

JERSEY TELECOM EXCHANGE LINE SERVICE

TERMS AND CONDITIONS

These terms and conditions are important and should be read carefully. If you have any queries regarding these terms and conditions please telephone 0800 735 2345 or e-mail businesssolutions@jerseytelecom.com. The latest version of these terms and conditions can also be downloaded from www.jerseytelecom.com

1. DEFINITIONS

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

- 1.1. "Application Form" means the completed application form for the Service as signed by the Customer and submitted to Jersey Telecom.
- 1.2. "Call" means the sending and / or receiving of a signal (electromagnetic or otherwise) over the Telephone Line.
- 1.3. "Conditions" means these terms and conditions, the Application Form and Product Description and any amendment, variation or addition thereto.
- 1.4. "Contract" means the agreement made between the Customer and Jersey Telecom for the provision of a Service which agreement is governed by the Conditions.
- 1.5. "Customer" means the person or persons named in the Application Form.
- 1.6. "Customer Equipment" means any apparatus used by the Customer to connect to or make use of the Service.
- 1.7. "Directory" means any listing of names and related postal addresses, telephone numbers and / or e-mail addresses as compiled by Jersey Telecom and deliverable in paper copy, On-line or on or by other media.
- 1.8. "Directory Enquiries" means any service accessible by the public whereby the telephone number of the Customer can be obtained by the giving of a name and / or address and / or e-mail address.
- 1.9. "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.
- 1.10. "ISDN" means the Integrated Services Digital Network.
- 1.11. "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.
- 1.12. "Jersey Telecom group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.13. "Minimum Contract Period" means:
 - 1.13.1. a period of twelve months from the commencement of the Contract; or
 - 1.13.2. any remaining minimum contract period relating to the Service in the case where the Customer has taken over the Service, without break or without alteration of the Service by Jersey Telecom, from another customer.
- 1.14. "NTP" means the Network Terminating Point(s), which is supplied, installed, maintained and owned by Jersey Telecom to enable the termination of any cables which are used to deliver the Service to the Premises.
- 1.15. "NTU" means the master Network Terminating Unit which is supplied, installed and maintained by Jersey Telecom and connected to the NTP to allow connection of Customer Equipment to the Service.
- 1.16. "On-line" means accessible over the world wide web ("the Internet") at Jersey Telecom's site at www.jerseytelecom.com or such other site as may be notified from time to time.
- 1.17. "PIN" means Personal Identification Number.
- 1.18. "Premises" means those premises or locations at which the Service is to be provided under the Contract.
- 1.19. "Product Description" means the 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.
- 1.20. "PSTN" means the Public Switched Telecommunications Network.
- 1.21. "Reasonable Use Policy" means any policy relating to the expected use of the Service by the Customer as available from Jersey Telecom's offices or On-line or as provided to the Customer.
- 1.22. "Service" means the provision by Jersey Telecom to the Customer of a Telephone Line or lines and / or Telecommunications Apparatus enabling the Customer to connect to the PSTN and / or ISDN and any associated basic Directory listing; or any other service selected by the Customer to be supplied by Jersey Telecom, where these Conditions are stated to apply.
- 1.23. "Service Charges" means the sums, including GST where applicable, charged to the Customer by Jersey Telecom for the provision and use of the Service.
- 1.24. "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 On-line or at Jersey Telecom's offices.

- 1.25. "Telecommunications Apparatus" means any apparatus, equipment or wiring used to deliver the Service to the Premises, up to and including the NTP, or as otherwise identified by Jersey Telecom.
- 1.26. "Telephone Line" means the connection between the telephone exchange forming part of the PSTN / ISDN provided by Jersey Telecom and the NTP.
- 1.27. "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 and shall be deemed to apply when the Application Form has been received and accepted by Jersey Telecom or, where a request for the Service is made by the Customer to Jersey Telecom by telephone, the date when the order is made and accepted by Jersey Telecom or, in any other case, the date the Service is provided to the Customer.
- 2.2. Subject to the provisions of clauses 15.1 and 15.2 below, 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 clause 15.3 below.
- 2.3. Save where termination is notified by the Customer to Jersey Telecom under 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.

