

TERMS AND CONDITIONS

Support Service

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.itgglobal.com. Any capitalised term not defined in these terms and conditions shall have the meaning given to it in Our [Definitions Terms and Conditions](#).

For the purposes of these terms and conditions **“Minimum Contract Period”** means any minimum period in relation to any Equipment specified in any Application Form, Proposal or any Schedule(s) or otherwise a period of 12 months from the Commencement Date. **“Service”** means the service(s) provided with respect to the Equipment comprising fault response and Equipment repair by Us or Our duly appointed agents in accordance with the Service Option chosen in the Application Form or any other service selected by You in the Application Form, where these Conditions are stated to apply. **“Service Boundary”** means the demarcation point beyond which Our responsibilities cease.

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 13.1 and 13.2 hereunder the Contract shall remain in force in relation to particular Equipment for the Minimum Contract Period relating thereto and thereafter shall continue in force until terminated by either party in accordance with clause 13.3 below.
- 1.3 Save where termination is notified by You to Us under clause 13.2 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 13 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 Us or You from terminating the Contract in accordance with clause 13 below.

2. VARIATION

- 2.1 We may from time to time vary the Conditions and Product Description applicable to a Service which variation may relate to, but is not limited to:
 - (a) variation of the Service Charges; and/or
 - (b) cessation of a Service for a particular item or items of Equipment,and will as soon as practicable and in any event not less than 1 calendar month before any such variation is to take effect Publish such variation.
- 2.2 Notwithstanding the above, We may amend, vary or add to all or any of the Service Charges by publishing any such 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 variation to have immediate effect unless stipulated otherwise and may alter the description and associated Service Charges following the addition, removal, upgrade, replacement or repair of an item or items of Equipment by similar notice, subject to clause 3.1 below.
- 2.3 We will apply an annual increase to the Service Charges paid by You under a Contract based on the annual percentage increase (if any) in the All Items Retail Prices Index (RPI) as published by Statistics Jersey or the "all items" RPI as published by the States of Guernsey Data and Analysis Team (as applicable). The increase will be calculated on the basis of the December RPI figure published by the relevant island authority in January of each year (<https://www.gov.je/StatisticsPerformance/BusinessEconomy/Pages/Inflation.aspx> and <https://gov.gg/rpi>) and will be applied in March/April of that year.
- 2.4 Other than as stated above any variations to the Contract shall be made in writing by Us and signed by a duly authorised officer of the same.
- 2.5 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.
- 2.6 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 Service, We reserve the right to adjust the Service Charges in order to take account of that increase in Our costs.

3. SERVICE

- 3.1 Where **Our Equipment** has failed to operate within the manufacturer's design specification as a result of component failure, lightning damage, faulty manufacture or fair wear and tear it will be repaired or replaced by Us, at no additional charge to the Service Charges.
- 3.2 A Service does not cover:

