

# Sure (Guernsey) Limited

## General Terms and Conditions

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These are the General Terms and Conditions which Sure rely on to supply all of its Services and products to You as Our customer.

Sure is the main provider of telecommunications Services to the Bailiwick of Guernsey.

Sure is a company registered in Guernsey under company number 38694 whose registered office is located at:

Centenary House  
La Vrangue  
St. Peter Port  
Guernsey  
GY1 2EY.

In addition to these General Terms and Conditions, specific terms and conditions will also apply to the Service or product You are ordering from Us as well as any additional terms and details contained in Your order for Our Services.

These General Terms and Conditions supersede and replace all previous versions.

### 1. DEFINITION AND INTERPRETATION

1.1. In this Agreement:

**"Acceptable Use Policy"** means a separate document showing the rules and etiquette governing Our customers in their use of the Internet and is available at [www.sure.com/guernsey/terms-and-conditions](http://www.sure.com/guernsey/terms-and-conditions).

**"Agreement"** means the contract between You and Us incorporating these Sure General Terms and Conditions, the Sure Service specific Terms and Conditions, Our Order Form, the Price List, the Service Level Agreement, the Fair Use Policy and the Acceptable Use Policy.

**"Artificially Inflated Traffic"** means a flow or volume of traffic via any Service, which We believe:

- (i) is disproportionate to the flow or volume of traffic which We expect from good faith commercial practice and usage of the Service;
- (ii) is disproportionate to Your previous traffic profiles (in any given month) with Us;
- (iii) uses automated means to make calls (save where this is expressly approved by Us in writing);  
or
- (iv) may result in You exceeding the credit limit which We place on Your account held with Us from time to time.

**"Bankruptcy/Insolvency Proceedings"** shall mean the commencement or instigation of any of the following proceedings, events or actions:

- (i) Any court makes a declaration of desastre, insolvency or bankruptcy or a receiving order or administration order in respect of You or if some event having equivalent effect occurs.
- (ii) A provisional vesting order is made against Your real property in any part of the Bailiwick of Guernsey.
- (ii) Proceedings are commenced, or a resolution is passed for Your winding up (otherwise than or the purposes of reconstruction or amalgamation).

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- (iv) A receiver is appointed by any of Your creditors.
- (v) You make or purport to make any composition or arrangement with, or conveyance or assignment of the benefit of, Your creditors, or do any act which may cause any of the foregoing to occur.
- (vi) Any application is made by or against You under the Insolvency Act in the UK or the Insolvency Law in Guernsey.
- (vii) Means bankruptcy proceedings, becoming insolvent, making any composition or arrangements with creditors or an assignment for their benefit, any execution, distress, diligence or seizure; or if You are a company, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having receiver or administrative receiver of any assets appointed.

**"Consumer Code of Practice"** means Our published Consumer Code of Practice that can be found at [www.sure.com/guernsey/terms-and-conditions](http://www.sure.com/guernsey/terms-and-conditions).

**"Consumer Customer"** means any of Our customers who use or request a Service for purposes which are outside of his or her trade, business or profession.

**"Contact Details"** means the name and telephone number of a person who is Your contact point.

**"CPE"** means customer premises equipment, or Telecommunications Apparatus (including any extension wiring and sockets) located at Your Premises and connected to a Telecommunications Network at a Network Terminating Point. All obligations relating to CPE are outlined in the Service specific Terms and Conditions applicable to that Service.

**"Fair Usage Policy"** means Our policy that applies to Our Services that provide access to the Internet. Our Fair Usage Policy is available at [www.sure.com/guernsey/terms-and-conditions](http://www.sure.com/guernsey/terms-and-conditions). Our Fair Usage Policy may change from time to time but any such changes will be made in accordance with Clause 28 which deals with variation of terms.

**"Fault"** means any failure of the Service causing continuous total loss of the ability to convey messages, but does not include the loss of such ability arising as a result of Our suspension of Service under the provision of this Agreement.

**"General Terms and Conditions"** means these Sure General Terms and Conditions issued by Sure (Guernsey) Limited.

**"Group"** means the relevant company, any holding company of that company, and any subsidiary of that company or its holding company.

**"Interconnection"** means the physical and/or logical linking of Telecommunication Networks used by the same or a different organisation in order to allow the users of one organisation to communicate with the users of the same or another organisation or to access services provided by another organisation; and services may be provided by the parties involved or other parties who have access to the network.

