



Landline Terms & Conditions

The Customer's attention is particularly drawn to the provisions of clauses 2, (Basis of Contract), 12 (Limitation of liability) and 13 (Termination).

1 Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Account: the Customer's account for the provision of Services and/or Equipment under the Contract, set up by JDN which may or may not have a specific account number.

Administration Fee: the amount of £50 per Line.

Application form: any application form issued by JDN to the Customer detailing the Services and subsequently signed by or on behalf of the Customer.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Buyout: has the meaning set out in clause 10.2.

Cancellation Fees: the Term Fees, the return of any Buyout paid by JDN to the Customer, the return of any Deal Incentive and the recommended retail price (as at the Commencement Date) of any Equipment provided by or on behalf of JDN to the Customer and the Administration Fee.

Charges: the charges detailed at clause 8.

Commencement Date: means the date upon which the Contract is signed by or on behalf of the Customer (including any electronic signature).

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.8.

Contract: the contract between JDN and the Customer that is made up of these Conditions and the Order for the supply of Services and/or Equipment.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the party JDN contracts with to provide the Services and/or Equipment.

Deal Incentive: a monthly discount offered by JDN to the Customer for the amount specified in the Order and for the period specified in the Order (where no period is specified in the Order the discount shall be applied for 3 months).

Delivery Location: has the meaning given in clause 3.4.

Equipment: any equipment provided under the Contract whether from JDN or a third party.

Fair Usage Policy: 5000 minutes or 15GB per month (subject to clause 8.1).

Fixed Line Telecommunications Services: has the meaning set out in Ofcom's general conditions (as amended from time to time).

Force Majeure Event: has the meaning given to it in clause 17.

JDN: means JDNetworks Ltd, trading as JDNetworks of 10A Town Street, Leeds, LS28 5LD registered in England with company number 4816259.

Line: each landline, each PSTN line, each channel of an ISDN line, each VOIP licence, each virtual line, SIP trunk and each broadband, fibre or ethernet leased line broadband connection to be connected under the Contract.

Minimum Period: the minimum period of the Contract of 2 years from the Commencement Date or connection of all the Services (whichever is the latter) or such other longer period as may be specified in the Order (including but not limited to a period referred to in the Order as contract length, length, term, minimum term, period or contract period).

Order: the Customer's order for the supply of Services and/or Equipment, as set out in the Application Form or Purchase Order.

Out of Contract and Emergency Charges: the fees and charges payable by a business or entity in the circumstances described in clause 8.11 at the rate of £10 per Line per day plus the out of bundle tariff detailed at JDNetworks.co.uk

Purchase Order: any purchase order issued by JDN to the Customer detailing the Services and subsequently signed by or on behalf of the Customer.

Renewal Period: has the meaning set out in clause 15.

RPI Rate: the retail prices index rate published by the Office for National Statistics.

Service Provider: means a third-party telecommunications provider including, but not limited to BT, BT Wholesale, Plusnet, Talk Talk, Virgin Media, Daisy or Gamma Telecom.

Services: the services supplied by JDN to the Customer under the Contract including but not limited to the connection of services with a Service

Provider, a part or component of a service and any Equipment supplied to the Customer.

Small Business Customer: a customer with not more than 10 employees.

Term Fees: the compensatory fees calculated by multiplying the remaining number of months of the Minimum Period or Renewal Period by the monthly charges for the Services (exclusive of any Deal Incentive) or £250 per Line whichever is the higher amount.

1.2 Interpretation:

(a) A person includes a natural person, corporate or unincorporated body (whether having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) Any words following the terms including, include for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Basis of contract: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

2.1 The Contract is legally binding from the Commencement Date, notwithstanding the contractual services shall commence on the date of connection to the network. The Customer's attention is drawn to a potential difference in the start of the JDN contract and the commencement date of the network contract resulting in differing contract end dates.