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- (a) faults not affecting the working of the Equipment in accordance with the manufacturer's design specification;
 - (b) repairs required as a result of damage to the Equipment caused other than by Us or Our employees or agents, or any repairs required as a result of handling of the Equipment by You, Your servants or agents;
 - (c) repairs required as a result of any loss of power e.g. loss of electronically stored data or application software;
 - (d) separate items that attach or connect to the Equipment not itemised in the Schedule, including, but not limited to, headphones, cordless telephones and telephone answering machines;
 - (e) replenishment of Consumable Parts;
 - (f) Equipment beyond the Service Boundary;
 - (g) updating or patching of the Equipment's software or firmware where the current software or firmware is not at a level currently supported by the Equipment supplier, or where such updates or patches are not possible due to the Equipment's specification and/or other incompatibility problem, unless stated otherwise in the Product Description; and
 - (h) restoration of Your Equipment's specific configuration data if a valid backup of such data cannot be provided by You.
- 3.3 You, or Your agent, shall report any fault in the Equipment to Us by telephoning the fault reporting number as notified to You from time to time. At the time of reporting the fault You shall provide to Us a contact name and telephone number by and at which You may be contacted for the entire period until the fault is rectified subject to clause 3.1, together with the equipment identification number as detailed in the Schedule for the faulty item or items of Equipment and the nature of the fault. Upon receipt of the fault report We will respond to You in accordance with the Service Option applicable to the item of Equipment as detailed in the Schedule. We, at Our sole discretion, shall deal with the fault report:
- (a) by advising You by advice by telephone as to what checks, tests and rectification works (of a non-technical nature) on the Equipment are to be carried out by You; or
 - (b) by carrying out remote diagnostic checks on the Equipment from premises other than those where the Equipment is installed; or
 - (c) by visiting the premises where the Equipment is installed; or
 - (d) in such other manner as We consider appropriate.
- 3.4 We will respond to a fault reported to Us pursuant to clause 3.3 above in accordance with the Service Option applicable. If the fault is not rectified within the specified response time We will advise You at the contact number of the progress, then being made to correct the fault and will advise of the likely timescale within which the fault will be corrected.
- 3.5 We may, at Our option, in rectifying a fault choose to repair or replace an item of Equipment in whole or in part. Where the Equipment has been purchased by Us, replacement parts supplied and replaced parts that have been removed will become Our property. Whilst replacement parts may differ from those replaced, We shall endeavour to ensure that the same are of similar quality and specification and do not affect the performance of the Equipment.
- 3.6 You may replace Consumable Parts if required and at Your own cost providing the replacements meet or exceed the appropriate specifications defined by the manufacturers of the Equipment.
- 3.7 We may, with Your prior approval, remove all or part of the Equipment from Your premises for inspection, testing and/or repair. Where reasonably practicable, We will endeavour to ensure continuity of service to You.
- 3.8 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 provision of a Service to You. We may require You, in appropriate cases, to deliver Equipment or part thereof to Us for inspection, testing and/or repair and to collect the same.
- 3.9 We shall be allowed to carry out routine inspection and/or testing of the Equipment in accordance with the manufacturer's recommendations, if any, and in accordance with Our practice for that type of equipment. Such inspection/testing will be carried out remotely, or by visiting the premises at which the Equipment is installed, as appropriate.
- 3.10 We reserve the right without cost or penalty to Us, to alter Your telephone number or any other name, code or number allocated from time to time by Us for use in connection with the Equipment. We will use Our reasonable endeavours to give You not less than 6 months' prior notice of any such change.
- 3.11 Where any Cisco spares or Cisco Support Service Option or any other spares-only Service Option is chosen then clauses 3.3(a), 3.3(b), 3.3(c), 3.7, 3.8, 3.9 and 3.12 shall not apply.
- 3.12 Where any remote hands Support Service Option is chosen then clauses 3.1, 3.2(c), 3.3(a), 3.3(b), 3.3(d), 3.4, 3.5, 3.6, 3.7, 3.9, 3.10 and 3.11 shall not apply.
- 3.13 Where any software update Service Option is chosen, then clauses 3.1, 3.5, 3.6, 3.11 and 3.12 shall not apply.
- 3.14 As part of the Service, We will create and securely store a unique password for all equipment, as part of the installation and support process. This password will be securely held and protected by encryption, with controlled access for Our specific engineer employees only, to provide installation services or technical support. This password

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will not be used by Us or Our employees for any other purpose. If you do not wish Us to store this password or You would like Us to delete this password at any time, please inform Us in writing, and ensure that You keep the password securely stored. You will be required to promptly provide this password to Us and any of Our engineers/employees when needed, in order to avoid incurring extra charges.

3.15 Where You select a Service Option as part of Our Connect Smart service then clause 3.1 shall not apply.

4. TELEPHONE ORDERING

4.1 We may, at Our discretion, accept an order for a Service on the basis of instructions received from You by telephone.

4.2 We will use 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 behalf of, 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 by telephone 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 9.1 and without prejudice to the generality of clause 9.2, We accept 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 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 (either generally or in respect of any particular Equipment to which a Service relates) provided to You without penalty and with immediate effect:

- (a) where We are unable to provide the Services for reasons beyond Our control (including the default of failure of co-operation on the part of any other party that provides any part of a Service or upon which We rely in order to provide any part of a Service) or otherwise for reasons not Our fault provided that We will use reasonable endeavours to procure resumption of a Service as soon as reasonably practicable;
- (b) where it is not supported by the manufacturer and in Our reasonable opinion any Equipment is irreparable or due to the age or condition of such Equipment We are reasonably of the view that the provision of a Service in respect of such Equipment is or would be impracticable, unsafe, unduly onerous or uneconomic;
- (c) where We are unable through Our reasonable commercial efforts to procure support, software or replacement parts for any Equipment;
- (d) if You fail to observe or perform the Conditions;
- (e) if We have reasonable grounds to suspect that a Service is being used fraudulently or otherwise illegally; or
- (f) if We have reasonable grounds to believe that You have provided Us with false, misleading or incomplete details about You 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 You applied for a Service or thereafter or that You have failed to tell Us if any of these details have changed.

5.2 Unless We suspend a Service in accordance with clause 5.1(b), then notwithstanding any suspension, limitation or cancellation of a Service 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.

