

JERSEY TELECOM GENERAL SERVICES

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. "Charges" means the sums, including GST where applicable, charged by Jersey Telecom and payable by the Customer for the provision of the Services (which may include sums charged in respect of both services and materials) in the amount or at the rate notified to the Customer prior to or at the commencement of the Contract (whether in any Quotation or otherwise) or at Jersey Telecom's standard rates applicable for the provision of such Services (including Jersey Telecom's applicable man hour rate for time expended or the cost of any materials required in connection with the provision of the Services) from time to time.
- 1.2. "Commencement Date" means the date the Contract comes into force in relation to the provision of any Services, being any commencement date specified in any Quotation or the date on which the provision of Services to the Customer commences.
- 1.3. "Conditions" means these terms and conditions, any Quotation, Services Description, Schedule(s) and any written variations thereto and any other agreement in writing relating to the Services signed by Jersey Telecom and the Customer.
- 1.4. "Contract" means the agreement made between the Customer and Jersey Telecom for the provision of Services which agreement is governed by the Conditions.
- 1.5. "Customer" means the person or persons to whom Services are provided.
- 1.6. "Equipment" means any equipment belonging to the Customer or any equipment or parts installed or provided in connection with the Services.
- 1.7. "Fixed Contract" means a contract for the provision of Services in respect of which a Quotation is provided to the Customer.
- 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. "Jersey Telecom" means Jersey Telecom Limited having its office at P.O. Box 53, 1 The Forum, Grenville St., St Helier, Jersey, JE4 8PB, its successors or assigns as notified to the Customer from time to time.
- 1.10. "Jersey Telecom group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.11. "On-line" means accessible over the world wide web at Jersey Telecom's site at www.jerseytelecom.com or such other site as may be notified from time to time.
- 1.12. "Product Description" means any description and any technical specification of the Service, together with any applicable Customer specific service level agreement, as available from Jersey Telecom's offices or On-line or as provided to the Customer.
- 1.13. "Quotation" means any quotation or proposal provided by Jersey Telecom to the Customer relating to the provision by Jersey Telecom of Services detailing the Services to be provided.
- 1.14. "Schedule(s)" means any schedule(s) from time to time forwarded to the Customer by Jersey Telecom detailing the scope of the Services.
- 1.15. "Services" means any and all installation, maintenance, repair, engineering, technical or other services provided by Jersey Telecom or its duly appointed agents to the Customer from time to time the provision of which is not made pursuant to other more specific Jersey Telecom terms and conditions.
- 1.16. "Services Description" means any description and any technical specification of the Services, together with any applicable Customer specific service level agreement, as available from Jersey Telecom's offices or On-line or as provided to the Customer.

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 the provision of particular Services on the Commencement Date relating to such Services.
- 2.2. Subject to the provisions of sub-clauses 15.1 and 15.2 hereunder the Contract shall remain in force in relation to the

provision of particular Services 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 any Fixed Contract the Customer shall pay a sum equal to the Charges and any extra charges which would have been payable to Jersey Telecom in respect of the completion of such Fixed Contract.

- 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 vary the Conditions and any Product Description applicable to Services which variation may relate to, but is not limited to:
 - 3.1.1. variation of the Charges;
 - 3.1.2. cessation of Services;and will as soon as practicable before any such variation 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 vary all or any of its standard 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 variation to have immediate effect unless stipulated otherwise.
- 3.3. Other than as stated above any variations 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 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 will provide Services to the Customer and the Customer will pay the Charges on the terms of the Conditions.
- 4.2. The Services do not include goods or services provided by Jersey Telecom where the provision of those goods or services is covered by other more specific Jersey Telecom terms and conditions, in which case those other more specific terms and conditions shall apply.
- 4.3. Where Equipment or other goods are provided to the Customer by Jersey Telecom in connection with the Services, then, as the case may be, the Jersey Telecom Equipment Rental / Equipment Purchase Terms and Conditions shall apply to the rental / purchase of such Equipment or other goods (including, without limiting the generality of the foregoing, any provisions therein as to delivery, title and risk and any warranty).
- 4.4. Jersey Telecom may require the Customer to provide all reasonable co-operation and assistance to Jersey Telecom as may be necessary or desirable in order to facilitate the provision of the Services to the Customer.

5. TELEPHONE ORDERING

- 5.1. Jersey Telecom may, at its discretion, provide additional services to the Customer in conjunction with or related to the Services and / or terminate the provision of any 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. However, provided that Jersey Telecom has acted in good faith, Jersey Telecom (other than as provided in clause 11.2 and without prejudice to the generality of clause 11.3) accepts no liability, and the Customer shall be responsible for all and any sums payable, in respect of any services provided or terminated or any action taken or not taken in reliance of telephone instructions received by Jersey Telecom.

6. SUSPENSION OF SERVICE

- 6.1. Jersey Telecom may (without prejudice to any other right or remedy) where appropriate suspend or cancel the provision of Services without penalty and with immediate effect:
 - 6.1.1. where it is unable to provide the Services for reasons beyond its control (including the default of failure of co-operation on the part of any other party that provides any part of the Services or upon which Jersey Telecom relies in order to provide any part of the Services) or otherwise for reasons not its fault provided that Jersey Telecom will use its reasonable endeavours to procure resumption and/or completion of the provision of the Services as soon as reasonably practical;
 - 6.1.2. other than in the case of any Fixed Contract, where Jersey Telecom is reasonably of the view that the provision of the

JERSEY TELECOM GENERAL SERVICES

TERMS AND CONDITIONS

Services is or would be impracticable, unduly onerous or uneconomic;

6.1.3. 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; or

6.1.4. if the Customer fails to observe or perform the Conditions.