2.2 The contract will renew in accordance with clause 15 and will continue until terminated by either party in accordance with these Conditions.

2.3 As part of JDN's credit management procedures, JDN may at any time during the Contract require the Customer to pay a deposit or provide a guarantee as security for the payment of future invoices. If the Customer refuses to pay a deposit or provide a guarantee (or fails to do so within 14 days of a request from JDN), JDN shall be entitled to terminate the Contract and clause 14 shall apply.

2.4 JDN offers no warranty in respect of broadband speeds and relies on the advertised speeds of Service Providers.

2.5 Notwithstanding clause 13 of these Conditions, JDN may terminate the Contract, without any liability to the Customer, during the first 30 days from the Commencement Date for any reason whatsoever upon providing 7 days' notice to the Customer.

2.6 JDN shall not be liable to pay for any installation costs unless the contrary is specified in the Order. The Customer acknowledges that the installation costs for certain services such as leased lines may be substantial and may require significant construction, digging or roadworks. Where the Order does specify that JDN shall be liable for installation costs (or any part thereof), JDN may terminate the Contract, without liability to either party, should JDN consider that the installation costs are prohibitively expensive or that the costs are such that the Contract is not viable from JDN's perspective.

2.7 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.8 Any quotation given by JDN shall not constitute an offer and is only valid for a period of 10 Business Days from its date of issue.

2.9 All of these Conditions shall apply to the supply of both Services and Equipment except where application to one or the other is specified.

2.10 The Customer undertakes to JDN that the Services and/or any Equipment shall not be used for the purposes of a hoax call to the emergency services or for any purposes which are defamatory, offensive, obscene, menacing, fraudulent or in connection with a criminal offence. If the Customer breaches this clause 2.9, JDN may terminate the Contract with immediate effect and the provisions of clause 14.2 shall apply.

2.11 The Customer acknowledges that the Contract is a business-to-business contract and warrants that s/he is acting in the course of his or her business, trade or profession.

2.12 The Customer further acknowledges that JDN has no control over the physical infrastructure operated by BT Openreach and that the Services are to be connected on such infrastructure. Subject to any faults with the BT Openreach infrastructure, JDN are contracting with the Customer to provide Services to the master socket where the telephone line enters the Customer's property. The Customer is responsible for the configuration of any equipment, network or set up from the point of the master socket to the rest of the Customer's property.

2.13 By signing the Order, whether electronically or otherwise, the Customer confirms their consent to migrate the Services detailed in the Order and for JDN to begin acquiring the contracted Services.

3 Equipment

3.1 The Equipment to be provided under the Contract shall be specified in the Order. The customer acknowledges that third party equipment or software may be necessary for the Services to work effectively and that such equipment shall not be provided by or on behalf of JDN unless specified in the Order.

3.2 The provision of Equipment is subject to availability.

3.3 Subject to clause 3.6 of these Conditions, the Equipment shall be delivered within 3 months of the commencement date.

3.4 The Equipment shall be delivered to the location set out in the Order or such other location as the parties may agree (Delivery Location).

3.5 Delivery of the Equipment shall be deemed completed on the second business day after posting by JDN or on the second business day following the Equipment being collected from JDN by a courier with instructions to deliver to the Delivery Location.

3.6 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. JDN shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or delays caused by a third-party manufacturer (or supplier) or the Customer's failure to provide JDN with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

3.7 We can introduce you to a limited number of lenders and their finance products which may have different interest rates and charges. We are not an independent financial advisor. We will provide details of products available from the lenders we work with, but no advice or recommendation will be made. You must decide whether the finance product is right for you. We do not charge you a fee for our services. Whichever lender we introduce you to, we will typically receive commission from them (either a fixed fee or a fixed percentage of the amount you borrow). The lenders we work with could pay commission at different rates.

