

JERSEY TELECOM EQUIPMENT RENTAL

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 0800 735 2345 or E-Mail businesssolutions@jerseytelecom.com

1. DEFINITIONS

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

- 1.1. "Additional Services" means any telephone lines or other services provided to the Customer as detailed in any Application Form.
- 1.2. "Application Form" means a completed application or quotation or proposal form detailing the Equipment to be rented from Jersey Telecom and any Additional Services to be provided, as signed by the Customer and returned to Jersey Telecom.
- 1.3. "Commencement Date" means the date the Contract comes into force in relation to particular Equipment, being the commencement date specified in any Application Form or the date when Jersey Telecom accepts an order for the Service and / or Equipment made by the Customer by or the date of commissioning of such Equipment, whichever is earlier.
- 1.4. "Conditions" means these terms and conditions, any Application Form and Product Description and any written variations thereto.
- 1.5. "Contract" means the agreement made between the Customer and Jersey Telecom for the supply, by way of rental, of Equipment by Jersey Telecom to the Customer which agreement is governed by the Conditions.
- 1.6. "Customer" means the person or persons named in the Application Form.
- 1.7. "Equipment" means the equipment supplied to the Customer by Jersey Telecom pursuant to the Contract, as specified in the Application Form.
- 1.8. "GST" means Goods and Services Tax charged, where applicable, by Jersey Telecom to the Customer at a rate of 3% of 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. "Invoice(s)" means the document from time to time sent by Jersey Telecom to the Customer demanding payment for the rental of the Equipment.
- 1.10. "Jersey Telecom" means Jersey Telecom Limited having its office at P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey, JE4 8PB, its successors or assigns as notified to the Customer from time to time.
- 1.11. "Jersey Telecom group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.12. "Minimum Contract Period" means any minimum period associated with any Equipment or such longer period as may be specified in relation thereto in any Application Form or otherwise a period of 12 months commencing from the Commencement Date.
- 1.13. "Product Description" means any description and any technical specification of the Service, together with any applicable Service Level Agreement, as available from Jersey Telecom's offices or On-line or as provided to the Customer.
- 1.14. "Rental Charge" means the periodic payments charged by Jersey Telecom for use of the Equipment.
- 1.15. "Service" means the rental of Equipment and / or any other services or equipment as specified in the Application Form or ordered by the Customer by telephone or otherwise provided in connection herewith or pursuant hereto.
- 1.16. "Service Charges" means any Rental Charge and / or any other charges, including GST where applicable, associated with the connection, installation or rental of the Equipment.
- 1.17. "Service Level Agreement" means a service level agreement made between Jersey Telecom and its Customers together with any schedule(s) and/or any Customer-specific service level agreement, relating to the level or type of support and customer service that Jersey Telecom agrees to provide to its Customers or a particular Customer (as applicable) for the relevant service(s) provided or equipment supplied to Customer(s), the terms of which together with any amendments, variations or additions thereto, are published from time to time and available from the offices of Jersey Telecom.
- 1.18. "Support Service" means the service made available by Jersey Telecom for the maintenance, care or replacement of equipment of customers, on the terms of the Jersey Telecom Support Service Terms and Conditions published from time to time.

1.19. "Type Approved Equipment" means any apparatus, which has been approved by the British Approvals Board for Telecommunications (BABT) or approved by Jersey Telecom for use in connection with the Service.