6.2. Notwithstanding any suspension of Services under this clause the Customer shall remain liable for all charges due hereunder up to the time of suspension of such Services.

7. CHARGES AND PAYMENT

7.1. In addition to the Charges which shall be paid by the Customer for the provision of the Services Jersey Telecom may charge additional sums calculated by reference to the cost of materials and to Jersey Telecom's applicable man hour rate for time expended in the case where at the Customer's request or where deemed necessary Jersey Telecom carries out work which is not expressly covered by any Quotation relating to the Services or where, in the reasonable opinion of Jersey Telecom, the nature of the work or materials required differ materially from Jersey Telecom's reasonable anticipation of the same when providing any Quotation. For example, Jersey Telecom may make extra charges where:

7.1.1. it works at the Customer's request outside Jersey Telecom's normal working hours for the provision of the relevant Services;

7.1.2. it corrects any defect or fault arising during the provision of the Services caused by the Customer or its agent or any person other than Jersey Telecom, its employees or agents;

7.1.3. performance of Jersey Telecom obligations is made more difficult or costly by the actions or omissions of the Customer (including breach of the Customer's obligations under the Contract) or any other party beyond Jersey Telecom's reasonable control;

7.1.4. conditions at any place where the Services are to be provided are such as to create unforeseen complications, whether of accessibility, as to the siting of equipment or otherwise; or

7.1.5. the Customer changes its requirements as to, or has misrepresented, the nature or extent of works to be provided by Jersey Telecom or restricts or has, in the opinion of Jersey Telecom, misrepresented the extent of access, co-operation or assistance which it will provide to Jersey Telecom.

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 Charges and/or any additional sums relating to the Services shall be joint and several.

7.4. 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).

7.5. 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.

8. OBLIGATIONS OF THE CUSTOMER

The Customer shall:

8.1. care for and operate any Equipment installed or provided as part of the Services in accordance with Jersey Telecom's and manufacturer's instructions provided to it in writing and to use such Equipment only for a purpose for which it was designed;

8.2. not tamper with, modify, or interfere with any Equipment installed or provided as part of the Services or any associated wiring, without the written consent of Jersey Telecom;

8.3. comply with Jersey Telecom's reasonable requests for assistance in order to enable the provision of the Services by Jersey Telecom;

8.4. allow Jersey Telecom full and convenient access at all reasonable times to any Equipment and/or premises of the Customer as necessary or desirable in order to enable the provision of the Services by Jersey Telecom;

8.5. be responsible for all damage or loss caused to Jersey Telecom by misuse of the Equipment other than due to the acts or omissions of Jersey Telecom;

8.6. not connect any equipment to any Equipment installed or provided as part of the Services 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;

8.7. take all reasonable and proper precautions to protect the health and safety of Jersey Telecom's personnel while on the Customer's premises;

8.8. promptly advise Jersey Telecom in writing of any change of billing address, contact address or contact number;

8.9. 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 Services.

9. ASSIGNMENT

9.1. The Customer may not assign the Contract without the prior written consent of Jersey Telecom.

9.2. Jersey Telecom reserves the right to assign all or part of the Contract to any person upon giving 28 days notice to the Customer.

9.3. Whilst remaining responsible for the provision of the Services, Jersey Telecom reserves the right, at its discretion, to appoint agents and / or to sub-contract any of its obligations hereunder (and to require the Customer to deal with such agents and / or sub-contractors) in which case references in these terms and conditions to Jersey Telecom shall be construed, mutatis mutandis, as being to Jersey Telecom or its agents or sub-contractors.

10. COPYRIGHT, PATENTS, TRADE MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

10.1. The Customer acknowledges that any and all of the copyright, trade marks, and other intellectual property rights used or subsisting in or in connection with the Equipment and any parts thereof are and shall remain the sole property of Jersey Telecom or such other party as may be identified therein or thereon (the "Owner") and the Customer shall not during or at any time after the completion, expiry or termination of the Contract (or any other contract in applicable to the Equipment, including but not limited to Jersey Telecom's Equipment Purchase Terms and Conditions) in any way question or dispute the ownership thereof by Jersey Telecom or the Owner.

10.2. In the event that new inventions, designs or processes evolve in performance or as a result of this Contract, the Customer acknowledges that the same shall belong to Jersey Telecom unless otherwise agreed in writing by Jersey Telecom.

10.3. The Customer shall indemnify Jersey Telecom fully against all liabilities, costs and expenses which the Contractor may incur as a result of work done in accordance with the Customer's specifications involving infringement of any copyright or other intellectual property right.

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 Services. **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. Unless otherwise expressly agreed in writing by the parties (in a service level agreement or otherwise), 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 Services except as provided in 11.2 above. Whilst Jersey Telecom will use its reasonable endeavours to maintain the quality of the Services 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 Services 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);

JERSEY TELECOM GENERAL SERVICES

TERMS AND CONDITIONS

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.

11.5. 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 Services 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 Charges payable by the Customer for the provision of the particular Services giving rise to such liability for loss or damage 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.

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 Services or upon which Jersey Telecom relies in order to provide any part of any Services) and national and / or civil emergencies.

13. ENTIRE AGREEMENT

The Conditions supersede all prior oral or written communications regarding the Services and contain the whole agreement between the parties relating to the Services, unless 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 detailed in any Quotation 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. 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; or

15.1.6. enters into a contract with another telecommunications provider for part of the Services 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; or

15.2.2. 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 reasonable advanced written notice of its intention to do so 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 and provided always that the right of termination under this sub clause 15.3 shall not apply in the case of any Fixed Contract.

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 law 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.