3.8 Our main lease provider is Lease Group Ltd.

3.9 All lease agreements are subject to a credit vet being carried out.

4 Quality of Equipment

4.1 JDN shall pass on the benefit to the Customer of any warranties it receives from the manufacturer of the Equipment.

4.2 The Customer acknowledges that any attempt to repair, service or tamper with the Equipment may invalidate the manufacturer's warranty.

5 Title and risk

5.1 The risk in the Equipment shall pass to the Customer on completion of delivery.

5.2 Subject to clause, title to the Equipment shall not pass to the Customer until the Contract is validly terminated in accordance with these Conditions and all sums due under the Contract, including but not limited to Cancellation Fees, have been paid by the Customer to JDN.

5.3 Until title to the Equipment has passed to the Customer, the Customer shall:

(a) maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price on JDN's behalf from the date of delivery.

(b) notify JDN immediately if the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d); and

(c) give JDN such information relating to the Equipment as JDN may require from time to time.

5.4 If before title to the Equipment passes to the Customer, the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d), then, without limiting any other right or remedy JDN may have:

(a) 6. JDN may at any time:

(i) require the Customer to deliver up all Equipment in its possession and

(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover each item of Equipment.

6 Supply of Services

6.1 In consideration of the Customer paying the Charges and fulfilling all of its commitments as set out in the Contract, JDN agrees to supply, and the

Customer agrees to receive the Services and/or the Equipment subject to the provisions of the Contract.

7 Customer's obligations

7.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate.
- (b) co-operate with JDN in all matters relating to the Services.
- (c) provide JDN with such information and materials as JDN may reasonably require in order to supply the Services and ensure that such information is complete and accurate in all material respects.
- (d) promptly notify JDN of a change of address, change of registered office or change of trading location(s).
- (e) comply with JDN's reasonable instructions (or the Manufacturer's literature) in relation to the set-up, installation, configuration, use and maintenance of the Equipment or any third-party equipment or software that is necessary for the Services to work effectively.
- (f) authorise JDN or its agents to enter the Customer's premises to install or configure the Equipment or any third-party equipment or software that is necessary for the Services to work effectively.
- (g) set up on-line billing and not cancel on-line billing prior to the termination of the 6 Contract.
- (h) return to JDN a hardcopy of the signed Contract within 14 days of the Commencement Date.
- (i) until the Contract has been terminated, only contract with JDN in respect of the Services and shall not enter into a contract with a third party for the provision of Services which are provided under the Contract

8 Charges and payment

8.1 In addition to the charges detailed at clause 8.2 of these Conditions, the price for the Services and Equipment shall be the price set out in the Order or, if no price is quoted, the price set out in JDN's price list as at the Commencement Date. The price payable for additional services and out of bundle charges (unless indicated as inclusive in the Order), including but not limited to, bolt on services, call features, calls to international numbers, calls to the Channel Islands, calls to service numbers, calls to premium rate numbers, calls to 09 numbers, calls to 0845 & 0870 numbers, calls to 0500 numbers, calls to mobiles, internet calls, calls to 074 numbers, calls to 070 numbers, calls to a personal numbering service, satellite calls, calls to or involving Lyca Mobile or similar international call providers, calls or data usage above the Fair Usage Policy, information and paging services shall be the price specified in JDN's price list in force at the time such additional services or out of bundle services are utilised.

8.2 The Customer shall be liable to pay to JDN: (a) a disconnection fee of £250

8.3 Where the Order specifies a free or discounted virtual telephone number or numbers and where a Small Business Customer cancels Fixed Line Telecommunications Services or broadband services under clause 15, the discount shall be removed and the Customer shall remain liable to pay the non-discounted price specified in the Order (if no price is specified in the Order the price detailed in JDN's price list shall be payable) for the virtual number or numbers if such number or numbers are connected prior to JDN receiving the Customer's cancellation request.

8.4 JDN reserves the right to:

(a) increase the Charges from time to time and shall provide the Customer with at least 7 days' notice prior to such increase taking effect. For the avoidance of doubt, the Customer shall not be entitled to terminate the Contract upon any increase in Charges; and

(b) increase the price of the Equipment, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment to JDN.