3. VARIATION

- 3.1. Jersey Telecom may from time to time amend, vary or add to the Conditions and 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, 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 Jersey Telecom's office and / or On-line such amendment, variation or addition to have immediate effect unless stipulated otherwise.
- 3.3. Except as otherwise stated, any variations to the Contract may 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. The Service does not include the provision of Customer Equipment unless specified on the Application Form. If Customer Equipment is provided by Jersey Telecom as part of the Service then Jersey Telecom Equipment Rental Terms and Conditions will apply to the Customer Equipment.
- 4.2. Where part or parts of the Service will be provided and / or supported by a telecommunications provider other than Jersey Telecom, Jersey Telecom shall not be responsible for those parts so provided.
- 4.3. Jersey Telecom reserves the right to amend, vary or add to the technical specification of the Service at any time.
- 4.4. Jersey Telecom will deliver the Service to the Premises using the most appropriate method, medium or technologies as decided by Jersey Telecom at its sole discretion.
- 4.5. The NTP and the NTU will normally be installed at the same location in the Premises. The NTU can only be installed at an alternative location within the Premises if the Customer provides additional wiring to that location at its own expense, which conforms to the relevant standards required by Jersey Telecom.
- 4.6. Customer Equipment must only be connected to the Service via the NTU.
- 4.7. Jersey Telecom is not responsible for the provision and / or maintenance of extension wiring and / or additional socket outlets. Such extension wiring and / or socket outlets where provided must conform to the relevant standards required by Jersey Telecom and must only be connected to the Service via the NTU.

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- 4.8. The Customer may replace the NTU that is supplied and installed by Jersey Telecom at the Customer's own expense in which case any such replacement NTU will not be maintained by Jersey Telecom provided always that the replacement NTU meets Jersey Telecom's specifications for connection to the Service.
- 4.9. Jersey Telecom reserves the right, without cost or penalty to itself, to alter the names, codes or numbers allocated from time to time by Jersey Telecom for use in connection with the Service and all and any such names, codes or numbers remain the property of Jersey Telecom.
- 4.10. Jersey Telecom does not guarantee that the Service will enable the Customer to make a Call to all destinations available on the PSTN and ISDN or that a Call can be made to the access numbers associated with the Service from all points of access to the PSTN and ISDN.
- 4.11. Jersey Telecom does not guarantee that all facilities accessible via the PSTN and ISDN will be available to the Customer.
- 4.12. The whole of the Telecommunications Apparatus shall remain the property of Jersey Telecom and shall solely and exclusively be maintained, replaced and / or moved by Jersey Telecom.
- 4.13. Where by reason of a fault with the PSTN, ISDN or Telecommunications Apparatus the Service has failed to operate in accordance with the Product Description Jersey Telecom will, at no additional charge to the Service Charge, repair the same in accordance with the appropriate Service Level Agreement unless any part of the Telecommunications Apparatus located at the Premises is damaged or tampered with by persons other than Jersey Telecom its employees or agents, when an extra charge for repair may be made to the Customer.
- 4.14. The Customer acknowledges and accepts that provision of the Service may involve the carriage of a high intensity light source or electric current which energies are dangerous and may cause permanent injury if not handled properly.
- 4.15. Where the Customer comprises more than one person Jersey Telecom reserves the right to provide information with respect to the Service provided to the Customer to any of the persons named in the Application Form or, where an order for the Service is made by the Customer to Jersey Telecom by telephone, any of the person(s) named as a prospective Customer when the order for the Service was communicated to Jersey Telecom.