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 particular Equipment on the Commencement Date relating to such Equipment.
- 2.2. Subject to the provisions of sub-clauses 15.1 and 15.2 hereunder the Contract shall remain in force for the Minimum Contract Period and thereafter shall continue in force until terminated by either party in accordance with sub-clause 15.3 below.
- 2.3. Save where termination is notified by the Customer to Jersey Telecom under sub-clause 15.2 below if the Customer terminates the Contract during the Minimum Contract Period the Customer shall pay a sum equal to the Service Charge and any extra charges which would have been payable to Jersey Telecom for the balance of the Minimum Contract Period.
- 2.4. Nothing in this clause shall prevent either party from terminating the Contract in accordance with clause 15 below.
- 2.5. Subject to the Conditions rental of Equipment shall not cease until its receipted return to Jersey Telecom or, where disconnection by Jersey Telecom is required, notice of cancellation is received by Jersey Telecom, or upon purchase of such equipment by the Customer.
- 2.6. Receipt by Jersey Telecom of the Equipment does not waive any claims that Jersey Telecom may have against the Customer for patent, latent or hidden damage to the Equipment.
- 2.7. Upon expiry or cancellation of the Contract the Customer shall deliver or make available for collection the Equipment to Jersey Telecom.

3. VARIATION

- 3.1. Jersey Telecom may from time to time amend, vary or add to the Conditions and any Product Description applicable to the Service and will as soon as practicable and in any event not less than one calendar month before any such amendment, variation or addition is to take effect give notice of such variation On-line and / or at Jersey Telecom's office.
- 3.2. Notwithstanding the above, Jersey Telecom may amend or vary all or any of the Service Charges by publishing any such amendment or variation in a schedule of tariffs to be displayed and / or available at Jersey Telecom's office and / or On-line and / or notified to the Customer such amendment or variation to have immediate effect unless stipulated otherwise.
- 3.3. Other than as stated above, any amendments, variations or additions to the Contract shall be made in writing by Jersey Telecom and signed by a duly authorised officer of the same.
- 3.4. Save as herein expressly provided no servant or agent of Jersey Telecom 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.

4. THE SERVICE

- 4.1. Jersey Telecom shall rent Equipment and provide the Service to the Customer 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.
- 4.2. Where Jersey Telecom provides other services to the Customer in connection with the Equipment (for example, but not limited to, the installation, configuration or programming of the Equipment), then, as the case may be, the Jersey Telecom General Services Terms and Conditions shall apply to such other services as provided to the Customer.
- 4.3. Unless otherwise selected by the Customer in an Application Form or communicated by the Customer when the order was made by telephone, Jersey Telecom will, as part of the Service, provide the Support Service in respect of rented Equipment on the terms and conditions of its Support Service (which terms and conditions shall be deemed to apply to the Support Service provided pursuant hereto) at Enhanced Care level, which service shall commence at the Commencement Date. Where any conflict arises as between these Conditions and the terms and conditions governing such support services these Conditions shall prevail.
- 4.4. Unless otherwise marked on an Application Form or any Product Description it shall be the Customer's responsibility to deliver to, and collect from Jersey Telecom the Equipment in