**"Network Terminating Point"** means any physical point of connection forming part of a telecommunications network at which another telecommunications network or CPE may be connected.

**"Normal Working Hours"** means work carried out between 8am and 5pm, Monday to Friday (but excluding Public/Bank Holidays in the Bailiwick of Guernsey).

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**"Order Form"** means Our order form, or any Sure contract, signed by You, detailing the Service and other relevant information, including where relevant the charges to be paid by You, forming part of this Agreement.

**"Other Licensed Operator"** means a telecoms operator licensed by the Guernsey Competition and Regulatory Authority ("GCRA") other than Us to whom an individual licence has been granted or who is authorised by a class licence to establish, operate or maintain a Telecommunications Network of a class or description specified in the licence, or to provide a telecommunications service of such a class or description, or both in accordance with the Telecommunications (Bailiwick of Guernsey) Law, 2001 or law in any other jurisdiction under which a telecommunications licence has been granted.

**"Premises"** means the premises in which the Service is or is to be provided under this Agreement.

**"Price List"** means Our published list of prices, rates, charges, fees for all Services as shown at [www.sure.com](http://www.sure.com).

**"Service"** means a telecommunications Service or any facilities provided by Us for You in connection with the Service, as specified in Our Order Form and the Service Level Agreement that forms part of this Agreement.

**"Service Delivery Date"** means the date on which We make Your Service ready for use.

**"Service Number"** has the same meaning as "numbers" in section 31 of the Telecommunications (Bailiwick of Guernsey) Law, 2001.

**"Service Level Agreement"** means any service level agreement/s that may form part of any applicable Service specific Terms and Conditions, and as such forms part of this Agreement.

**"Service Specific Terms and Conditions"** means any additional Sure terms and conditions belonging to a specific Sure Service.

**"Sure"** means Sure (Guernsey) Limited.

**"Telecommunications Apparatus"** means apparatus designed, constructed or adapted for use in emitting, transmitting, switching, conveying or receiving messages by means of a Telecommunications Network, including:

- (a) a wire used for the purpose of telecommunications Services together with any casing, coating, tube or pipe enclosing it and any Telecommunications Apparatus connected to it for the purpose of telecommunications; and
- (b) any apparatus used for transmitting messages or other communications by means of electric signals.

**"Telecommunications Equipment"** means equipment as outlined in the Service specific Terms and Conditions applicable to that Service.

**"Telecommunications Network"** means a network comprising Telecommunications Equipment for the emission, transmission, switching, conveyance or reception of messages through the agency of electric, magnetic, electro-magnetic, electro-chemical, electro-mechanical or electro-optical energy or by optic-electronic means.

**"You" or "Your"** means the customer entering into this Agreement.

**"We", "Us" or "Our"** means Sure (Guernsey) Limited or a third party authorised to act on Our behalf.

- 1.2. Other than for Clause 22 of the General Terms (see below), the order of precedence to resolve any inconsistency between different parts of the Agreement shall be: (i) the Order Form; (ii) Service Level Agreement; (iii) Service Specific Terms and Conditions; (iv) Acceptable Use Policy and Fair Usage Policy; and (v) the General Terms and Conditions.

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- 1.3. Headings shall not affect the interpretation of this Agreement.
- 1.4. Words in the singular shall include the plural and vice versa.
- 1.5. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6. Where the words 'include(s)', 'including' or 'in particular' are used in this agreement, they are deemed to have the words 'without limitation' following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

### 2. PROVISION OF SERVICE

- 2.1. We shall provide the Service to meet the Service Delivery Date specified in Our Service Level Agreement or another date that We agree with You in an Order Form.
- 2.2. We shall provide You with the Service although We cannot guarantee that it will always be Fault free.
- 2.3. If You ask Us to provide any part of the Service outside Normal Working Hours then We will charge You at Our applicable hourly rate as set out at [www.sure.com](http://www.sure.com).
- 2.4. For operational reasons, We may change the technical specification of the Service used by Us for provision of the Service to You, provided that any change to the technical specification does not materially adversely affect the performance of the Service.