6. CHARGES AND PAYMENT

6.1 In addition to the Service Charges which shall be paid by You for the provision of a Service, We may charge additional sums calculated by reference to the cost of materials and to Our applicable man hour rate for time expended in the case where either at Your request or where deemed reasonably necessary We carry out work which is not covered by a Service. For example, We may make extra charges where:

- (a) We respond to a fault report and no fault is found to exist or the fault reported is not one covered by a Service;
- (b) We work at Your request outside of the hours of a Service;
- (c) We correct any defect or fault caused by You or Your agent;
- (d) We replace Consumable Parts;
- (e) We repair the Equipment following damage caused other than by Us, Our employees or agents, subject to clause 3.1; or
- (f) performance of Our obligations is made more difficult or costly by breach of Your obligations under the Contract;

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

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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 the Service or thereafter, liability for the Service Charges and/or any additional sums relating to a Service shall be joint and several.
- 6.4 Service Charges and/or 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 We shall be entitled to demand immediate payment of the unpaid balance (including all arrears).
- 6.5 We will charge a Late Payment Fee on any balances which remain unpaid after the due date.
- 6.6 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) care for and operate the 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) not tamper with, modify, or interfere with any Equipment items or any associated wiring, without Our written consent;
- (c) promptly notify Us of any fault with the Equipment;
- (d) comply with Our reasonable requests for assistance in order to diagnose existing or potential faults;
- (e) allow Us full and convenient access at all times during which a Service operates and at all other reasonable times;
- (f) be responsible for all damage or loss caused to Us by misuse of the Equipment other than due to Our acts or omissions and those of Our employees, agents and/or subcontractors;
- (g) not connect any equipment to any Equipment without first obtaining Our written consent, such consent not to be unreasonably withheld. If such connection makes Our obligations under the Contract more onerous, We may increase the Service Charges;
- (h) only use Our Equipment in accordance with applicable law and Our instructions;
- (i) use Our Equipment only with compatible equipment that is in good working order;
- (j) allow only Our representatives to add to, modify, or alter Our Equipment;
- (k) connect Equipment to the Network only using a JT-approved network termination point;
- (l) return Our Equipment to Us upon termination of the Service or upon its replacement by Us;
- (m) take all reasonable and proper precautions to protect the health and safety of Our personnel while on Your premises; and
- (n) promptly advise Us in writing of any change of billing address, contact address or contact number.

8. ASSIGNMENT

- 8.1 You may not assign the Contract without Our prior written consent, such consent not to be unreasonably withheld.
- 8.2 We reserve the right to assign all or part of the Contract to any person upon giving You at least 28 days' prior notice.
- 8.3 Whilst remaining responsible for the provision of a Service, We reserve the right, at Our discretion, to appoint agents and/or to or subcontract any of Our obligations hereunder (and to require You to deal with such agents and/or subcontractors) in which case references in these terms and conditions to Us shall be construed, *mutatis mutandis*, as being to Us or Our agents or subcontractors. Subject to the provisions of clause 9, We shall remain liable for the actions or omissions of any such subcontractor.

9. 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.**

- 9.1 We do not exclude or restrict liability for death or personal injury resulting from Our own negligence.
- 9.2 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 You and Us, We shall not be liable to You or to any other person for any

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loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the provision of a Service except as provided in clause 9.1 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.

- 9.3 Without prejudice to the generality of clauses 9.1 or 9.2, 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 clause 9.1 and 9.2, We shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 days) unless otherwise specified in any relevant Service Level Agreement;
 - (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 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.
- 9.4 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.
- 9.5 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 1 event or series of events shall in any event be limited to the Service Charges payable by You for the Minimum Contract Period.
- 9.6 Each provision of this clause shall operate independently of each other provision of this clause.
- 9.7 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 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.

10. 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 a Service) and national and/or civil emergencies.

11. ENTIRE AGREEMENT

The 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.

12. 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.

13. TERMINATION

- 13.1 The Contract may be terminated immediately by Us without penalty to Us if You:
- (a) subject to Us having given You not less than 7 days' prior written notice of default and You having not remedied such default within 7 days, fail to pay when due any sum payable under the Contract or any other agreement or contract made between You and Us;
 - (b) fail to satisfy Us with regard to any credit check undertaken in respect of You;

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- (c) 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;
- (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 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 to a Service other than Type Approved Equipment; or
- (l) enter into a contract with another telecommunications provider for part of a Service and such contract is suspended or terminated.

13.2 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 at least 14 days' written notice without further obligation; or
- (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 serves written notice on Us in relation to such breach, by giving Us written notice of such termination.

13.3 Subject to clauses 1.2, 13.1 and 13.2 We or You 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 Your or Our case at least 1 calendar month's written notice prior to the effective date of the purported termination of the Contract shall be required and such termination shall not affect any rights of either You or Us to enforce any term hereof which right has accrued prior to the effective date of termination.

14. 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.

15. GOVERNING LAW

15.1 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 You and We hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.

15.2 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 You and We hereby submit to the exclusive jurisdiction of the Royal Court of Guernsey.

16. DATA PROTECTION

16.1 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/>.

16.2 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.