8.5 JDN may invoice the Customer for Charges under the Contract. The Customer shall pay each invoice submitted by JDN:

(a) within 14 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by JDN by way of direct debit, failing which a payment processing fee of £6 per invoice shall be payable by the Customer, and

(c) time for payment shall be of the essence of the Contract

Where the Customer cancels a direct debit mandate to JDN a cancellation fee of £15 shall be payable in respect of each instance of cancellation.

Invoices will be provided to the customer in braille or audio formats upon request subject to the Customer paying a fee of £15 per invoice.

8.6 The Customer shall be liable to pay the Charges whether the Services are being utilised by the Customer or a third party. This includes all Charges arising from unauthorised or fraudulent use.

8.7 invoices shall be deemed to be undisputed, and the Customer acknowledges that it shall not be entitled to dispute an invoice unless the Customer notifies JDN in writing of any dispute (clearly identifying the reasons for the dispute) within 30 days of the date of the invoice.

8.8 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by JDN to the Customer, the Customer shall, on receipt of a valid VAT invoice from JDN, pay to JDN such additional amounts in respect of VAT as are chargeable on the supply of the Services or Equipment at the same time as payment is due for the supply of the Services or Equipment.

8.9 If the Customer fails to make a payment due to JDN under the Contract by the due date, then, without limiting JDN's remedies under clause 13 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.9 will accrue each day at 4% a year above the TSB Bank's base rate compounding quarterly.

8.10 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). JDN may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by JDN to the Customer.

8.11 Where a business or entity utilises services in place of the Customer such as when taking over the Customer's premises the services shall be in accordance with Out of Contract and Emergency Charges and all usage including calls and data shall be classed as out of bundle usage payable at the rates specified in the "Landline Tariff Chart" at jdnetworks.co.uk

8.12 Each year the monthly tariff charge (as detailed in the Order) will be subject to an annual adjustment not exceeding the RPI Rate plus an additional 1.3% and the adjusted amount (new tariff price) will appear on the Customer's April invoice onwards.

9 Deal Incentives

9.1 Where a Deal Incentive is specified in the Order, such Deal Incentive shall be cancelled and the Customer liable to pay full rates (without discount) if the Customer breaches the Contract in any way during the Minimum Period. The value of any Deal Incentive specified in the Order shall be exclusive of VAT.

9.2 Where the Order specifies a price promise, price match or price match guarantee (or words to similar effect) such "Price Match" can be utilised by the Customer only during the month of the Minimum Period specified in the Order. The Customer shall provide a written quote for like for like services under the Contract from a third-party provider licensed by Ofcom ("Quote"). The Quote must be for a minimum term contract with at least

the same number of months remaining under the Contract. If JDN can match the Quote, the Contract shall continue at the same Price as detailed in the Quote. If JDN are unwilling to match the Quote, the Customer shall be at liberty to transfer the Services and terminate the Contract without liability for the charges detailed at clause 14.2

10 Buyout

10.1 The Customer acknowledges that by entering into the Contract, the Customer may have to pay termination or other charges to a third party or parties for cancelling or terminating a pre-existing contract with that third party or parties.

10.2 The Order may specify a sum that JDN is prepared to reimburse the Customer to cover some or all of the termination charges referred to in clause 10.1 (Buyout). Subject to clause 10.3, JDN shall reimburse the Customer with the Buyout value specified in the Order upon receipt by JDN of the Customer's previous supplier's final bill, from the Customer, for the value of the Buyout.

10.3 Notwithstanding this clause 10, it shall remain the Customer's liability to pay any termination or similar charges referred to in clause 10.1. Providing the Customer has not committed a breach of their JDN Contract and upon receipt of final bill in accordance with clause 10.2, JDN shall reimburse the Customer for the amount of the Buyout. The reimbursement under this clause 10 shall be paid monthly by way of credits to the Customer's bills across 3 monthly instalments, following receipt of the final bill as referenced in clause 10.2 above.