### 3. DURATION AND ENTIRE AGREEMENT

- 3.1. This Agreement shall come into force immediately and shall continue until the Service is terminated.
- 3.2. This Agreement sets out the entire terms and conditions under which We provide the Service to You.
- 3.3. Any Clause that is expressly or implicitly intended to survive the termination of this Agreement shall survive termination of this Agreement.

### 4. CANCELLATION

- 4.1. Prior to the Service being provided, this Agreement may be cancelled by:
  - 4.1.1. You, although We may make a charge for any abortive work undertaken and/or any money spent to meet Your requirements;
  - 4.1.2. Us, if Clause 26 of this Agreement applies.

### 5. TERM OF SERVICE ("TERM")

- 5.1. The Service provided under this Agreement is for an initial term of 12 months from the Service Delivery Date or as otherwise specified on the Order Form (the "**Initial Term**") and thereafter will automatically continue until either Party serves one month's notice of termination in writing on the other or until the Service is terminated for any other reason provided in this Agreement.
- 5.2. A further Initial Term of Service shall apply in respect of each new facility added or any changes made to the Service at Your request, unless stated in any Service specific Terms and Conditions.

### 6. USE OF INFORMATION AND DATA PROTECTION

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- 6.1. You warrant that You have and do, and undertake that You will, comply with all applicable data protection legislation including, without limitation, the Data Protection (Bailiwick of Guernsey) Law 2001.
- 6.2. We warrant that We have and do, and undertake that We will, comply with all applicable data protection legislation including, without limitation, the Data Protection (Bailiwick of Guernsey) Law 2001.
- 6.3. We will use the information We have about You and Your use of the Service for marketing purposes. We will not do so if You ask Us not to.
- 6.4. We will process Your billing data and information about Your use of the Service for marketing Our own telecommunications products and Services. This enables Us to better inform You about products, Services and options that We provide and believe may be of particular interest to You. We will not disclose this information to anyone other than members of the Sure Group. We need Your consent to continue to give You all the benefits that this processing provides and You should indicate if you do not wish to provide Us with such consent on the Order Form for the Service.
- 6.5. We may pass information We have about You to other companies within the Sure Group in order to facilitate the provision of Services to You.

### **7. INFORMATION AND PERMISSIONS**

- 7.1. You must provide to Us when asked any information and /or co-operation that We may reasonably require in order for Us to provide the Service under this Agreement.
- 7.2. You shall promptly inform Us of any changes to any details originally provided to Us in relation to the Service and this Agreement.
- 7.3. In order to investigate abuse of the Telecommunications Network You must provide to Us, when asked, any information and records relating to the use of the Service or equipment.

### **8. CONFIDENTIALITY**

- 8.1. The parties will keep, in confidence, any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Agreement and will not disclose that information to any person (other than their employees, professional advisers, or any entity in the Sure Group) without the written consent of the other party.
- 8.2. This Clause 8 will not apply to:
  - 8.2.1. any information that has been published other than through a breach of this Agreement;
  - 8.2.2. information lawfully in the possession of the recipient before the relevant disclosure;
  - 8.2.3. information obtained from a third party who is free to disclose it;
  - 8.2.4. information that a party is requested to disclose and if it did not could be required by law to do so; and
  - 8.2.5. information requested by a governmental body, regulator, law enforcement agency or any other competent authority.

### **9. CALL MONITORING AND RECORDING**

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We may monitor and record calls made to You by Us or vice versa. We do this for the protection of both Parties, and to improve Our staff training, customer service and telemarketing purposes.

### **10. INTELLECTUAL PROPERTY**

- 10.1. Any intellectual property rights existing in any information, software and equipment supplied to You in connection with the Service shall remain Ours or the appropriate owners of such intellectual property rights. Such information shall not be copied, used or disclosed (other than for the purpose for which it was supplied) without Our prior written consent.
- 10.2. The intellectual property rights that exist in Services, software and equipment supplied to You by Us are owned by Us or Our licensors. By supplying You with Services, software and equipment, We are not transferring or assigning ownership of any intellectual property rights in or relating to them to You.
- 10.3. Where Sure creates intellectual property rights during or as a result of the supply of the Services, or CPE to You, We shall own all of these intellectual property rights.
- 10.4. You must not do anything to jeopardise the intellectual property rights of Sure or the licensors of Sure under this Clause 10.
- 10.5. The words or marks "Sure International" and "Sure" however represented, including stylised representations, all associated logos and symbols, and combinations of any of the foregoing with another word or mark, are the trademarks of the Sure group companies or third parties. All Rights Reserved.
- 10.6. Copyright of all information supplied to You in connection with the Service shall remain Ours or the copyright owners. Such information shall not be copied, used or disclosed (other than for the purpose for which it was supplied) without Our prior written consent.

