

## **Sure Customer Premises Equipment (Sold) Service Specific Terms & Conditions**

All Customer Premises Equipment can be purchased directly through Our Sales department at Sure.

### **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:

**“Acceptance Tests”** means test that are carried out by Us to prove that the Customer Premises Equipment is ready for use.

**“Core Product List”** means a list maintained by Us of Our current core Customer Premises Equipment offering.

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

**“Hacking”** means the obtaining of Telecommunications Services by breaching computer security or fraudulently accessing CPE and using its communications facilities.

**“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”** means in the context of these Sure Service Specific Terms and Conditions, the sale by Us to You of the Customer Premises Equipment specified on the Order Form and if indicated on the Order Form delivery, commissioning and installation of the Customer Premises Equipment at the place of use.

**“Software”** means all operating systems, utilities and other programs residing in memories or other storage media and associated documentation included from time to time in the Customer Premises Equipment product range as a stand alone product or incorporated into the Hardware for use in connection with the Service.

**“Telecommunications Equipment”** has the same meaning as in section 31 of the Telecommunications (Bailiwick of Guernsey) Law, 2001.

#### **2. PROVISION OF SERVICE**

2.1 We will provide the Service to You in accordance with the Sure General Terms and Conditions and these Sure Service Specific Terms and Conditions.

2.2 If the provision of internal or external cabling is required by You from Us then We will provide such cabling as is specified on the Order Form on the condition that it is provided on the basis of surface mounted wiring in a standard environment as may be specified by Us from time to time.

#### **3. USE OF THE SERVICE**

3.1 Customer Premises Equipment sold by Us to You is provided for Your sole use. We do not seek to restrict any disposal You may make of the Customer Premise Equipment after it has been installed in Your Premises and used by You.

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

3.3 Your Customer Premises Equipment must only be used in accordance with 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.

#### **4. CHARGES**

- 4.1 Once the Order Form or works order has been signed by You or We have received written confirmation from You to provide the Service to You, all costs related to cancelling the order or amending the order including but not limited to processing, delivery and training will be charged to You.
- 4.2 Additional charges may be made to those agreed if installation, testing or commissioning takes longer than expected due to unforeseen circumstances. These charges will apply at the labour rates indicated in Our Price List.

#### **5. PAYMENTS**

- 5.1 We will invoice You for the provision of the Service.
- 5.2 All invoices are payable in full and shall be paid by You to Us. Where a payment schedule has been agreed in writing and You fail to pay at any agreed point in the payment schedule We are entitled to demand the remaining balance for the entire Service.
- 5.3 The price for the Service is as quoted by Us, where no quote has been provided or the quote has expired the price will be as shown on the invoice.
- 5.4 Delivery charges will be charged by Us to You unless specifically excluded and will be detailed on the quote provided.

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

We may ask for full or part payment in advance.

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

- 7.1 You must provide a suitable location and environment for the Customer Premises Equipment. You must prepare Your Premises before 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.
- 7.2 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 they are on Your Premises.
- 7.3 You must supply at Your own expense, a suitable mains electricity supply and connection points, where We need them, if they are required for the Customer Premises Equipment.
- 7.4 The fitting of lightning protectors will not be undertaken by Us unless specified on the Order Form.

#### **8. ACCESS TO PREMISES**

Access to Your Premises must be provided in a timely manner as required by Us for work to be carried out to the Customer Premises Equipment.

#### **9. DELIVERY**

- 9.1 We will deliver the Customer Premises Equipment to the delivery address provided by You. If no delivery address is provided by You to Us or You wish Us to hold the Customer Premises Equipment, We will hold the Customer Premises Equipment on Your behalf at Our discretion. A charge may be applied at Our discretion.

- 9.2 We, at Our discretion, may deliver the Service by installments in any sequence. Where We deliver the Service by installments, each installment shall be considered to be the subject of a separate Agreement and no default or failure by Us in respect of any one or more of the installments shall vitiate the Agreement in respect of the Service previously delivered or undelivered products.
- 9.3 Delivery dates are approximate and the parties agree that whilst every effort will be made to meet expected delivery times they do not form part of this Agreement.
- 9.4 Equipment will be ordered to coincide with delivery and install dates agreed with You.

## **10. INSTALLATION AND COMMISSIONING**

- 10.1 If so indicated in the Order Form We will undertake installation, commissioning and testing of the Customer Premises Equipment and demonstrate that it is ready for Service. If any part of the system fails to pass the Acceptance Tests We will rectify such failure provided always that it will not be deemed to have failed the Acceptance Test if there are minor failures or omissions that do not materially affect the performance of the Customer Premises Equipment. We will remain obliged to rectify any such minor failures or omissions as soon as reasonably practicable.
- 10.2 You or an authorized representative will be entitled to witness the undertaking of Our Acceptance Tests at an agreed time. Once the Acceptance Tests have been completed You or an authorized representative will be required to sign for acceptance of the installation. Failure by You to attend the Acceptance Tests at the agreed time will result in Us providing You information on the completed Acceptance Tests and acceptance by You of the Customer Premises Equipment installation by default.
- 10.3 Prior to leaving the Premises We will ensure that the same are clean and tidy and ready for operational use.
- 10.4 Unless a configuration is agreed between You and Us the Customer Premises Equipment will be configured to the default settings.

