

# JERSEY TELECOM NUMBER TRANSLATION SERVICE

## 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](mailto: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. "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 a telephone exchange line.
- 1.3. "Callers" means the persons accessing the Onward Service via a Prefixed Number.
- 1.4. "Conditions" means these terms and conditions, the Application Form and Product Description and any variations thereto.
- 1.5. "Content" means information, material or advice supplied to Callers.
- 1.6. "Contract" means the agreement made between the Customer and Jersey Telecom for the provision of a Service which agreement is governed by the Conditions.
- 1.7. "Customer" means the person or persons named in the Application Form.
- 1.8. "Customer Equipment" means any apparatus used by the Customer to connect to or make use of the Service.
- 1.9. "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.
- 1.10. "Directory Enquiries" means any service accessible by the public whereby the Prefixed Number and/or telephone number of the Customer can be obtained by the giving of a name and / or address and / or e-mail address.
- 1.11. "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.
- 1.12. "ICSTIS" means the Independent Committee for the Supervision of Standards of Telephone Information Services.
- 1.13. "Information Provider" means the person or entity providing Content for use in connection with the Onward Service.
- 1.14. "ISDN" means the Integrated Services Digital Network.
- 1.15. "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.
- 1.16. "Jersey Telecom group" means any direct or indirect subsidiary for the time being of JT Group Limited.
- 1.17. "Minimum Contract Period" means a period of three months from the commencement of the Contract.
- 1.18. "OFTEL" means the Office of Telecommunications.
- 1.19. "On-line" means accessible over the world wide web at Jersey Telecom's site at [www.jerseytelecom.com](http://www.jerseytelecom.com) or such other site as may be notified from time to time.
- 1.20. "Onward Service" means the service provided to Callers by the Customer, the Information Provider and / or the Service Provider whereby Content is made accessible to Callers via the Prefixed Number.
- 1.21. "Prefixed Number" means the particular telephone number(s) provided to the Customer by Jersey Telecom as part of the Service which number(s) Callers call in order to access the Onward Service.
- 1.22. "Premises" means the premises or locations of the Customer, Service Provider or Information Provider.
- 1.23. "Product Description" means the description and any technical specification of the relevant 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.
- 1.24. "PSTN" means the Public Switched Telecommunications Network.
- 1.25. "Service" means the provision by Jersey Telecom of any of the following services (as selected by the Customer in the relevant Application Form): Premium Rate, 0800 Freefone, 0845, 0820 Internet Access for Schools (each as more particularly described in the relevant Product Description) or any other service selected by the Customer in the Application Form, where these Conditions are stated to apply.
- 1.26. "Service Charges" means the sums, including GST where applicable, charged to the Customer by Jersey Telecom for the provision and use of the Service.
- 1.27. "Service Provider" means the person or entity providing the apparatus enabling the delivery of the Content to Callers via the Service.

- 1.28. "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 when the Application Form has been received and accepted by Jersey Telecom and / or the Service is provided to the Customer.
- 2.2. Subject to the provisions of sub-clauses 14.1 and 14.2 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 14.3 below.
- 2.3. Save where termination is notified by the Customer to Jersey Telecom under sub-clause 14.2 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 14 below.

### 3. VARIATION

- 3.1. Jersey Telecom may from time to time vary 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 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 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 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. The Service does not include the provision of Customer Equipment, telephone exchange lines or other exchange services unless specified on the Application Form. If such equipment or services are provided as part of the Service then the relevant and separate terms and conditions will apply to such equipment or services.
- 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 reserves the right without cost or penalty to itself, to alter the names, codes or numbers (including any Prefixed Number) allocated from time to time by Jersey Telecom for use in connection with the Service and all and such names, codes or numbers remain the property of Jersey Telecom.
- 4.5. Jersey Telecom does not guarantee that all facilities accessible via the PSTN and ISDN will be available to the Customer.
- 4.6. Where by reason of a fault with the PSTN or ISDN 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 unless any part of the Service 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. The Customer acknowledges that Jersey Telecom is unable to exercise control over the Content made available to, accessed by, transmitted by or published by the Customer and undertakes to use the Service only for lawful purposes.
- 4.10. Jersey Telecom does not guarantee that the Service will enable the Customer to receive a Call to the Prefixed Number from all destinations available on the PSTN and ISDN, especially from locations outside the British Isles.
- 4.11. Jersey Telecom will use reasonable endeavours to maintain the quality of the Service and to ensure the Service is available at all times but makes no warranties regarding availability or quality of the

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same. The Customer acknowledges that Jersey Telecom is not responsible for maintaining any insurance cover of any nature to cover loss by anyone other than Jersey Telecom.