### **11. ACCOMMODATION, POWER AND LIGHTNING PROTECTION**

See Service specific Terms and Conditions or terms in the Service Level Agreement applicable to that Service.

### **12. TELEPHONE NUMBERS**

We shall allocate a telephone number to You which You shall only use to access Your Service. We may reallocate or change such telephone numbers as a result of changes in applicable law or instructions from the GCRA, Ofcom in the UK, or an equivalent regulatory body, but will exercise all reasonable endeavours to minimise any disruption to You. We may withdraw telephone numbers that have been allocated to You as a result of Your failure to comply with this Agreement.

### **13. DEPOSITS AND PAYMENTS IN ADVANCE**

We may carry out credit checks and refuse to provide the Service to You if the result of the credit check is not satisfactory. We may, from time to time, require payment of a deposit. If a deposit is required, We shall notify You of the amount and You shall pay Us immediately. We may credit the deposit against any charges due to Us or upon discharge of Your liabilities to Us, refund it together with any interest that We may deem appropriate.

### **14. ACCESS TO PREMISES**

See Service specific Terms and Conditions and terms in the Service Level Agreement applicable to that Service.

### **15. INTERCONNECTION**

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- 15.1. If the Service requires Interconnection with Other Licensed Operators then We are only responsible and liable for the part of the Service under Our direct control.
- 15.2. We may suspend or terminate the Service immediately, without notice, if any other part of the Service not under Our direct control is terminated or suspended.
- 15.3. We may negotiate and enter into a contract for Service with Other Licensed Operators on Your behalf as part of the provision of a Service. We shall advise You of any specific or additional terms and conditions of the Other Licensed Operator and You shall be responsible for complying with them.
- 15.4. Where We are the party contracting for Service with the Other Licensed Operator, We will undertake to make payment for such Service directly to such Other Licensed Operators. We will recharge such payments to You either separately or within the Charges for the overall Service and may do so in advance at Our sole discretion.

### 16. USE OF SERVICE

- 16.1. We may from time to time give You instructions about the use of the Service that We believe are in the interests of health, safety or quality of service to You or other customers.
- 16.2. You or any other person may only use the Service in accordance with the Telecommunications (Bailiwick of Guernsey) Law, 2001 ("Telecoms Law") and any instructions that We may notify to You.
- 16.3. You shall not use the Service or permit any other person to use the Service:
- 16.3.1. for any communication that is grossly offensive or of an indecent, obscene or menacing character;
  - 16.3.2. for the purpose of causing annoyance, inconvenience or needless anxiety to another by sending messages that are known to be false or of a persistent nature;
  - 16.3.3. in breach of instructions We have given You under Clause 16.1;
  - 16.3.4. in a manner that violates Sure's Acceptable Use Policy (which may change from time to time);
  - 16.3.5. in breach of any other policies referred to under this Agreement; or
  - 16.3.6. in a manner that is or could entail the commission of an offence that is a breach of any relevant law or regulation.
- 16.4. In addition to the rights given under Clause 32, We may give You immediate notice and suspend the Service:
- 16.4.1. if it is used in a manner that materially harms the integrity, security or interoperability of the Telecommunications Network;
  - 16.4.2. if it is used with equipment that is not approved for connection to the Telecommunications Network;
  - 16.4.3. under the direction of a competent authority;
  - 16.4.4. if it is used in a manner, or in relation to, the commission of offences or alleged commission of offences against any relevant law or regulation;

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16.4.5. on the instructions of a government body, law enforcement agency, regulator, emergency services, court or other competent authority; or

16.4.6. if it is used in breach of Clause 16.3 whether by You or any other party with or without Your knowledge.

16.5. We may vary the technical specification of the Service from time to time and occasionally may have to change the Service Number.

16.6. Our Fair Usage Policy applies to some services that You may take from Us. If You use the Service in a way that violates Our Fair Usage Policy, We may restrict Your use of the Service by any means permitted under that policy. Such action may include, but is not limited to, restricting the amount of capacity made available to You for the use of the Service.

