



TERMS for the Provision of the JANET Service

Introduction

1. These Terms (as defined in clause 6) apply to the provision by JANET(UK) to the User Organisation of any or all of those networking services which JANET(UK) has agreed to make available as a result of its financial memorandum with the Higher Education Funding Council for England (“HEFCE”) (“the Services”), and apply to any Connection to JANET that a User Organisation has from time to time.
2. The User Organisation accepts the Services subject to these Terms, and will pay to JANET(UK) all Charges for the provision by JANET(UK) of the Connections, which Charges and Connections will be notified separately in writing by JANET(UK) to the User Organisation.
3. Parts of the Services may be delivered through a Metropolitan Area Network (“MAN”), which will connect to JANET, by a Regional Network Operator (“RNO”), pursuant to a separate agreement between JANET(UK) and the RNO. It is therefore necessary for certain provisions to be incorporated in these Terms as a result of that relationship. The RNO may provide other services to the User Organisation in accordance with clauses 62 and 63.

Definitions and Interpretations

4. “JANET(UK)” is the trading name of The JNT Association, a company limited by guarantee and registered at Companies House number 2881024, the registered office of which is Lumen House, Library Avenue, Harwell Science and Innovation Campus, Didcot, Oxfordshire OX11 0SG
5. The “User Organisation” is the institution or establishment with a Connection to JANET at any time, to whom JANET(UK) is providing the Services.
6. References to “these Terms” are to these terms and conditions and to any written notification given by JANET(UK) from time to time to the User Organisation detailing the specific Connections and applicable Charges, and references to “the parties” are to JANET(UK) and the User Organisation. Also, any references to “sub-contractors” of JANET(UK) will include any RNO.
7. “JANET” is the trade mark used for the collection of networking services and facilities which support communication requirements of the UK education and research community.
8. 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 Department for Children, Education, Lifelong Learning and Skills and the Department of Employment and Learning Northern Ireland are responsible jointly for the provision of JANET and own the JANET trade mark. They exercise this responsibility through their Joint Information Systems Committee (“the JISC”).
9. The “JANET IP Service” is the carrying of traffic to and from the User Organisation’s network using the Internet Protocol (“IP”) to the networks of other User Organisations connected to JANET, and to the global Internet.
10. A “Connection” to JANET is the provision of access to the Services via a particular interface, physical and electrical or optical, and at an agreed bandwidth. This interface will be the point of attachment of any telecommunications equipment provided by JANET(UK) or its subcontractors to the User Organisation’s own equipment, and excludes any cabling that might be required to perform this attachment. The Services are provided at this interface. The means of providing this access is at the sole discretion of JANET(UK).
11. The Domain Name Service (“DNS”) is the system of naming of individual management domains within the Internet for the purpose of representing IP addresses in mnemonic form, and for associated purposes.

12. "Charges" means the amounts specified by JANET(UK) from time to time as payable by the User Organisation for receipt of the Services for a defined period of time.
13. A "Minimum Service Period" means the length of time for which the User Organisation must continue to accept the Connection once it has agreed to its installation by JANET(UK). The Minimum Service Period is deemed to have commenced when the Connection is made available by JANET(UK) for use by the User Organisation. The Minimum Service Period for each Connection will be notified separately by JANET(UK) to the User Organisation if applicable.
14. "Equipment" is any equipment provided by JANET(UK) or an RNO or a sub-contractor of either and located on the premises of the User Organisation for the purpose of delivering the Services.
15. "Apparatus" is apparatus or equipment belonging to or utilised by or on behalf of the User Organisation that enables the User Organisation to use the Services.
16. All titles and unnumbered clauses beginning with the word "**Note:**" are included for clarification and additional information only and do not constitute part of these Terms.
17. All communications with the User Organisation concerning these Terms shall be with the named individual or individuals as defined in clauses 35 to 37 below.