- 4.16. Jersey Telecom reserves the right to disclose the name, address, telephone and / or facsimile numbers and / or e-mail address of the Customer to any person making any complaint or enquiry in relation to use of the Service, or in an emergency, to the emergency services.
- 4.17. The Customer acknowledges that Jersey Telecom is unable to exercise control over the content of data made available to, accessed by, transmitted by or published by the Customer and undertakes to use the Service only for lawful purposes.
- 5. TELEPHONE ORDERING**
- 5.1. Jersey Telecom may, at its discretion, provide the Service or additional services to the Customer in conjunction with or related to the Service and / or terminate the provision of the Service or any such services to the Customer, and / or take or not take any other action relating to the Customer on the basis of instructions received 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 or any relevant 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. CUSTOMER DETAILS AND DATA PROTECTION**
- 6.1. The Customer may, by notifying Jersey Telecom in writing either on the Application Form or to Jersey Telecom's office, ask Jersey Telecom not to list the Customer. Where the Customer is "Not Listed" Jersey Telecom shall not publish the Customer name, corresponding postal address, telephone number(s) or e-mail address in the Directory, or On-line (including, but not limited to the Internet) or to make the same available to third parties for related services or through Directory Enquiries or where the Customer was previously "Listed" shall remove the reference as soon as reasonably practicable.
- 6.2. Unless notified in accordance with clause 6.1 above, the Customer will be "Listed" and Jersey Telecom will publish the Customer name, corresponding postal address, telephone number(s) and e-mail address in the Directory and / or On-line (including, but not limited to the Internet), and make the same available to third parties for related services or through Directory Enquiries
- 6.3. Where the Customer requests Jersey Telecom to provide Directory entries or advertising services in connection with the Service which are not a basic Directory listing, for example, but not limited to, bold or superbold text entries or classified advertising entries, such additional Directory entries or advertising services shall be provided under Jersey Telecom's Advertising and Listing Terms and Conditions as published On-line from time to time.
- 6.4. By accepting these Conditions the Customer agrees to allow Jersey Telecom, in accordance with the relevant Data Protection legislation, to arrange for and / or to send to the Customer advertising and promotional material relating to other Jersey Telecom services or products or third party products or services as chosen by Jersey Telecom.
- 6.5. The Customer may withdraw such permission as given above in clause 6.4 by notifying Jersey Telecom in writing either on the Application Form or to Jersey Telecom's office.
- 6.6. Save as stated in Clause 4 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.
- 6.7. 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.
- 6.8. 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.
- 7. SUSPENSION OF THE SERVICE**
- 7.1. 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:
- 7.1.1. 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; or
- 7.1.2. if the Customer fails to observe or perform the Conditions; or
- 7.1.3. If Jersey Telecom has reasonable grounds to suspect that the Service is being used fraudulently or otherwise illegally.
- 7.2. 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.
- 8. CHARGES AND PAYMENT**
- 8.1. The Service Charges 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 the Application Form and charges for Calls.
- 8.2. 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.
- 8.3. 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.
- 8.4. Where the Customer requests additional services to be used in conjunction with the Service Jersey Telecom may charge additional sums. Such services include, but are not limited to: Operator Services, Full Call Itemisation, Direct Dial In and additional Jersey Telephone Directory entries.

