Sure Telephony Service Specific Terms and Conditions

The Sure Telephony Service from Sure (Guernsey) Limited ("Sure") consists of a telephone line connected to a Network Terminating Point, whether it is for use as a home telephone, fax, Internet or a business line.

SECTION 1 – Service Specific Terms and Conditions

These Sure Service Specific Terms and Conditions should be read in conjunction with the Sure General Terms and Conditions. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions.

1. Definition and Interpretation

The Sure General Terms and Conditions include definitions. These definitions are in addition:

"Call Service Options" means the Call Service options made available by Sure and as may be amended from time to time.

"Customer Premises Equipment" means Telecommunications Apparatus (including any extension wiring and sockets) located at Your Premises and connected to a Telecommunications Network at a Network Termination Point.

"Directory Enquiry Service" means a directory information service, which is operator assisted and involves the operator looking up entries on a database, or is available online.

"Network Termination Point" means any physical point of connection forming part of a Telecommunications Network at which another Telecommunications Network or Customer Premises Equipment may be connected.

"Service Delivery Date" means the date on which We make the Telephony Service ready for use;

"Telecommunications Equipment" has the same meaning as in section 31 of The Telecommunications (Bailiwick of Guernsey) Law, 2001.

"Telephone Directory" means a telephone directory published from time to time by Us.

"Telephony Service" means the provision of a PSTN or ISDN telephone line to Your premises in accordance with these Sure Service Specific Terms and Conditions.

2. Provision of Service

2.1 We will provide the Telephony Service to the Network Terminating Point. All internal wiring, including extension wiring, sockets and structured cabling, and other Customer Premises Equipment are not covered by the provision of the Telephony Service and will be Your responsibility. The provision of such Customer Premises Equipment and internal wiring may be covered by separate Sure Service Specific Terms and Conditions and, where relevant, these will apply.

2.2 We will put Your name, address and Service Number in Our Telephone Directory and make the Service Number available from a Directory Enquiry Service unless You ask Us not to. You must pay an additional charge, as set out in Our Price List for any additional or special entries that We agree to provide in Our Telephone Directory. You should refer to the Telephone Directory Service Specific Terms & Conditions.

2.3 Should cabling on the Telecommunications Network side of the NTP form part of the Service then this is provided on the basis of surface mounted wiring in a standard environment.

3. Telecommunications Equipment

You are responsible for any Telecommunications Equipment that We provide at Your Premises and for its safe and proper use. You must not interfere with it nor let anybody else do so, unless authorized by Us. If any part

of Our Telecommunications Equipment is lost, destroyed or damaged, apart from fair wear and tear, You will be charged for its repair or replacement.

4. Payment

4.1 Rental for the Telephony Service will start on the Service Delivery Date, unless:

4.1.1 We notify You of a later date for the start of the Telephony Service when rental will be payable from; or

4.1.2 You use the Telephony Service before the Service Delivery Date, in which case rental will be payable from the date You first use the Telephony Service.

4.2 Rental is normally payable in advance but We may bill You in arrears. Except for a temporary Telephony Service, You must pay rental in accordance with Our billing cycle. We will apportion rental on a daily basis for incomplete billing periods.

4.3 Call charges will be calculated, except where We otherwise determine, using the details recorded at Our telephone exchange or provided to Us by Other Licensed Operators.

4.4 The call duration shall be the duration of the establishment of the means of communication.

5. Termination

5.1 You may terminate this Agreement by giving written notice to Us of at least 10 working days. 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:

5.1.1 the Service is replaced with another Service from Us that We deem to be comparable; or

5.1.2 We materially change the rental charge or terms and conditions of this Agreement to Your detriment.

6. Accommodation, Power and Lightning Protection

6.1 In order to provide the Telephony Service We will have to place Telecommunications Equipment on Your Premises. You must provide a suitable location and environment for Our Telecommunications Equipment. You must prepare Your Premises before the Telephony Service is provided according to any instructions that We may give You. We will take reasonable care when carrying out work on Your Premises but You will be responsible for any necessary re-decoration and for putting items back once We have completed the work.

6.2 You must supply at Your own expense, a suitable mains electricity supply and connection points, where We need them, if they are required for Our Telecommunications Equipment.

6.3 If You require You must provide at Your own expense, suitable lightning protection equipment for use with any Customer Premises Equipment associated with the Telephony Service.

7. Customer Premises Equipment

7.1 You must only connect Customer Premises Equipment to Our Telephony Service at Our designated Network Termination Point.