16.7. You are responsible for ensuring that anyone using Your Service complies with the terms of this Agreement. Any breach by such persons will be deemed as a breach by You of this Agreement.

### 17. CHARGES

17.1. All charges for the Service, which may be amended from time to time subject to the terms of this Agreement, will either be:

17.1.1. published at [www.sure.com](http://www.sure.com);

17.1.2. as shown on Your Order Form; or

17.1.3. available at our retail stores at Your request.

17.2. Rates published are available to You at [www.sure.com](http://www.sure.com) and include local taxes, where applicable, unless otherwise stated.

17.3. You are responsible for checking the details and accuracy of Your bill.

17.4. If you have chosen to receive your bills by E-billing (online):

17.4.1. We will send You a notification to the email address You provide Us, that your bill is ready to view online and due to be paid.

17.4.2. You must ensure that We have Your correct email address and that Your email account is correctly configured to receive Our email notifications. If You do not pay Your online bill because You have failed to provide the correct email address, or Our emails are blocked due to Your account settings or any other reason, then We may take various further actions for late payment as set out in sections 10 and 12.

17.5. If You choose to request a paper version of your bill, We reserve the right to charge You for this request.

17.6. If You choose to pay Your bill by any payment method other than by Direct Debit, We reserve the right to charge You for processing those payment methods.

### 18. PAYMENT

18.1. You shall pay to Us on demand all applicable charges for the relevant Service at rates specified at [www.sure.com](http://www.sure.com) or as shown on the relevant Order Form.

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18.2. All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law. You shall not be entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part.

18.3. We reserve the right to charge interest on any balances which remain unpaid from the due date until payment is made in full both before and after any judgment at the rate of four per cent (4%) above Bank of England base rate from and/or a late payment fee at rates notified from time to time at [www.sure.com](http://www.sure.com).

18.4. We will charge a fee if You choose to receive Your bills by paper. Details of these charges can be found at [www.sure.com](http://www.sure.com).

18.5. Where reactivation of Service is required, Sure reserves the right to charge a reactivation charge. Details of these charges can be found at [www.sure.com](http://www.sure.com).

### 19. DEFAULT ON PAYMENTS

19.1. If You do not pay any charges by the end of the month in which the bill for those charges was issued, We will send You a reminder stating that payment must be made within a further 7 days of the reminder date. If payment is still not received We can (without losing or reducing any other rights or remedy) immediately:

19.1.1. suspend the Service (including partially) temporarily without notice, though You remain liable to pay rental during the period of suspension;

19.1.2. terminate this Agreement and the Service provided under it by immediate notice.

### 20. FAULT REPAIR (Where applicable)

20.1. If You detect a Fault with Your Service then You must report it to Us by telephoning the number specified on Our Order Form, [www.sure.com](http://www.sure.com) or any other number that We may notify You of. You must provide Us with details of the nature of the Fault, the Service Number and Contact Details so that We can inform You of progress.

20.2. If You report a Fault in Your Service We will respond as detailed in Our Service Level Agreement, to correct the Fault by undertaking one or more of the following actions:

20.2.1. We will provide advice to You by telephone including any tests and checks that You should carry out;

20.2.2. where appropriate, We will carry out diagnostic tests from Our premises; and/or

20.2.3. attend a point in Our network or visit Your Premises if Our previous actions have not cleared the Fault and We consider that such a visit is necessary.

20.3. If We undertake work to correct a reported Fault in the Service and find there is none, We may charge You for the work at the applicable hourly rate as set out in Our Price List.

20.4. If, at Your specific request, We agree to attend a reported Fault in a Service outside Our Normal Working Hours then You will be charged at the applicable hourly rate set out in Our Price List or as detailed in Our Service Level Agreement.

### 21. RELOCATION AND RECONFIGURATION

21.1. If You ask Us to relocate or reconfigure the Service then We may either:

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- 21.1.1. agree to Your request and You may be liable to pay additional applicable charges set out at [www.sure.com](http://www.sure.com);
- 21.1.2. refuse Your request which shall be at Our sole discretion; or
- 21.1.3. require You to give notice to terminate Your Service and apply for a new Service.

