

JERSEY TELECOM LOCAL NUMBER SEARCH

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. "Conditions" means these terms and conditions including any variations thereto;
- 1.2. "Contract" means the agreement made between the Customer and Jersey Telecom for the provision of the Service which agreement is governed by the Conditions.
- 1.3. "Customer" means the person or persons using the Service.
- 1.4. "Customer Equipment" means any apparatus used by the Customer to connect to or make use of the Service.
- 1.5. "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.
- 1.6. "Jersey Telecom group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.7. "On-line" means accessible over the world wide web at Jersey Telecom's sites at www.jerseytelecom.com or www.jerseyinsight.com or such other site as may be notified from time to time.
- 1.8. "Preference Service" means the Telephone Preference Service and / or Fax Preference Service and / or E-mail Preference Service that is administered by the Direct Marketing Association or any other similar or relevant service or body.
- 1.9. "Service" means the service known as the 'Jersey Telecom Local Number Search' accessible by the Customer On-line whereby names and related addresses, telephone numbers and / or e-mail addresses as compiled by Jersey Telecom can be accessed by the Customer On-line.

2. COMMENCEMENT AND DURATION

- 2.1. Unless otherwise expressly agreed in writing or provided for by law or regulation, the Contract shall have effect when the Service is provided to the Customer.
- 2.2. Subject to the provisions of sub-clauses 12.1 and 12.2 hereunder the Contract shall remain in force until terminated by either party in accordance with sub clause 12.3 below.

3. VARIATION

- 3.1. Jersey Telecom may from time to time vary the Conditions applicable to the Service and will as soon as practicable give notice of such variation On-line and / or at Jersey Telecom's office.
- 3.2. 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. The Service does not include the provision of Customer Equipment or the means to connect to or access the web page(s) at which the Service is available.
- 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 vary the technical specification of the Service at any time.
- 4.4. Jersey Telecom will deliver the Service using the most appropriate method, medium or technologies as decided by Jersey Telecom at its sole discretion.
- 4.5. Jersey Telecom does not guarantee that the Service will be fault free or that data provided via the Service will be correct or free from errors or omissions.
- 4.6. Jersey Telecom does not guarantee that all names and related addresses, telephone numbers and / or e-mail addresses in Jersey will be available to the Customer.
- 4.7. Jersey Telecom reserves the right to disclose the name, 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.

5. SUSPENSION OF THE SERVICE

- 5.1. 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 at its entire discretion and (without) limited the foregoing):
 - 5.1.1. 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;
 - 5.1.2. if the Customer fails to observe or perform the Conditions.

6. OBLIGATIONS OF THE CUSTOMER

- 6.1. The Customer shall:

- 6.1.1. take all reasonable steps to ensure that any person who may have access to the Service complies with the Conditions;
- 6.1.2. only use, make use of, cause, allow or permit to be used the Service in accordance with any instructions provided by Jersey Telecom from time to time and shall only use the Service for the purpose for which it was designed;
- 6.1.3. comply with Jersey Telecom's reasonable requests for assistance in order to diagnose existing or potential faults;
- 6.1.4. use Customer Equipment in accordance with the manufacturer's and / or Jersey Telecom's recommendations and / or any other safety or security requirements;
- 6.1.5. 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;
- 6.1.6. take all appropriate measures to safeguard the security of data accessed by means of the Service;
- 6.1.7. ensure that any data obtained through use of the Service is only used for the Customer's own private, non-commercial or internal business purposes and is used in accordance with the Data Protection (Jersey) Law 2005 and / or any other relevant data protection legislation;
- 6.1.8. abide by any relevant Preference Service and / or any other industry guidelines that may be specified from time to time to protect the privacy of telephone subscribers;
- 6.1.9. use the Service only for lawful purposes.
- 6.2. The Customer shall not by themselves or otherwise:
 - 6.2.1. use the Service in breach of any terms of any licence applicable to the Customer;
 - 6.2.2. use the Service to send messages or communications which are offensive, abusive, menacing, obscene, annoying, incite hatred, panic or anxiety or which are otherwise unlawful;
 - 6.2.3. use the Service for any purpose which may result in the illegal access to or collection of data, spamming, flooding or other such broadcasts together with any other activity which may adversely affect Jersey Telecom or any third party;
 - 6.2.4. make or permit to be made any bulk downloading or storage of data by means of the Service or use the Service as the sole source for generating mailing or address lists for direct marketing or other marketing purposes.

7. ASSIGNMENT

- 7.1. The Customer may not assign the Contract.
- 7.2. 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.

8. EXCLUSION AND LIMITATION OF LIABILITY

- 8.1. 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.**
- 8.2. Jersey Telecom does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- 8.3. 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 Service except as provided in 8.2 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.
- 8.4. Without prejudice to the generality of 8.2 or 8.3, Jersey Telecom shall not be liable to the Customer or to any other person for:
 - 8.4.1. 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 8.2, Jersey Telecom shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 (three) days);
 - 8.4.2. 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;
 - 8.4.3. 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,

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constitute threats, are in any way defamatory or are illegal or give rise to any liability in any way.

- 8.5. 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.
- 8.6. 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 £100 for any one event or series of events.
- 8.7. Each provision of this clause shall operate independently of each other provision of this clause.
- 8.8. 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.

9. 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.

10. 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 otherwise agreed in writing.

11. NOTICES

- 11.1. 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 posted On-line and / or if sent by post, facsimile or delivered by hand as may be most appropriate. Notices shall be deemed received 48 hours after posting or transmitting.
- 11.2. The Customer's address for correspondence shall be the Customer's usual or last known place of abode or business or if the Customer is a limited company its registered office.
- 11.3. Jersey Telecom's address for correspondence shall be P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.
- 11.4. Jersey Telecom's facsimile number for notice by facsimile (with confirmation by post or delivery) shall be 01534 882883.

12. TERMINATION

- 12.1. The Contract may be terminated immediately by Jersey Telecom if the Customer;
- 12.1.1. 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;
- 12.1.2. 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 7 days after the date that Jersey Telecom serves written notice on the Customer in relation to such breach;
- 12.1.3. 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;
- 12.1.4. 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;
- 12.1.5. 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;
- 12.2. The Contract may be terminated by the Customer if:

- 12.2.1. Jersey Telecom unreasonably exercises its rights of variation or suspension under the Contract, by the Customer giving written notice to Jersey Telecom within 7 days of the notice of variation or suspension;
- 12.2.2. 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 7 days written notice without further obligation;
- 12.2.3. 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 7 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.
- 12.3. Subject to sub clauses 2.2, 12.1 and 12.2 either party may terminate the Contract provided always that the party wishing to terminate the contract gives to the other party notice of its intention to do so 7 days 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.

13. 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.

14. 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.

15. DATA PROTECTION

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.