The Services

18. The Services provided by JANET(UK) are those defined in a service level agreement between the JISC and JANET(UK) as required by its financial memorandum with HEFCE. Service types and levels defined in these Terms may be amended by the JISC in agreement with JANET(UK) from time to time as a result of changing requirements. Should there be a revised service level agreement, JANET(UK) will notify the User Organisation promptly of this fact and make available to the User Organisation a copy of the revised service level agreement, and the revised service level agreement will define the Services from the date of notification by JANET(UK).

Note: A copy of the current service level agreement may be obtained from JANET(UK)'s web site located at the URL www.ja.net.

Equipment Supplied to Provide the Services

19. The User Organisation will take reasonable care of any Equipment; operate and keep the Equipment in a safe manner and in accordance with any reasonable instructions provided by JANET(UK) and/or the RNO; and not utilise the Equipment for purposes other than in accordance with these instructions. The User Organisation will also agree to reasonable requests by JANET(UK) or its subcontractors for access to the Equipment for the purpose of maintaining the Equipment or the Services.
20. JANET(UK) and the RNO will continue to accept any liability for the theft of, damage to or loss of the Equipment whilst it is on the User Organisation's premises other than where the theft, damage or loss occurs as a result of the failure of the User Organisation to comply with the provisions of clause 19 of these Terms. In any case neither JANET(UK) nor any RNO accepts any liability for consequential loss resulting from the malfunction or the presence of the Equipment and the User Organisation must make its own arrangements to cover any such loss.
21. Should loss of or damage to the Equipment occur whilst it is on the User Organisation's premises, the User Organisation will notify JANET(UK) or the RNO as appropriate promptly of the nature and circumstances of the damage.
22. JANET(UK) and the RNO may modify, substitute, renew or add to their respective Equipment from time to time, in their sole discretion.
23. The User Organisation agrees that in any event it will:
 - 23.1 not (and will not allow anyone else to) sell, let, dispose of, charge, modify, maintain, remove, interfere or seize the Equipment or do anything else which prejudices JANET(UK)'s or the RNO's ownership rights in the Equipment;
 - 23.2 not remove, tamper with or obliterate any words or labels on the Equipment;
 - 23.3 at the request of JANET(UK) or the RNO produce evidence to JANET(UK) or the RNO that it has effected and is maintaining suitable insurance in respect of relevant risks relating

to such Equipment.

24. Subject to receipt of details of JANET(UK)'s and the RNO's relevant requirements, the User Organisation will prepare and maintain its premises and wayleaves for delivery, installation and application of the Equipment in accordance with the reasonable requirements of JANET(UK) and the RNO. The User Organisation will observe the provisions of any such wayleaves entered into in pursuance of these Terms, and co-operate with JANET(UK) and the RNO and use all reasonable endeavours to seek and enable such wayleaves.

The User Organisation's Electricity and Environmental Obligations

25. The User Organisation will procure, at its own expense, an electricity supply of such type, at such points and with such connections and maintain such operational environment as JANET(UK) or the RNO shall reasonably require in connection with the Services. No electricity will be supplied by JANET(UK) or the RNO and neither JANET(UK) nor the RNO will have any responsibility for failure to provide the Services or for any shortfall in the quality of the Services arising from problems with the electricity supply or the operational environment.

User Organisation Apparatus Compliance and Compatibility

26. The User Organisation will ensure that the Apparatus is programmed, equipped, compatible and connected for proper use of the Services and connection to JANET and the MAN in accordance with JANET(UK)'s and the RNO's reasonable instructions.
27. The User Organisation acknowledges that it alone, rather than JANET(UK) or the RNO, will be responsible for the competence, sufficiency, repair and maintenance of the Apparatus.
28. JANET(UK) reserves to itself and to the RNO the right to disconnect the Apparatus from the JANET network if and for so long as the Apparatus or the User Organisation's use of it does not or appears likely not to comply with any relevant law or causes or appears likely to cause death of or any personal injury to any person, or material damage to property, or infringes any intellectual property rights or materially impairs the JANET network or the quality of the Services available to the User Organisation or any other user.