### 22. LIABILITY

- 22.1. We do not exclude or restrict liability for death or personal injury resulting from Our negligence.
- 22.2. We are not liable to You either in contract, tort, (including negligence) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, or for any indirect or consequential loss or damage whatever.
- 22.3. Our liability to You in contract, tort (including negligence) or otherwise in relation to provision of the Service, or otherwise under this Agreement, is limited to the value of any amounts paid by You to Us under this Agreement in any 12 month rolling period, starting on the date on which We commence the provision of the Service in accordance with Clause 2.1.
- 22.4. Each provision of this Clause limiting or excluding liability operates separately. If any part is held unreasonable or inapplicable in any circumstances the other parts shall continue to apply.
- 22.5. We will accept liability for failure to meet any of Our obligations stated in any Service Level Agreement applicable to the Service but only to the extent stated in this Clause 22 and subject to Clause 26 of this Agreement. In any conflict between the terms and conditions of Clause 22 and the applicable Service specific Terms and Conditions or Service Level Agreement the terms and conditions of Clause 22 shall prevail.
- 22.6. You are responsible for the security and use of any access code, password or PIN numbers used with the Service. You are advised not to use them with CPE or any other appropriate equipment that has a memory, such as telephones with last number dialled and display facilities. We will not be held liable for any loss that You may suffer as a result of Your failure to comply with this Clause.
- 22.7. CPE does not provide immunity from fraudulent intrusion or hacking and You are responsible for ensuring that You have taken all measures to prevent such fraudulent use of Your CPE which may include hacking or any form of toll fraud, rogue dialling or other forms of fraud that causes Your CPE to make calls or incur charges that You are not aware of. We will not be held liable for any loss that You may incur as a result of any failure to comply with these terms and conditions or as a result of any fraudulent activity that is conducted against You through Your CPE. We do not monitor the usage of Your CPE on an individual basis and the monitoring of the charges incurred by You is Your responsibility. In the event that We incur charges as a result of any hacking or fraudulent activity, then We will seek to recover those charges from You in full and You will pay all such charges as may have been incurred.

### 23. INDEMNITY

You must indemnify Us against all claims that anyone other than Yourself threatens or makes against Us because of the way in which the Service is used.

### 24. ASSIGNMENT

- 24.1. We shall have the right to assign, subcontract or transfer all or any of Our rights and obligations under this Agreement to any person and shall notify You prior to exercising the right to assign, subcontract or transfer such rights or obligations.

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24.2. You shall not have the right to assign, subcontract or transfer all or any of Your rights and obligations under this Agreement to any other person, party or entity without our prior written consent.

### 25. LEGAL AND REGULATORY RESTRICTIONS ON YOUR SERVICE

If We are prevented by restrictions of a legal or regulatory nature from supplying the Service, We will have no liability to You for failure to supply the Service.

### 26. MATTERS BEYOND REASONABLE CONTROL

We are not liable for any breach of this Agreement which is caused by a matter beyond Our reasonable control including but not limited to: fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving Sure employees), severe weather, acts of any third party supplier, acts of government or other competent authorities, or any other matter which would constitute an act of God.

### 27. SEVERABILITY

If any provision of this contract is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected by that finding.

### 28. VARIATION

28.1. Subject to Our licensing requirements We may change the terms or conditions of this Agreement at any time however, if We change any terms to your detriment, except for those changes made under 28.2 then in accordance with Clause 33, You shall have the option to terminate the Agreement or Service without being liable to pay further charges.

28.2. We may change the terms or conditions where instructed to by a regulator or competent authority.

28.3. We will publish details of any change to this Agreement at [www.sure.com](http://www.sure.com).

### 29. WAIVER

If either party fails to exercise or enforce any right conferred by this Agreement it shall not be deemed to be a waiver of those rights nor bar the exercise or enforcement of them on any later occasion. If We waive a particular breach of this Agreement by You, that waiver is limited to the particular breach.

### 30. COMPLAINTS AND ARBITRATION

All complaints and arbitration shall be dealt with in accordance with Our Consumer Code of Practice.

### 31. NOTICE

31.1. Notices given under this Agreement must be given or made in writing and delivered by hand or prepaid post as follows:

31.1.1. To Us: Attention: Legal and Regulatory Director, PO Box 3, La Vrangue, St. Peter Port, Guernsey, GY1 3AB; or

31.1.2. To You: at the address that You ask Us to send bills, the address of the Premises, or if You are a limited company to Your registered office.