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- accordance with Jersey Telecom's instructions for maintenance and / or repair.
- 4.5. Jersey Telecom may, at its sole discretion, offer the Customer the temporary loan of equipment if the Equipment is being repaired in which case the Conditions shall apply to the equipment so loaned.
- 5. TELEPHONE ORDERING**
- 5.1. Jersey Telecom may, at its discretion, accept an order for Service, the Equipment and / or any Additional Services on the basis of instructions received from the Customer by telephone.
- 5.2. Jersey Telecom 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 confirmation during the course of the telephone instructions that the person 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 all information provided to Jersey Telecom by the Customer when ordering the Service, the Equipment and / or any Additional Services by telephone is accurate, complete and not misleading in any way whatsoever and Jersey Telecom shall be entitled to accept that such information is accurate, complete and not misleading.
- 5.4. Except as provided in clause 11.2 and without prejudice to the generality of clause 11.3, Jersey Telecom accepts no liability whatsoever and howsoever arising in respect of the Service or any other additional services provided or terminated or any action taken or not taken in reliance of telephone instructions received by Jersey Telecom and the Customer shall be responsible for all and any sums payable under these Conditions.
- 6. SUSPENSION OF THE SERVICE**
- 6.1. Jersey Telecom may (without prejudice to any other right or remedy) suspend limit or cancel the Service to the Customer without penalty and with immediate effect:
- 6.1.1. during any technical failure, modification or maintenance of the Service or where it is unable to provide the Service for reasons beyond its control or otherwise for reasons not its fault provided that Jersey Telecom will use its reasonable endeavours to procure resumption of the Service as soon as reasonably practical;
- 6.1.2. where Jersey Telecom is unable through its reasonable efforts to procure any requisite support, software or replacement parts necessary in connection with the provision of the Services;
- 6.1.3. if the Customer fails to observe or perform the Conditions.
- 6.2. Notwithstanding any suspension of the Service under this clause the Customer shall remain liable for all charges due hereunder throughout the period of suspension unless Jersey Telecom at its sole discretion determines otherwise but the Customer shall not be liable for any line rental charge for any period beyond a seven day period of suspension.
- 7. CHARGES AND PAYMENT**
- 7.1. The Service Charge shall comprise any connection charge for the Service, whether initial or after suspension, and Rental Charge (payable in advance) for the Service where such charges depend on the relevant service options selected in an Application Form or ordered by telephone.
- 7.2. In addition to charging GST in respect of the supply of Services, Jersey Telecom 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 Service Charges and/or any additional sums relating to the Service shall be joint and several.
- 7.4. Where the Customer requests work to be carried out which is not included in the Service Charge Jersey Telecom may charge additional sums. Jersey Telecom will, for example, make extra charges where:
- 7.4.1. it installs additional wiring at the Customers premises other than that required to provide the Service;
- 7.4.2. it repairs or traces a defect or fault to any wiring owned or maintained by the Customer that is used in conjunction with the Equipment;
- 7.4.3. it repairs the Equipment where such repair is not covered by any other agreement between Jersey Telecom and the Customer;
- 7.4.4. it responds to a fault report and no fault is found to exist;
- 7.4.5. repair of a fault reported by the Customer is made more difficult or costly by breach of the Customer's obligations under the Contract;
- 7.4.6. it corrects any defect or fault caused by the Customer or anyone using the Equipment;
- 7.4.7. it repairs the Equipment if it is damaged other than by Jersey Telecom, its employees or agents.
- 7.5. Service Charges and/or any additional sums are payable in full on demand or as otherwise agreed between the Customer and Jersey Telecom. 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 Jersey Telecom shall be entitled to demand immediate payment of the unpaid balance (including all arrears).
- 7.6. Jersey Telecom 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. The Service Charges made in relation to the Equipment and / or Additional Services shall be Jersey Telecom's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Jersey Telecom's published price list then current and in any case as shown on the Invoice.
- 7.8. All prices quoted in writing are valid for 30 days. Oral quotations are valid only for the period stated, and if no period is stated then until 5.30pm on the day upon which they are given.
- 7.9. All Service Charges for the rental of Equipment exclude any charges for transport and insurance which may be applicable.
- 7.10. The Service Charges and any additional charges payable under the Contract are exclusive of all sales and other taxes.
- 7.11. If payment is not made under the terms of the Contract Jersey Telecom shall be entitled, without prejudice to any other rights, to enter upon the premises at which the Equipment is installed and re-possess the same.
- 7.12. At any time after the Minimum Contract Period the Customer may request of Jersey Telecom and Jersey Telecom may, at its option, offer to the Customer a purchase price for the Equipment or part thereof. Equipment is purchased pursuant to this clause on an "as is" basis and no warranties written or implied are given by Jersey Telecom to the Customer or anyone with respect to the same.
- 8. OBLIGATIONS OF THE CUSTOMER**
- 8.1. The Customer shall:
- 8.1.1. only use, make use of, cause, allow or permit to be used, care for and operate the items of Equipment in accordance with Jersey Telecom's and manufacturer's instructions provided to it in writing and to use the Equipment only for a purpose for which it was designed;
- 8.1.2. promptly notify Jersey Telecom of any fault with the Equipment;
- 8.1.3. comply with Jersey Telecom's reasonable requests for assistance in order to diagnose existing or potential faults;
- 8.1.4. allow Jersey Telecom full and convenient access to the Equipment at all times during which the Support Service operates and at all other reasonable times;
- 8.1.5. be responsible for all damage or loss caused to Jersey Telecom or third parties by misuse of the Equipment other than due to the acts or omissions of Jersey Telecom its employees, agents and / or subcontractors;
- 8.1.6. take all reasonable and proper precautions to protect the health and safety of Jersey Telecom's personnel while on the Customer's premises;
- 8.1.7. promptly advise Jersey Telecom in writing of any change of billing address, contact address or contact number;
- 8.1.8. be responsible for any remedial and / or decorative works after installation of the Equipment or associated wiring;
- 8.1.9. obtain at its own expense, all-risk insurance to cover the replacement cost of the Equipment whilst the same is in the control of the Customer. The Equipment must be insured by the Customer at the time of delivery.
- 8.1.10. provide, if necessary and at their own cost, a suitable power supply, connection points and / or earthing point, acceptable to Jersey Telecom, for use with the Service.
- 8.2. The Customer shall not:

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- 8.2.1. tamper with, deface, move, modify or interfere with the Equipment or any associated wiring, without the written consent of Jersey Telecom;
- 8.2.2. connect any other equipment to the Equipment without first obtaining the written consent of Jersey Telecom. If such connection makes Jersey Telecom's obligations under the Contract more onerous, Jersey Telecom may increase the Charges;
- 8.2.3. use the Equipment for any illegal purpose or in breach of any licence applicable to the Customer;
- 8.2.4. sub-lease or loan the Equipment, which shall at all times remain under the exclusive control of the Customer.
- 9. DELIVERY, TITLE AND RISK**
- 9.1. Any time or date stated for delivery is an estimate only. Jersey Telecom endeavours to deliver Equipment on time but shall not be liable for failure to deliver at any given time.
- 9.2. Where appropriate the Equipment will be delivered to the Customer's nominated address whereupon the risk of loss and all damage shall pass to the Customer. Where Equipment is collected by the Customer the risk of loss and all damage shall pass to the Customer upon collection.
- 9.3. Manufacturing requirements may cause Equipment to be delivered by instalments.
- 9.4. The Customer acknowledges that title in the Equipment, replacement part or parts remains with Jersey Telecom at all times whilst the Equipment is rented and the Customer agrees to keep the same free of all encumbrances, charges and liens.
- 10. ASSIGNMENT**
- 10.1. The Customer may not assign the Contract without the prior written consent of Jersey Telecom.
- 10.2. Jersey Telecom reserves the right to assign all or part of the Contract to any person and / or to sub-contract any of its obligations hereunder upon giving 28 days notice to the Customer.
- 11. EXCLUSION AND LIMITATION OF LIABILITY**
- 11.1. The following provisions set out Jersey Telecom'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 the Service. **The Customer's attention is in particular drawn to these provisions.**
- 11.2. Jersey Telecom does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- 11.3. Except to the extent provided in the Service Level Agreement or any other document or agreement and except as otherwise expressly agreed in writing by the parties, Jersey Telecom 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 the Service except as provided in 11.2 above. Whilst Jersey Telecom will use its reasonable endeavours to maintain the quality of the Service and to ensure that the Service is available at all times it makes no representation or warranty in relation thereto.
- 11.4. Without prejudice to the generality of 11.2 or 11.3, Jersey Telecom 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 the Service or any website or e-mail address (and without prejudice to the generality of the foregoing and 11.2, Jersey Telecom 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 Jersey Telecom) whether direct, indirect, foreseeable or unforeseeable;
- 11.4.3. any use of the Service by or activities of the Customer, 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.
- 11.5. Jersey Telecom 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 the 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 Jersey Telecom becomes liable for any loss or damage, the Customer (acknowledging that Jersey Telecom is not able to evaluate any potential loss to the Customer) agrees that Jersey Telecom's liability shall in any event be limited to the Service Charges payable by the Customer for the Minimum Contract Period for any one event or series of events.
- 11.7. Each provision of this clause shall operate independently of each other provision of this clause.
- 11.8. The Customer agrees to indemnify Jersey Telecom and hold Jersey Telecom 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 Jersey Telecom by any third party located in any jurisdiction arising from any use of the Service provided to the Customer (by either the Customer or any other party) constituting any unlawful act or otherwise giving rise to any liability. The Customer shall immediately notify Jersey Telecom in writing of any such claims of which it becomes aware. The Customer further agrees to offer all reasonable assistance to Jersey Telecom in defending such claims at the sole expense of the Customer.
- 12. FORCE MAJEURE**
- Jersey Telecom 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, 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 party for whom Jersey Telecom is not responsible (including any other telecommunications provider that provides part or parts of the Service) and national and / or civil emergencies.
- 13. ENTIRE AGREEMENT**
- The Conditions supersede all prior oral or written communications regarding the Service and contain the whole agreement between the parties relating to the Service, unless specifically stated otherwise in these Conditions or 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, facsimile 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 specified in any Application Form or communicated by the Customer when the order for Services was made by telephone or an address notified to Jersey Telecom 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. Jersey Telecom's address for correspondence shall be P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.
- 14.4. Jersey Telecom's facsimile number for notice by facsimile (with confirmation by post or delivery) shall be 01534 882883.
- 15. TERMINATION**
- 15.1. The Contract may be terminated immediately by Jersey Telecom if the Customer;
- 15.1.1. fails to satisfy Jersey Telecom 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 Jersey Telecom;
- 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 Jersey or elsewhere;
- 15.1.4. fails to observe or perform the Conditions of the Contract or the conditions of any other agreement or contract made between the Customer and Jersey Telecom and fails to remedy such breach as soon as possible and in any event within 28 days after the date that Jersey Telecom serves written notice on the Customer in relation to such breach;
- 15.1.5. uses the Service provided in accordance with the Contract in a manner which is unsafe or which has not been approved by Jersey Telecom in accordance with the Conditions or otherwise within its statutory powers;
- 15.1.6. makes improper use, within the meaning of Article 51 of the Telecommunications (Jersey) Law 2002, or any amendment