Payment of and Variations to Charges

29. The User Organisation will pay any valid invoice submitted by JANET(UK) within 30 days of the date of issue. Failure by the User Organisation to pay outstanding Charges within this period constitutes a material breach of these Terms. In such circumstances, JANET(UK) may, in its absolute discretion and in addition and without prejudice to other remedies which JANET(UK) may choose to pursue:-
 - 29.1 apply the provisions of clause 45 of these Terms; and/or
 - 29.2 charge the User Organisation interest on late payments on a daily basis at a rate equivalent to 4% above the base lending rate of HSBC Bank plc then in force.
30. Should the User Organisation wish to dispute an invoice it will notify JANET(UK) in writing of the nature and details of the dispute within 30 days of the date of the invoice, provided that nothing in this clause will excuse the User Organisation from its payment obligations in respect of any undisputed part of the invoice.
31. JANET(UK) reserves the right to amend the Charges, including without limitation the amount, nature and type of Charges, from time to time at its own discretion, or at the instruction of the JISC in the case where a Charge is determined by the JISC. JANET(UK) will give notice of a minimum of three months (unless otherwise instructed by the JISC) of any amendment. If the User Organisation then wishes to terminate that Connection it may do so by giving notice of termination within one month of receiving JANET(UK)'s notice of the amended Charge. Termination will then come into effect from the date at which the amended Charge would otherwise apply.
32. JANET(UK) may request the User Organisation to supply information to JANET(UK) which is reasonably required by JANET(UK) to assist JANET(UK) to calculate Charges, including, but not limited to, IP network numbers characterising the User Organisation's own networks. It is the responsibility of the User Organisation to ensure that this information is provided accurately and that any

changes are notified promptly to JANET(UK). It is then JANET(UK)'s responsibility to use that information correctly.

Support for the Services

33. JANET(UK) offers through its JANET customer service function and through its various sub-contractors a level of support to the User Organisation. This support is defined in the service level agreement with the JISC and is offered to the computing services (or equivalent) organisation within the User Organisation. It is not available to individual members, staff, students and any other person to whom the Services are made available by the User Organisation.
34. The User Organisation is responsible for ensuring that its own support staff have a basic level of expertise in the technologies being employed to enable use of both the Connection and the Services and that the support staff will comply with reasonable requests from JANET(UK) and its sub-contractors, including as to the provision of suitable monitoring points. The level of support provided by JANET(UK) is based upon this expectation.

Provision of Contact Information

35. The User Organisation will provide to JANET(UK) contact information for the individual (or individuals or roles) responsible for the following functions concerned with the operation and administration of the Connection:
 - the financial administration of the Connection;
 - the technical management of the equipment associated with the Connection including fault reporting and basic support;
 - the management of any incidents related to computer and network security, both technical and disciplinary;
 - the overall management of the Connection and its use within the User Organisation (e.g. the Director of Computing Services, or equivalent).
36. The User Organisation will keep this contact information up to date by notifying JANET(UK) of any changes as and when they occur.

Note: Notification by electronic mail is acceptable—changes should be addressed to *service@JANET(UK).ac.uk*. Notification by telephone to the JANET customer service function is also acceptable.
37. In default of any part of this contact information, the administrative head of the User Organisation (e.g. vice-chancellor, principal or chief executive) will be deemed to be responsible for the relevant function or functions and will receive communications accordingly.

Termination of the Services

38. The User Organisation may request termination of any Connection(s) to take effect upon or at any time after the expiry of any Minimum Service Period that applies to that Connection, or, where there is no Minimum Service Period at any time, provided in each case that the User Organisation gives a minimum notice of two months in advance. JANET(UK) will upon the date of termination refund any portion of a payment made in advance by the User Organisation for that Connection and which would apply to service beyond the date of termination.

Note: In normal circumstances any refund will be calculated *pro rata* on the number of calendar days beyond the date of termination, compared with the number of calendar days in the total period of advance payment.
39. Upon termination of any Connection, any of the Equipment provided to the User Organisation for the sole purpose of provision of the service relating to that Connection will be returned to JANET(UK) or the RNO or to such other person as JANET(UK) directs within ten working days of termination and at the User Organisation's expense.
40. In the event that all Connections are terminated (for whatever reason) these Terms will also terminate

upon the date of termination of the last remaining Connection. Any expiry or termination of these Terms will not affect any accrued rights or liability of either party or of the RNO, nor will it affect the coming into force, or the continuance in force, of any provision in these Terms that is expressly, or by implication, intended to come into or to continue in force on or after termination.