### 32. SUSPENSION

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32.1. We may suspend Your Service immediately and without notice:

- 32.1.1. in an emergency; including in order to provide or safeguard service to a hospital or to the emergency, or other essential, services or for the safeguarding of life or limb;
- 32.1.2. during any technical failure of the Telecommunications Network;
- 32.1.3. when it is necessary to safeguard the security and integrity of the Telecommunications Network;
- 32.1.4. to prevent or investigate an incidence of fraud or crime or alleged incidence thereof;
- 32.1.5. to prevent or investigate Artificially Inflated Traffic; or
- 32.1.6. to prevent a breach of any law or regulation.

32.2. We may suspend the Service giving You as much written or oral notice as reasonably practical and possible and not less than 24 hours:

- 32.2.1. for the purpose of repair, maintenance or improvement of Our Telecommunications Network; or
- 32.2.2. to permit the passage of vehicles with abnormal loads.

32.3. We may also suspend the Service if you breach any of the terms of the Agreement where a right of termination has arisen under Clause 33, or as otherwise stated in this Agreement (without losing or reducing any other rights or remedy, including terminating Your Service at a later stage).

32.4. If the cause of suspension is remedied, We shall restore the Service as soon as possible unless Our rights to terminate the Service have already been exercised.

32.5. You will remain liable to pay all Charges, including rental charges throughout the period in which Your Service is suspended.

### **33. TERMINATION**

33.1. We may terminate this Agreement by giving You at least one month's notice. If We give You notice then You must pay rental and any other applicable charges up to the expiry of the notice period. We will credit or refund the appropriate proportion of any rental paid in advance for the period after Your liability for rental ceases.

33.2. We may terminate or suspend provision of the Service to You in circumstances described in these Sure General Terms and Conditions and in particular Clauses 19 and 32 or if You fail to prevent the Service being used in a way that is prohibited under this Agreement.

33.3. You may terminate this Agreement by giving written notice to Us of at least one month. If You terminate this Agreement during the Initial Term of Service You shall be liable for any outstanding charges at the rate in force at the time. Outstanding rental charges shall not be payable if:

- 33.3.1. the Service is replaced with another Service from Us that We deem to be comparable; or
- 33.3.2. We materially change the rental charge or terms and conditions of this Agreement to Your detriment.

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- 33.4. Your notice of termination under 33.3 does not avoid any other liability for the Service already provided.
- 33.5. In addition to any other termination rights under this Agreement, either Party may terminate this Agreement or any Services by written notice (to the other Party, such notice to take effect forthwith:
- 33.5.1. if either Party has committed a material breach of this Agreement which is incapable of remedy;
  - 33.5.2. notwithstanding the separate termination right for non-payment of charges under Clause 19, if either Party has committed a material breach which is capable of remedy but which it fails to remedy within 30 calendar days (or any longer period agreed by the Parties in writing) of having been notified of such breach; or
  - 33.5.3. if the other Party is unable to pay its debts or becomes the subject of Bankruptcy/Insolvency Proceedings.
- 33.6. On termination under this Agreement or otherwise; as well as other sums payable up to the end of the Agreement, You may be required to pay Us the rental or other charges which would have been payable for the remainder of the Initial Term or subsequent Initial Term of Service at the rate in force in Our Price List at termination but We will make due allowances for any rental You have paid in advance for a period ending after the end of the Initial Term of Service Or subsequent Initial Term of Service, and make a repayment where appropriate.
- 33.7. As well as other sums that You may become liable to pay for, You continue to be liable to pay all charges that are due for the Service during the period in which You do not comply with this Agreement until the end of the Term.
- 33.8. We may terminate this agreement if You use the Service in a manner which breaches the Telecoms Law.
- 33.9. If You are a Consumer Customer, You may terminate the Service without any obligation to pay any further charges to us within 14 days of the date of Your Order Form, other than call charges incurred in that period, and provided that any equipment or gifts You receive or purchase from Us, including CPE, mobile phones, dongles, routers, on entering into the Agreement are returned to Us in the same condition, including the original packaging and documentation.

### **34. LAW**

This Agreement shall be governed by and constructed and interpreted in accordance with the Laws of the Island of Guernsey, and each party hereby submits to the exclusive jurisdiction of the Guernsey Courts.