7.2 Your Customer Premises Equipment must only be used with Our Telephony Service as directed under The Telecommunications (Bailiwick of Guernsey) Law, 2001 and in a way that meets all relevant standards and instructions applicable to You. If Your Customer Premises Equipment does not comply with the above then You must disconnect it immediately or allow Us to do so at Your expense.

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8. Information and Permissions

8.1 You confirm that in respect of the Telephony Service:

8.1.1 We may install and keep the Telephony Service and Telecommunications Equipment at the Premises and have reasonable access to it; and

8.1.2 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of the Telephony Service until its removal.

9. Access to Premises

You shall let Us or Our representatives enter Your Premises for the purpose of installing, maintaining or removing the Telephony Service as long as We show You Our identity badge. We will meet Your reasonable requirements for the safety of people on Your Premises and You shall be responsible for the safety of Our representatives whilst on Your Premises.

10. Use of Information

In providing information for inclusion in the alphabetical section of Our Telephone Directory, You agree that We will also provide the information to service providers for inclusion in telephone or Internet directory enquiry services and also in printed form in other directories.

11. Call Service Options - "Sure Home Service"

11.1 If You wish to select one of the 'Sure Home' Service Options You will be required to sign-up for the Call Service Option online.

11.2 Call charges will be those applicable at the time for Calls made on the Call Service Option You have selected.

11.3 You must pay Us for the Service by Direct Debit. You will be required to complete a Direct Debit mandate when You sign-up online for the Service.

11.4 If You use the Service in a way that is inconsistent with a specific Call Service Option We reserve the right to apply the Call Service Option charges that relates to the level and type of use You make of the Service. If You use the Service other than in a normal and reasonable way We may suspend or terminate the Service immediately in which case You will be responsible for paying all charges under the applicable pricing plan.

11.5 Sure Home Services are only available to Consumer Customers. If you do use Sure Home Service for business use we reserve the right to terminate the Sure Home Service and place you on an alternative tariff.

12. General Terms and Conditions

You should refer to the Sure General Terms and Conditions for additional clauses under each of the above headings and for the following:

Special Provision of Service	Use of Service	Fault Repair
Relocation and Reconfiguration	Term of Service	Temporary Service
Interconnection	Charges	Deposits & Payments in Advance
Default	Cancellation	Suspension
Call Monitoring and Recording	Complaints and Arbitration	Assignment
Copyright	Duration and Entire Agreement	Indemnity
Law	Liability	Matters Beyond Reasonable Control
Notice	Severability	Variation
Waiver		

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SECTION 2 – Service Schedule

Sure Service Level Schedule defines the standard level of Fault response and provision target times for Telephony Services within the Bailiwick of Guernsey.

Standard Service

Provision of Service (Telephony Service)

Telephony Service (subject to line plant availability)	15 Normal Working Days or as agreed with the customer if outside that period

We will provide You with the Telephony Service on the terms and conditions as stated.

We plan to deliver a working service by the time as agreed with You or within the maximum time for provision as stated above.

Requests made to Us relating to the provision of the Telephony Service must be made in writing to:
Sure (Guernsey) Limited, at Centenary House, La Vrangue, St Peter Port, Guernsey GY1 2EY,
Fax (01481) 724640 or email: contact@sure.com

If You require any work for the provision of service to be undertaken outside of the Normal Working Hours then a charge will be made based on the applicable hourly rate.

Fault Support (Telephony Service)

Fault Support	Via Contact Centre on 151 or (01481) 700700, 24 hours a day.
Fault Cover	Normal Working Hours 0800 – 1700 hours Monday to Friday. Excluding Public/Bank Holidays
Fault Response	Within 8 hours of receipt of Fault report – in Normal Working Hours only.
Clear	Resumption of service within 3 working days.

You may report Faults to Us at any time by dialling service code 151 or (01481 700700). Where a resolution cannot be made at the time of reporting then We will ask You to provide Us with a contact telephone number to enable progress on Fault clearance to be made.

We will:

- provide advice by telephone
- carry out tests and diagnostics on the Telephony Service
- if required visit Your Premises or work to a point in Our Telecommunications Network
- work to resolve the Fault within the agreed time period as stated in this schedule

If We respond and work on a reported Fault and it is subsequently found not to be a Fault with Our Service then a charge will be made based on the applicable rate defined in Our Price List.

Attention to Faults outside of the stated time will be charged at the Sure applicable rate defined in Our Price List.