10.4 Where the Buyout figure specified in the Order is insufficient to cover all the charges, the outstanding balance owed to the Customer's previous supplier, or is insufficient to fully redeem a specified contract, the Customer shall remain liable to pay the remainder. For the avoidance of doubt, the maximum liability to JDN for a Buyout is the amount that the Customer is liable to pay its old supplier, or the amount specified in the Order (whichever is the lower amount).

10.5 Where JDN, despite not being contractually obliged to do so, pays the Buyout sum, whether in a lump sum or instalments, to the Customer up front as opposed to by way of reimbursement, such Buyout sum paid by JDN to the Customer shall be paid over to the third party in respect of the pre-existing contract without delay.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information including, but not limited to, the business, affairs or charges of the other party, except as permitted by clause 11.2

11.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1 Nothing in these Conditions shall limit or exclude JDN's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.

(b) fraud or fraudulent misrepresentation; and

(c) any other matter in respect of which liability cannot lawfully be limited or excluded.

12.2 Subject to clause 12.1, JDN shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits.
- (b) loss of sales or business.
- (c) loss of agreements or contracts.
- (d) loss of anticipated savings.
- (e) loss of use or corruption of software, data or information.
- (f) loss of or damage to goodwill; or
- (g) any indirect or consequential loss.

12.3 Subject to clause 12.1, JDN's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to the amount paid by the Customer to JDN for Charges paid under the Contract.

12.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (as amended) and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 (as amended) are, to the fullest extent permitted by law, excluded from the Contract.

12.5 This clause 12 shall survive termination of the Contract.

12.6 Subject to clause 12.1, JDN and the Customer agree that the Contract shall not be rescindable on grounds of misrepresentation.

13 Termination and Suspension:

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

13.1 Subject to clause 14.2 the Customer may terminate the Contract at any time by giving JDN 3 months' written notice.

13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so.

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business: or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3 Without affecting any other right or remedy available to it, JDN may terminate the Contract with immediate effect by giving written notice to the Customer if: (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or (b) there is a change of control of the Customer.

13.4 Without affecting any other right or remedy available to it, JDN may suspend the supply of Services, disconnect the services or suspend all further deliveries of Equipment under the Contract or any other contract between the Customer and JDN if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2(b) to clause

13.2(d), or JDN reasonably believes that the Customer is about to become subject to any of them.

13.5 Without affecting any other right or remedy available to it, JDN may suspend the supply of Services, disconnect the Services or suspend all further deliveries of Equipment under the Contract or any other contract between the Customer and JDN if the customer fails to pay a deposit or provide a guarantee contrary to clause 2.2.

13.6 Where the Services are suspended or disconnected under clauses 13.4 or 13.5, the Customer shall be liable to pay to JDN a disconnection fee of £29 for each instance of disconnection.

14 Consequences of termination

14.1 On termination of the Contract the Customer shall immediately pay to JDN all Charges together with all of JDN's outstanding unpaid invoices and interest and, in respect of Services and Equipment supplied or Charges for which no invoice has been submitted, JDN shall submit an invoice, which shall be payable by the Customer immediately on receipt.

14.2 Cancellation Fees will be payable by the Customer to JDN if the Contract is terminated prior to the expiry of the Minimum Period or, once the Contract has renewed under clause 15, prior to the expiry of any Renewal Period.

14.3 The Cancellation Fees payable in accordance with clause 14.2 shall be invoiced by JDN to the Customer and shall be payable immediately upon receipt.

14.4 The Customer acknowledges that the Cancellation Fees represent a genuine pre- estimate of the loss suffered by JDN due to early termination, having regard to the overall commercial deal between the parties and that the Cancellation Fees do not represent a penalty.