- 4.12. Charges to Callers, and payments to the Customer where applicable, for Calls to the Prefixed Number will be at the rate specified in the Product Description and varied from time to time with immediate effect by publishing any such variation in a schedule of tariffs to be made available On-line and / or in writing and / or at Jersey Telecom's office.

### 5. CUSTOMER DETAILS AND DATA PROTECTION

- 5.1. 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 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.
- 5.2. Unless notified in accordance with clause 5.1 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, and make the same available to third parties for related services or through Directory Enquiries
- 5.3. 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.
- 5.4. The Customer may withdraw such permission as given above in clause 5.3 by notifying Jersey Telecom in writing either on the Application Form or to Jersey Telecom's office.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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](http://www.jerseytelecom.com).
- 5.8. 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.

### 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; or
- 6.1.2. if the Customer fails to observe or perform the Conditions; or
- 6.1.3. if Jersey Telecom has reasonable grounds to suspect that the Service is being used fraudulently or otherwise illegally.
- 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 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 made or received as applicable.

- 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 additional services to be used in conjunction with the Service Jersey Telecom may charge additional sums. Such services include, but are not limited to telephone exchange lines, exchange facilities and additional Jersey Telephone Directory entries.
- 7.5. Where the Customer requests work to be carried out which is not included in the Service Charges Jersey Telecom may charge additional sums. Jersey Telecom will, for example, make extra charges where:
- 7.5.1. it responds to a fault report and no fault is found to exist;
- 7.5.2. repair of a fault reported by the Customer is made more difficult or costly by breach of the Customer's obligations under the Contract;
- 7.5.3. it corrects any defect or fault caused by the Customer or any other party (other than Jersey Telecom).
- 7.6. Service Charges and/or 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).
- 7.7. 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.
- 7.8. In the event that any sum owed by the Customer to Jersey Telecom under the terms of the Contract and / or under the terms of any other contracts for Jersey Telecom services is not paid by the due date, Jersey Telecom shall be entitled to deduct such sum from any sum payable to the Customer in accordance with the Contract and without prejudice to Jersey Telecom's other rights under the Contract or any other contract made between Jersey Telecom and the Customer.
- 7.9. Jersey Telecom may suspend any payments due to, or demand the repayment of any payments previously made to, the Customer at any time without notice, if:
- 7.9.1. in Jersey Telecom's reasonable opinion the Customer is not providing or making available a bona fide Onward Service or is providing or making available an Onward Service which is unlawful, is in breach of any code of practice published from time to time by ICSTIS or OFTEL or such other code or recommendation as may be applicable to the provision of such Onward Service from time to time, or does not otherwise perform the Conditions;
- 7.9.2. monies due from Jersey Telecom's interconnect partners has been subject to a notice of retention (as detailed under Annexe E of the BT PLC standard interconnection agreement or similar); or
- 7.9.3. during any investigation into unusual or exceptional traffic patterns or volumes
- 7.10. Jersey Telecom will make payment of any monies owed to the Customer resulting from the use of the Service on a quarterly basis, not less than thirty days after the date of the relevant quarterly statement in accordance with ICSTIS guidelines.

### 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 the Service in accordance with the specification contained in the Application Form, Product Description and any instructions provided by Jersey Telecom and only use the Service for the purpose for which it was designed;
- 8.1.2. comply with Jersey Telecom's reasonable requests for assistance in order to diagnose existing or potential faults;
- 8.1.3. 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 used in connection with the Service to ensure that it is Type Approved Equipment and that it conforms with necessary standards, codes or licensing requirements;
- 8.1.4. use Customer Equipment in accordance with the manufacturer's and / or Jersey Telecom's recommendations;
- 8.1.5. 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;
- 8.1.6. take all reasonable and proper precautions to protect the health and safety of Jersey Telecom's personnel while at any Premises;