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- 8.5. 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:
- 8.5.1. it installs additional wiring at the Customers premises other than that required to provide the Service;
 - 8.5.2. it repairs or traces a defect or fault to any wiring owned or maintained by the Customer that is used to extend the location of the NTU remotely from the NTP;
 - 8.5.3. it repairs any Customer Equipment where such repair is not covered by any other agreement between Jersey Telecom and the Customer;
 - 8.5.4. it responds to a fault report and no fault is found to exist;
 - 8.5.5. repair of a fault reported by the Customer is made more difficult or costly by breach of the Customer's obligations under the Contract;
 - 8.5.6. it corrects any defect or fault caused by the Customer or anyone using the Service;
 - 8.5.7. it repairs Telecommunications Apparatus located at the Premises that is damaged other than by Jersey Telecom, its employees or agents.
- 8.6. 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).
- 8.7. Jersey Telecom reserves the right to request the payment of a surety deposit from the Customer, such surety deposit to be used by Jersey Telecom in the event that the Service Charges are not paid by the customer pursuant to 8.5. Jersey Telecom will repay any such surety deposit to the Customer when the Customer has established a satisfactory payment history for the Service at Jersey Telecom's sole determination or when the Service is terminated and all Service Charges are fully paid by the Customer.
- 8.8. 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.
- 9. OBLIGATIONS OF THE CUSTOMER**
- 9.1. The Customer **shall**:
- 9.1.1. only use, make use of, cause, allow or permit to be used the Service in accordance with the specification contained in the Application Form, Product Description, any applicable Reasonable Use Policy and / or any other instructions provided by Jersey Telecom and shall only use the Service for the purpose for which it was designed;
 - 9.1.2. insure, at their own cost, all Telecommunications Apparatus located at the Premises;
 - 9.1.3. enter into an appropriate contract with any other telecommunications provider that provides part or parts of the Service;
 - 9.1.4. comply with Jersey Telecom's reasonable requests for assistance in order to diagnose existing or potential faults;
 - 9.1.5. allow Jersey Telecom full and convenient access to the Telecommunications Apparatus, NTU and associated wiring at all reasonable times in order to rectify any fault with the Service as reported to it by the Customer;
 - 9.1.6. only use Type Approved Equipment for the purpose of utilising the Service and allow Jersey Telecom full and convenient access at all reasonable times to inspect any equipment connected to the Service to ensure that it is Type Approved Equipment and that it conforms with necessary standards, codes or licensing requirements;
 - 9.1.7. use Customer Equipment in accordance with the manufacturer's and / or Jersey Telecom's recommendations;
 - 9.1.8. keep any login code and / or password and / or PIN assigned by Jersey Telecom or otherwise for use of the Service secure and not disclose the same to any unauthorised person;
 - 9.1.9. immediately notify Jersey Telecom should the Customer know or suspect that:
 - (a) a login code and / or password and / or PIN has been obtained by any unauthorised person;
 - (b) unauthorised access to the Service and / or Customer Equipment, either physical or otherwise is being or has been made;
 - 9.1.10. be responsible for all and any charges of any nature that may be incurred by Jersey Telecom as a result of any use, authorised or not, of the login code and / or password and / or PIN;
 - 9.1.11. be responsible for all damage or loss caused to Jersey Telecom or third parties by misuse of the Service other than due to the acts or omissions of Jersey Telecom its employees, agents and / or subcontractors;
 - 9.1.12. take all necessary steps to warn all persons at the Premises of the dangers associated with provision of the Service and shall take proper and sufficient care in training personnel in the handling of the Telecommunications Apparatus where such handling is necessary;
 - 9.1.13. take all reasonable and proper precautions to protect the health and safety of Jersey Telecom's personnel while at the Premises;
 - 9.1.14. take all appropriate measures to safeguard the security of data sent by means of the Service;
 - 9.1.15. promptly advise Jersey Telecom in writing of any change of billing address, contact address or contact number;
 - 9.1.16. provide suitable premises and conditions for the Telecommunications Apparatus in accordance with Jersey Telecom's instructions;
 - 9.1.17. be responsible for any remedial and / or decorative works after installation of the Telecommunications Apparatus, NTU and / or associated wiring;
 - 9.1.18. 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.
- 9.2. The Customer **shall not** by themselves or otherwise:
- 9.2.1. tamper with, move, modify, or interfere with the Telecommunications Apparatus without the written consent of Jersey Telecom;
 - 9.2.2. use the Service in breach of any terms of any licence applicable to the Customer;
 - 9.2.3. sell, transfer or assign any of the telephone numbers associated with the Service to any other party without the prior written agreement of Jersey Telecom;
 - 9.2.4. use the Service fraudulently or in connection with a criminal offence or to send messages or communications which are offensive, abusive, menacing, obscene, annoying, incite hatred, panic or anxiety or which are otherwise unlawful;
 - 9.2.5. use the Service to access, transmit, publish, display, advertise or make available material which infringes copyright or any other intellectual property right held in any country, is obscene or pornographic, contains threats of any kind, is defamatory in any way or breaches confidence, which is illegal or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason;
 - 9.2.6. use the Service for any purpose which may result in the illegal access to or collection of data whilst in transit, illegal access to computers or networks, spamming, flooding or other such broadcasts together with any other activity which may adversely affect Jersey Telecom or any third party.
- 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 subcontract any of its obligations hereunder upon giving 28 days notice to the Customer save that Jersey Telecom may subcontract the provision or repair of Telecommunications Apparatus without prior notice.
- 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 subcontractors) 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 and 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);

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- 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, 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 the Service or upon which Jersey Telecom relies in order to provide any part of the Service) and national and / or civil emergencies.
- 13. ENTIRE AGREEMENT**
- These 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 the Application Form or as communicated to Jersey Telecom when the request for the Service 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, where capable of remedy, 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 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 provider 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 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**
- 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**
- 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.