14.5 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.6 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

15. Small Business Customers and Renewal

15.1 Unless the Customer has provided 30 days' written notice to terminate the Contract prior to the expiry of the Minimum Period, the Contract shall automatically renew for a further period of 12 months (Renewal Period) and the Contract shall continue to renew for successive Renewal Periods until the Customer provides 30 days' written notice to terminate to expire at the end of any Renewal Period. Clause 14.2 shall apply if the Contract is terminated prior to the expiry of any 12-month Renewal Period.

15.2 Clause 15.1 shall not apply to a Small Business Customer.

15.3 Notwithstanding clauses 13 and 14, a Small Business Customer may terminate the Contract within the Transfer Period (as defined in Ofcom's general conditions) so far as it relates to Fixed Line Telecommunications Services & broadband services only and clause 14.2 shall not apply. Where multiple Services are provided under the Contract the provision of any virtual numbers shall be under a distinct and separate Contract notwithstanding the bundle discount that may be applied across the Contracts. Once any virtual number or numbers are connected, the provisions of clauses 13 and 14 shall apply to such number(s) should the Customer cancel any Services.

16. Dispute Resolution

16.1 The parties shall use their reasonable endeavours to resolve disputes arising from or in connection with the Contract (Dispute). If either party wishes to raise a Dispute, it shall notify the other party in writing (in accordance with clause 18.2) clearly identifying the reasons for the Dispute and providing copies of any supporting documentation that is relied on.

16.2 A Small Business Customer may be able to take a Dispute to adjudication under the Communications & Internet Services Adjudication

Scheme (CISAS) dispute resolution scheme. A copy of JDN's complaints code is at JDNetworks.co.uk

16.3 Nothing in this Contract prevents JDN from seeking a legal remedy through the courts at any time. The time costs of JDN's In House Solicitor dealing with a Dispute (including but not limited to the recovery of Charges and/or Cancellation Fees) both before and during any court claim shall be payable by the Customer to JDN on an indemnity basis at the 13 guideline rate for a band A fee earner specified at www.gov.uk/guidance/solicitors-guideline-hourly-rates and at the grade for where the Customer's principal place of business is situated (Legal Costs). The Customer acknowledges that such Legal Costs are reasonable and payable notwithstanding rule 27.14 of the Civil Procedure Rules or any successor provision dealing with the recoverability of costs on the small claims track.

16.4 Any overdue invoice issued by JDN to the Customer may be referred to a third-party debt agency and the Customer shall be liable to pay such third party's fees in addition to JDN's Legal Costs.

17 Force majeure

JDN shall not be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

18 General

18.1 Assignment and other dealings

(a) JDN may at any time novate the Contract or assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

18.2 Notices.

(a) Any notice or other communication given by the Customer to JDN under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid recorded delivery post or next working day delivery service at JDN's registered office or such other address where JDN asks the Customer to send notices to.

(b) Any notice or other communication given by JDN to the Customer under or in connection with the Contract shall be sent to the Customer's contact email address specified in the Order (or such other primary email address of the Customer as JDN may elect), or by post to the Customer's registered office (if a company) or the address specified in the Order or any other address where the Customer requests JDN to send notices to.

(c) Any notice or other communication shall be deemed to have been received: if delivered by hand or recorded delivery post or by a next working day delivery service, on signature of a delivery receipt; if sent by first- or second-class post (non-recorded) at 9am on the second business day after posting; or if sent by email at the time of transmission.

(d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

18.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18.4 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict

any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

18.6 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in the Contract.

18.7 Third parties' rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.8 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (in the case of JDN to be signed by a director). JDN may change these Conditions from time to time and the varied or updated Conditions shall be available to view at JDNetworks.co.uk. Minor changes will take effect immediately upon the varied Conditions being posted at JDNetworks.co.uk and material changes shall take effect 30 days after the varied Conditions have been posted at JDNetworks.co.uk.

18.9 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.