Acceptable Use of JANET and the MANs

41. The User Organisation will ensure that all use of JANET by its members, staff, students and anyone else to whom JANET is made available by the User Organisation conforms to the then current versions of the JANET Acceptable Use Policy and its Security Policy. These policies may be amended from time to time by the JISC. Should an amended policy be issued by the JISC, JANET(UK) will notify the User Organisation promptly of this fact and make available to the User Organisation a copy of the amended policy.

Note: A copy of the current version of the JANET Acceptable Use Policy and Security Policy may be obtained from JANET(UK)'s web site located at URL www.ja.net.

42. In addition to its obligations under clause 41 above, the User Organisation will ensure that all use of the relevant MAN by its members, staff, students and anyone else to whom JANET is made available by the User Organisation conforms to any RNO acceptable use, connection, or security policies notified by the RNO to the User Organisation from time to time.

Note: A copy of the current version of the MAN policies may be obtained from the relevant RNO.

Restrictions on Use of the Services

43. The User Organisation undertakes to use the Services in accordance with any telecommunications or other licences which govern the running of a telecommunication system by JANET(UK), the RNO or the User Organisation.

44. The User Organisation will not resell or permit the resale directly or indirectly, and whether for money or money's worth or for no consideration, of any or all of the Services to any third party except where authorised by JANET(UK). The User Organisation will not permit use of the MAN services by any third party, directly or indirectly, except where authorised by the RNO.

Withdrawal of the Services

45. JANET(UK) may by written notice withdraw the Services to the User Organisation under these Terms in whole or in part with immediate effect:

45.1 permanently, if HEFCE at any time terminates its financial memorandum with JANET(UK); or

45.2 permanently, if the JISC instructs JANET(UK) under the Terms of its service level agreement that service to the User Organisation is to be discontinued; or

45.3 permanently, if the User Organisation commits at any time a material breach of these Terms which cannot be remedied or if the User Organisation commits any breach of these Terms (whether or not material) and which is not remedied in accordance with clause 46; or

45.4 temporarily, if the User Organisation commits a breach of these Terms (whether material or not) for so long as the breach continues unremedied; or

JANET(UK) or the RNO may by written notice withdraw the Services to the User Organisation under these Terms in whole or in part and with immediate effect:

45.5 temporarily, if JANET(UK) or the RNO believes that use of the Services by the User Organisation is causing, or will cause, disruption or damage to JANET or the MAN operated by the RNO, or is having or will have an adverse effect on JANET(UK)'s or the RNO's contractual or other relationships with third parties, or leads or will lead to any other circumstance which JANET(UK) may reasonably wish to avoid.

46. If the User Organisation commits any breach of these Terms (whether material or not) which is capable of remedy, JANET(UK) will notify the User Organisation giving it a 30 day period in which to remedy the breach before permanent withdrawal of any of the Services (provided that this does not affect any of JANET(UK)'s or the RNO's rights to withdraw temporarily the Services without notice under clause 45).
47. In withdrawing any of the Services JANET(UK) and, in respect of clause 45.5 the RNO, will apply any procedures laid out in JANET(UK)'s service level agreement with the JISC. These procedures may be amended from time to time. Where JANET(UK) becomes aware of any event which is likely to give rise to notice of termination under clause 45.1 or 45.2, JANET(UK) will inform the User Organisation promptly of such event.
48. Where withdrawal of the Services is permanent clauses 39 and 40 pertaining to the termination of these Terms will apply.

Access by JANET(UK) to Transmissions and to Connection Equipment

49. JANET(UK) and its subcontractors will have the right to examine transmissions made along the JANET network where it has reasonable grounds to believe that such transmissions would be a breach of any clauses of these Terms, or are of a nature likely to cause harm or distress to anyone, or otherwise to breach the law. It will also have the right to remove (or otherwise cause not to be transmitted onwards through the network) any material which, in its reasonable opinion, is of such a nature. JANET(UK) and its subcontractors will not, and are not able, routinely to monitor transmissions made along the JANET network.

