

# Licence for the use of certain Janet Services

## Terms and Conditions

### INTRODUCTION

1. Janet agrees to provide to the Customer, and the Customer agrees to pay for, certain Janet Services subject to these Terms.

### DEFINITIONS

2. "**Commencement Date**" is the date when the Customer sets up ISDN invoicing accounts and which is recorded in the Janet Videoconferencing Services Booking Service.

3. "**Customer**" is the organisation that has agreed to this Licence by completing online registration through the Janet Videoconferencing Services Booking Service.

4. "**Fee**" is the amount charged by Janet to the Customer under this Licence as detailed in Schedule 1.

5. "**Funding Councils**" are the Higher Education Funding Council for England, the Learning and Skills Council, the Scottish Higher Education Funding Council, the Scottish Further Education Funding Council, the Higher Education Funding Council for Wales, the National Council for Education and Training for Wales and the Department of Employment and Learning Northern Ireland.

6. "**Janet Services**" are the specific services listed in Schedule 1.

7. "**Licence**" is these Terms and any written notification given by Janet from time to time to the Customer detailing the Fee.

8. "**Terms**" are these terms and conditions.

9. "**Terms for the Provision of the Janet Service**" are the terms included in the document of the same name (reference CONREF1001) on the Janet web site as amended from time to time.

10. "**Janet**" is The JNT ASSOCIATION (Company Number 2881024) whose registered office is at Atlas Centre, Chilton, Didcot, Oxfordshire OX11 0QS and which trades as Janet.

## **TERMS OF THIS LICENCE**

### **Term:**

11. This Licence comes into force on the Commencement Date. This Licence will continue up to (and including) the following 31 July and will thereafter be renewed automatically on an annual basis on 1 August each year, unless terminated in accordance with Clause 18 or 19.

### **Charges:**

12. The Fee will be charged in accordance with the provision of Schedule 1. The Fee quoted is exclusive of VAT.

13. The Customer shall pay each invoice submitted by Janet in respect of the Fee within thirty (30) days of the date of the invoice. Janet reserves the right to charge interest on late payments at the rate of four per cent (4%) above the base lending rate from time to time of HSBC Bank plc from the date of the invoice until payment is received.

14. Janet reserves the right to vary the Fee for the second and each subsequent year of the Licence on giving the Customer three (3) months' prior written notice.

### **Customer's Responsibilities:**

15. The Customer must ensure that its use of the Janet Services complies with the Janet Acceptable Use Policy and the Janet Security Policy (copies of which are available on the Janet website).

16. The Customer is bound by the Terms for the Provision of the Janet Service (except for clauses 29 and 38, which shall not apply).

### **Order of Precedence:**

17. Should there be any conflict or inconsistency between the provisions of this Licence and the provisions of the other documents referred to in Clauses 15 and 16, then the following order of descending precedence shall be applied: first, this Licence; second, the Terms for the Provision of the Janet Service; third, the Janet Security Policy; and fourth, the Janet Acceptable Use Policy.

### **Termination:**

18. The Customer may terminate this Licence at any time by making a written request to Janet, given on the Customer's headed notepaper. Janet may terminate this Licence at any time by giving at least six (6) months' written notice to the Customer.

19. Janet may, by giving written notice to the Customer, terminate this Licence with immediate effect if the Customer:

- a. commits a breach of these Terms, the Janet Acceptable Use Policy, the Janet

Security Policy or the Terms for the Provision of the Janet Service, which is not capable of remedy; or

- b. commits a breach of these Terms, the Janet Acceptable Use Policy, the Janet Security Policy or the Terms for the Provision of the Janet Service, which is capable of remedy but is not remedied within thirty (30) days of receipt of written notice from Janet specifying the breach and requesting remedy; or
- c. is unable to pay its debts within the meaning of Section 123 of the Insolvency Act, or if it has a receiver or administrative receiver appointed over all or any part of its business or assets, or it passes a resolution for winding-up, or it enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction or if it ceases or threatens to cease to carry on business.

