to use the Report only for lawful purposes.
8. The Report may contain a list of improvements that can be made as at the date that the Review is carried out. You acknowledge that there may be a change to the improvements identified and/or further improvements that could be made between the carrying out of the Review and the completion of the Report. You should check all listed improvements and remain vigilant at all times. We shall not be liable for any damages or losses resulting from suggested improvements provided during the carrying out of the Review and delivery of the Report.

GENERAL TERMS

9. We shall perform the Review and draft the Report using reasonable skill and care and in accordance with the Good Industry Practice.
10. By engaging Us to carry out the Review, You voluntarily assume all risks associated with the Review. You acknowledge that We cannot guarantee the absence of any unforeseen issues. We will use all reasonable endeavours to meet the agreed timescales and/or completion dates for provision or completion of the Review and Report or any part of it, however time shall not be of the essence.
11. You acknowledge that the Review and Report is designed to provide You with a of list of improvements that may be made to Your connectivity at a particular point in time and not a comprehensive list of all potential improvements that may be made to Your connectivity.
12. 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 the Review and Report. **Your attention is in particular drawn to these provisions.**
13. We do not exclude or restrict liability for death or personal injury resulting from Our own negligence.
14. We do not exclude or restrict liability for loss or damage suffered by You resulting from Our own fraud or wilful default. Subject always to the specific exclusions of liability set out in clauses 16(a), 16(b) and 16(c) (which shall apply in all cases), We do not exclude or restrict liability for loss or damage suffered by You resulting from Our own gross negligence.
15. Unless otherwise expressly agreed in writing by the parties (in a Service Level Agreement or otherwise), We shall

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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 Review and Report except as provided in clause 13 and 14 above.

16. Without prejudice to the generality of clauses 13, 14 or 15, We shall not be liable to You or to any other person for:
 - (a) 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, even if We have been advised of the possibility of such damages.
 - (b) any of Your use of the Report or 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;
 - (c) any personal data revealed by the completion of the Report and subsequent reports.
17. 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 of the Review and Report or otherwise and any such insurance cover shall be Your responsibility.
18. If any exclusion or limitation of liability contained in this section 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 £100.
19. Each provision of this clause shall operate independently of each other provision of this clause.
20. 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 Report 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 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.