Note: the transmission of such material would contravene the JANET Acceptable Use Policy and therefore would render the User Organisation liable to withdrawal of service and possible legal action.

50. JANET(UK) and its sub-contractors may provide a copy of such material to any authority where this is required in the course of an investigation into an actual or potential breach of the law or is otherwise required by law. Other than in such a circumstance, JANET(UK) will treat such material as confidential to the User Organisation and will take reasonable care that it is not disclosed to a third party unless this is authorised by the User Organisation.
51. JANET(UK) and its sub-contractors may from time to time request remote access to their Equipment which might be under the management of the User Organisation for the purposes of collection of statistics or of resolving reliability or performance problems. Where this access is not provided by the User Organisation, JANET(UK) will not be held responsible for failure to meet any level of service in this regard required by its service level agreement with the JISC.

Provision of IP Network Numbers

52. In connecting to the JANET IP Service, the User Organisation will use IP network numbers assigned to it by JANET(UK) from that part of the IP address space allocated to JANET, unless otherwise agreed in writing beforehand (JANET(UK)'s agreement not to be unreasonably withheld). JANET(UK) is not obliged to accept any other network numbers for use in connecting to the JANET IP Service.
53. If the Connection is terminated, permission to use any IP network numbers that have been supplied by JANET(UK) for the purpose of providing the JANET IP Service will cease. The User Organisation will, unless otherwise agreed in writing with JANET(UK) (JANET(UK)'s agreement not to be unreasonably withheld), discontinue immediately the use any such network numbers.

Provision of DNS Names

54. As part of the provision of the JANET IP Service, JANET(UK) will obtain on behalf of the User Organisation a suitable name within the DNS.
55. The User Organisation is not entitled to any particular name within the DNS, either upon application for that name or subsequent to its allocation. However, JANET(UK) will use its reasonable endeavours to allocate a name which accords with the User Organisation's wishes, subject to any regulations that

pertain to names allocated within the relevant domain. JANET(UK) will not allocate to a User Organisation a name which, in JANET(UK)'s sole opinion, could reasonably be expected to be more appropriate to another.

56. If the Connection is terminated the User Organisation may continue to use the DNS name assigned to it only if it agrees in writing to the transfer of administration of the name to itself or to another service provider, and to reimbursement of all reasonable costs incurred by JANET(UK) for the transfer and continued use of the name.

Compliance with the Data Protection Act 1998

57. Where the User Organisation uses JANET in connection with the processing of any personal data (as those terms are defined in the Data Protection Act 1998 ("the Act"), then the User Organisation will process that personal data in accordance with the provisions of the Act.
58. JANET(UK) and the RNO and their sub-contractors may share contact information of individuals at the User Organisation, for the purposes of administering the Connection and otherwise providing the Services. The User Organisation will ensure that all such individuals are aware of, and consent to, the processing of their personal data in this way.

Supervision by the User Organisation

59. The User Organisation retains the responsibility of ensuring that its members' transmissions, and those of persons for whom they are responsible, are not of a nature to cause harm or distress to anyone or otherwise to breach the law. Any responsibility for maintaining an adequate system of supervision of individual JANET users to ensure that these Terms are met shall lie with the User Organisation and not with JANET(UK) or any RNO.

Limitations to the Service Provided

60. JANET(UK) and the RNOs will use their reasonable endeavours to provide JANET as a continuous service, but some maintenance tasks are essential and there is a regular "At Risk" period for the network, the timing and duration of which is defined by the JISC through its service level agreement with JANET(UK), and which may be amended from time to time. There can be no expectation of service availability at such times.
61. All use of JANET is at the User Organisation's own risk, and the User Organisation must make its own risk assessment of the suitability of the Services for its particular requirements and manage its risks accordingly.