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- 8.1.7. promptly advise Jersey Telecom in writing of any change of billing address, contact address or contact number;
- 8.1.8. ensure that the Onward Service to Callers is of a kind likely to promote rather than detract from the Service, the Content of which is suitable to be made available via the Service and is of such a nature that is not likely to bring Jersey Telecom or the Service into disrepute or expose JT to any liability whatsoever. Such suitability shall be within the sole determination of Jersey Telecom and such determination shall be binding on the Customer;
- 8.1.9. comply at all times with any codes of practice and guidelines published from time to time by PhonePayPlus and abide by any recommendations, opinion or advice PhonePayPlus or such other regulatory body gives. This obligation does not affect the other obligations set out herein;
- 8.1.10. ensure that all advertising for the Onward Service shall state the cost payable by Callers for a Call accessing the Onward Service;
- 8.1.11. pay for all advertising for the Onward Service (Jersey Telecom shall not be liable for any claims arising from such advertising);
- 8.1.12. use its reasonable endeavours to ensure that the name of Jersey Telecom is not used in any advertising for the Onward Service or in Content accessible via the Prefixed Number or during connection to the Service or otherwise unless expressly approved in writing by an officer of Jersey Telecom;
- 8.1.13. use its reasonable endeavours to ensure that the number of attempted Calls made to the Customer's telephone number neither significantly exceeds the Customer's answering capability, nor causes congestion on the Jersey Telecom network;
- 8.1.14. ensure that all Data Protection legislation applicable to the provision of the Onward Service is complied with;
- 8.1.15. ensure that before any Onward Service is made available to Callers all proprietary interests, rights, authorisations, licences, consents and permissions, including any intellectual property rights in and to all Content have been obtained and all such requirements of law complied with as may be necessary or desirable in order to make Content available to Callers;
- 8.1.16. comply with all requirements and conditions from time to time imposed on the Customer by law or regulation in Jersey which are applicable to or affect the Service and/or the Onward Service and reasonably assist Jersey Telecom to comply with all requirements and conditions from time to time imposed by law or regulation which are applicable to or affect the Service.
- 8.2. The Customer **shall not** by themselves or otherwise:
- 8.2.1. sell, transfer or assign any Prefixed Number to any other party without the prior written agreement of Jersey Telecom;
- 8.2.2. use the Service for purposes or to send, transmit, publish, display, advertise or make available material, information, messages or communications which infringe/s copyright or any other intellectual property right held in any country are/is offensive, abusive, obscene, pornographic, threatening, annoying, defamatory, incite/s hatred, panic or anxiety, breach/es confidence, are/is otherwise unlawful or infringe/s any third party's legal rights of whatever nature under the laws of any jurisdiction;
- 8.2.3. state or imply or allow others connected therewith (including the Service Provider or the Information Provider) to state or imply the approval by Jersey Telecom of the Onward Service or the Content.
- 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 and / or to sub-contract any of its obligations hereunder upon giving 28 days notice to the Customer.
- 10. EXCLUSION AND LIMITATION OF LIABILITY**
- 10.1. 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.**
- 10.2. Jersey Telecom does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- 10.3. 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 10.2 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.
- 10.4. Without prejudice to the generality of 10.2 or 10.3, Jersey Telecom shall not be liable to the Customer or to any other person for:
- 10.4.1. 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 10.2, Jersey Telecom shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 (three) days);
- 10.4.2. 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;
- 10.4.3. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. Each provision of this clause shall operate independently of each other provision of this clause.
- 10.8. 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.
- 11. 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.
- 12. 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.
- 13. NOTICES**
- 13.1. 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.
- 13.2. The Customer's address for correspondence shall be the contact address as specified in the Application Form 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.
- 13.3. Jersey Telecom's address for correspondence shall be P.O. Box 53, 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.
- 13.4. Jersey Telecom's facsimile number for notice by facsimile (with confirmation by post or delivery) shall be 01534 882883.
- 14. TERMINATION**
- 14.1. The Contract may be terminated immediately by Jersey Telecom if the Customer;

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- 14.1.1. fails to satisfy Jersey Telecom with regard to any credit check undertaken in respect of the Customer;
- 14.1.2. fails to pay when due any sum payable under the Contract or any other agreement or contract made between the Customer and Jersey Telecom;
- 14.1.3. 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;
- 14.1.4. 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;
- 14.1.5. 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;
- 14.1.6. 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;
- 14.1.7. 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;
- 14.1.8. connects equipment to the Service other than Type Approved Equipment.
- 14.1.9. enters into a contract with another telecommunications provider for part of the Service and such contract is suspended or terminated.
- 14.2. The Contract may be terminated by the Customer if:
  - 14.2.1. 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;
  - 14.2.2. 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;
  - 14.2.3. 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.
- 14.3. Subject to sub clauses 2.2, 14.1 and 14.2 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.

### 15. 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.

### 16. 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.