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or supervening law thereto, of the Service provided in accordance with the Conditions;

- 15.1.7. does or allows to be done anything which in Jersey Telecom's opinion will or may have the effect of jeopardising the operation of the telecommunications system provided by Jersey Telecom to any of its customers;
 - 15.1.8. connects equipment to the Service other than Type Approved Equipment;
 - 15.1.9. enters into a contract with another telecommunications operator for part of the Service and such contract is suspended or terminated.
- 15.2. The Contract may be terminated by the Customer if:
- 15.2.1. Jersey Telecom unreasonably exercises its rights of variation or suspension under the Contract, by the Customer giving written notice to Jersey Telecom within 14 days of the notice of variation or suspension;
 - 15.2.2. Jersey Telecom exercises its rights of variation of the technical specification of the Service such that performance of the same is materially degraded, such termination to be on 14 days written notice without further obligation;
 - 15.2.3. Jersey Telecom 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 Jersey Telecom in relation to such breach, by giving written notice to Jersey Telecom 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 written notice of its intention to do so; in the case of the Customer of at least one calendar month and in the case of Jersey Telecom at least six calendar months 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.

16. SEVERANCE

- 16.1. 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.

17. GOVERNING LAW

- 17.1. The Contract 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.

18. DATA PROTECTION

- 18.1. Jersey Telecom will not without the Customer's written consent disclose information provided to it by the Customer for the purposes of the Agreement to anyone other than (i) members of the Jersey Telecom group or (ii) subject to the relevant Data Protection legislation, third party sub-contractors or agents engaged by Jersey Telecom, such disclosure being made in either case in order for it to be able to provide the Customer with the Service.
- 18.2. Jersey Telecom adheres to strict data protection policies in accordance with the Data Protection (Jersey) Law 2005, details of which policies are included in the Consumer Code of Practice which can be found On-line at www.jerseytelecom.com.
- 18.3. Jersey Telecom 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.