20. If this Licence is terminated (excluding termination under Clause 19) and the Fee has been paid to Janet in advance, the Fee will be refunded pro-rata for the remaining term of the Licence. If this Licence is terminated under Clause 19 and the fee has been paid to Janet in advance, the Fee will not be refunded to the Customer. If this Licence is terminated (for whatever reason) and the Fee or any part thereof is to be paid to Janet in arrears, termination will not affect the Customer's liability to pay the Fee or any part thereof.

## **General**

21. This Licence is personal to the Customer and the Customer may not assign this Licence without the prior written consent of Janet.

22. If any provision of these Terms is held to be unenforceable by any court of competent jurisdiction, all other provisions will nevertheless continue in full force and effect.

23. No failure or delay by Janet in exercising any right or remedy under this Licence will operate as a waiver or it, nor will any partial exercise of any right or remedy preclude the further exercise of it or the exercise of any other right or remedy.

24. All notices which are required to be given under this Licence must be in writing and must be sent by first class prepaid letter or by facsimile transmission to the address of the intended recipient set out in Schedule 1 (or such other address which the recipient designates by notice given in accordance with this Clause 24). Notice shall be deemed to be served 48 hours after posting (if sent by first class post) or when dispatched (if sent by facsimile transmission).

25. No third party is entitled to the benefit of this Licence under the Contracts (Rights of Third Parties) Act 1999. The right of either party to vary or terminate this Licence shall not be subject to the consent of any third party.

26. This Licence constitutes the entire agreement between the parties in respect of the JANET Services and supersedes all other agreements, arrangements and understandings between the parties in respect of such subject matter.

27. Janet reserves the right to amend these Terms, the Janet Connection Policy, the Janet Acceptable Use Policy, the Terms for the Provision of the Janet Service and the Janet Security Policy from time to time, in which event Janet will notify the Customer of this fact and make available to the Customer a copy of the amended Terms or policies (as appropriate).

**Note:** a copy of the current version of the Terms, the Janet Connection Policy, the Janet Acceptable Use Policy, the Terms for the Provision of the Janet Service and the Janet Security Policy may be obtained from Janet's website located at URL [www.ja.net](http://www.ja.net) <sup>[1]</sup>.

28. This Licence is governed by the laws of England and Wales and the English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Licence.

## **SCHEDULE ONE**

### **The ISDN Invoicing Service**

29. The Janet Videoconferencing Service (JVCS) supports multipoint videoconferencing using the H.320/ISDN and H.323/IP standards.

30. Organisations making use of H.320 videoconferencing must provide their own ISDN lines locally and make provision to cover the cost of ISDN call charges.

31. In usual circumstances Janet Videoconferencing Service will issue a dial-in number to enable an H.320 videoconferencing endpoint to participate in a videoconference. However, it is recognised that in some instances it is appropriate for Janet Videoconferencing Service to dial-out over ISDN to service users. When this option is used, Janet will invoice service users for the cost of the ISDN call charges.

32. The Janet Videoconferencing Service ISDN Invoicing Service allows registered booking users of Janet Videoconferencing Service to set up ISDN invoicing accounts. Once a user has set up such an account they will be able to book dial-out ISDN videoconferences. All call charges incurred during dial-out ISDN videoconferences will be billed to the ISDN invoicing account associated with the booking user.

33. Janet reserves the right to bar the further booking of ISDN dial-out conferences where a previous invoice is outstanding.

### **Invoicing**

34. Organisations are charged for call charges on a cost-recovery basis. Janet Videoconferencing Service benefits from commercial rates for ISDN call, due to the volume of ISDN calls handled by the service. This saving is passed directly to service users.

35. A standing charge of £10.00 ex VAT is added to each invoice, for each account, to cover administration costs. Organisations should note that they can keep these costs to a minimum by setting up one account with multiple users, rather than having several accounts.

36. Invoices are sent out to registered organisations three times each year, in the middle of April, July and December (broadly in line with the end of academic terms). If the charges incurred by an organisation are minimal, then Janet may take the decision to carry the charges over into the next period, to ensure that administration costs are kept to a minimum.

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**Source URL:** <https://community.jisc.ac.uk/library/videoconferencing/licence-use-certain-janet-services>

### **Links**

[1] <http://www.ja.net>