Additional Services Provided by RNOs

62. Except as provided in clause 63 below, in the event that an RNO provides services to the User Organisation which are outside the scope of the Services, the provision and acceptance of those services will be outside these Terms and will be subject to separate agreement between the RNO and the User Organisation.
63. If the User Organisation agrees with an RNO that the RNO will provide additional bandwidth to that which the User Organisation has agreed with JANET(UK), on a particular Connection to JANET, then the RNO's obligation to the User Organisation is in respect of the procurement of the agreed additional bandwidth only (and is subject to separate Terms between them including as to payment), and, in all other respects, these Terms will continue to apply to the Services being supplied over that Connection.

Limitations of Responsibility

64. JANET(UK) will use its reasonable endeavours to meet the performance and reliability targets defined by the JISC in its service level agreement. However, it takes no responsibility for failure to meet these targets, or for temporary failure caused by events or situations outside its reasonable control, or for any

acts or omissions on the part of any RNO. An RNO will use its reasonable endeavours to meet the performance and reliability targets defined in its service level agreement with JANET(UK). However, it takes no responsibility for failure to meet these targets, or for temporary failure caused by events or situations outside its reasonable control, or for any acts or omissions on the part of JANET(UK).

65. Nothing in these Terms will exclude or restrict JANET(UK)'s liability for death or personal injury resulting from the negligence of JANET(UK) or of its employees while acting in the course of their employment. Other than in this regard, JANET(UK) takes no responsibility for and has no liability in respect of:
- 65.1 any loss or harm caused by any party using JANET, other than an employee or agent of JANET(UK); or
 - 65.2 any indirect or consequential loss (including loss of profit) which may arise from faults in JANET; or
 - 65.3 any loss or harm caused by the content, direction, misdirection or loss of any transmission made along the JANET network.
66. The limitations of responsibility, disclaimers of liability and exclusions from those limitations in clause 65 above will apply equally to the RNOs and to the RNOs' subcontractors or other agents.

General

67. If the performance by JANET(UK) or the RNO of any of the Services shall be prevented by circumstances beyond its reasonable control, then JANET(UK) and the RNO will be excused from performance of that obligation for the duration of the relevant event.
68. These Terms are governed by 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 these Terms.
69. 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.
70. All notices which are required to be given under these Terms must be in writing and sent, in respect of JANET(UK), to the address set out in these Terms and, in respect of the User Organisation, to the address of its principal office, or any other address in the United Kingdom which the recipient may designate by notice given in accordance with the provisions of this clause. In the case of notice by electronic mail, it must be sent, in respect of the User Organisation, to the address provided by the User Organisation pursuant to clauses 35 and 36 and, in respect of JANET(UK), to *service@JANET(UK).ac.uk*.
71. Except where otherwise stipulated in these Terms, any notice may be delivered by first class prepaid letter or by facsimile transmission or by electronic mail or by a URL reference contained in an electronic mail. Notice will be deemed to have been served:
- 71.1 if by first class post, 48 hours after posting;
 - 71.2 if by facsimile transmission or electronic mail or by a URL reference contained in an electronic mail, when dispatched.

Notification of a variation of Charges under clause 31, or termination of these Terms under clause 38, or withdrawal of Services under clause 45 or breach of these Terms under clause 46 may only be given by first class post or by facsimile transmission.

72. Except in relation to clauses 3, 6, 14, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 34, 39, 40, 41, 42, 43, 44, 45, 47, 48, 49, 50, 51, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, and any other part of these Terms as from time to time amended which confer on the RNOs rights or benefits which are directly enforceable by them, the parties agree that no third party is entitled to the benefit of these Terms under the Contracts (Rights of Third Parties) Act 1999, or otherwise. No right of either party to agree any amendment, variation, waiver or settlement under or arising in respect of these Terms, or to terminate these Terms, will be subject to the consent of any person who has rights or can benefit under these Terms by virtue of that Act.
73. These Terms supersede all other agreements, arrangements and understandings between the parties in

respect of its subject matter, and constitutes the entire agreement between them relating to its subject matter; provided that nothing in these Terms restricts any party's liability for fraud.

74. JANET(UK) reserves the right to amend these Terms from time to time, and any new agreement will apply in relation to any Services being performed by JANET(UK) on or after the date of such revision.