## **11. TITLE AND RISK**

- 11.1 You will accept or reject the Customer Premises Equipment in writing to Us. If We have not received notification in writing from You within 48 hours of delivery to the delivery address or notification that the delivery has arrived at Our premises (such that We are holding the Customer Premises Equipment on Your behalf at Our premises in accordance with clause 9.1) You will be deemed to have accepted the product as being in good condition, complete and free of damage, and risk of loss or damage to the Customer Premises Equipment shall pass to You.
- 11.2 Title of the Customer Premises Equipment will pass to You when full payment is received by Us. Until such time We may cancel the Service and enter Your Premises were the Customer Premises Equipment is located and repossess the Customer Premises Equipment. Any costs incurred by Us will be charged to You.
- 11.3 All Software provided is subject to the terms and conditions of the licence agreement relating to that Software. You must abide by such licence agreements.
- 11.4 All rights, title or interest in respect of the intellectual property rights of Software remain with Us or the licensor of the Software.

## **12. VOICE OVER IP (VOIP)**

- 12.1 If Your CPE is VOIP enabled it will require a connection to the Internet or a private data network.
- 12.2 Internet
- 12.2.1 Quality of service cannot be guaranteed over the Internet network in the public domain and at any

time the quality of the voice signal may be subject to degradation caused by factors beyond Our control. We will not accept any liability for any such factors that are beyond Our control and that may cause such a degradation in quality.

12.2.2 If We provide Your Internet service Our Service Specific Terms and Conditions will apply to the provision of the Internet Service. If You obtain Your Internet service from a third party ISP their terms and conditions will apply.

12.2.3 You acknowledge that We cannot be held responsible for any Fault that arises from:

12.2.3.1 a CPE fault unless the CPE was provided by Us and the Fault was the direct result of Our actions;

12.2.3.2 the actions of a third party ISP;

12.2.3.3 Broadband contention levels; or

12.2.3.4 Unauthorised changes being made to the Service provided to You by Us

### 12.3 Private Data Network

12.3.1 Satisfactory operation of VOIP requires Quality of Service (QoS) supported on the data network through the relevant protocols. It is Your responsibility to ensure that QoS is supported and maintained as appropriate. We cannot be held responsible, and will not accept any liability, for any Fault or degradation in service caused by the lack or poor performance of QoS, and any such Fault will be outside any maintenance agreement You sign with Us.

12.3.2 You agree that We can perform compliance tests on Your private data network between Your sites, and You agree to Us installing test equipment temporarily at the sites.

12.3.3 You acknowledge that We are not responsible for providing any support whether technical or otherwise to Your private data network under the terms of these Service Specific Terms and Conditions.

12.3.4 You are responsible for providing and maintaining a suitable private data network including:

12.3.4.1 A suitable Ethernet LAN supporting IP and QoS

12.3.4.2 Configuration of the LAN

12.3.4.3 The appointment of a system administrator

12.4 You acknowledge that the operation of VOIP after completion of the installation and acceptance by You can be affected by factors including but not limited to:

12.4.1 Changes in the network topology

12.4.2 Changes in hardware

12.4.3 Increased volume in data network traffic.

And You accept that We cannot be held responsible for degradation of service resulting from any of the above. If You ask Us to carry out any work to rectify any Faults so arising We will charge You on a time and materials basis at Our standard rates.

## 13. 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  
Relocation and Reconfiguration  
Interconnection  
Suspension

Telecommunications Equipment  
Term of Service  
Default  
Termination

Fault Repair  
Temporary Service  
Cancellation  
Call Monitoring and Recording

Customer Premises Equipment	Information and Permissions	Complaints and Arbitration
Assignment	Copyright	Duration and Entire Agreement
Indemnity	Law	Liability
Matters Beyond Reasonable Control	Notice	Use of Information
Severability	Variation	Waiver

## SECTION – SERVICE SCHEDULE

The Sure Service Level Schedule defines the standard level of provisioning target times and Fault response for the sale, installation, commissioning and acceptance testing of Customer Premises Equipment by Us to You within the Bailiwick of Guernsey.

### 1. Warrants

- 1.1 During the one-year period beginning on the invoice date, where a warrant is extended to Us from the manufacturer or supplier, We will extend Our standard warranty to You where the equipment is returned to Us by You for repair. Our standard warranty does not apply to defects resulting from improper or inadequate installation, maintenance, actions or modifications by You or unauthorized third parties or accidental or willful damage.
- 1.2 Our standard warranty covers:
  - 1.2.1 Cost of parts
  - 1.2.2 Cost of labour
  - 1.2.3 Hardware and Software are covered to the version You had at the time of purchase from Us.
  - 1.2.4 Upgrades are included when provided to Us by the manufacturer or supplier free of charge.
- 1.3 Our standard warranty excludes damage caused by lightning or any other events of force majeure; normal wear and tear; improper and negligent use; third party interference (including hacking or any form of toll fraud, rogue dialing or other forms of fraud that causes your CPE to make calls or incur charges that you are not aware of); use with products not specified to work with the Customer Premises Equipment and installation of additional Customer Premises Equipment if it does not comply with technical specifications.
- 1.4 We do not give any warranty that the provision of the Customer Premises Equipment provided as part of the Service is fit for any particular purpose or to interface with any other Customer Premises Equipment nor support any particular Software.
- 1.5 All activities carried out on Your premises are excluded from Our Standard Warranty including but not limited to Customer Premises Equipment removal, repair, re-installation, temporary replacement work and will be charged as per Our Price list or quoted price.
- 1.6 We provide Software “AS IS” and in no event warrant that the Software is error free. Any claim by You under the Software warranty is strictly limited to the provision of new media or as applicable a workaround solution or of the then generally available error correction or maintenance release Software provided by the supplier or manufacturer of the Customer Premises Equipment free of charge. We do not warrant or make any representations regarding the use, or the results of use of the Software or written materials, including instructions for use, in terms of correctness, accuracy, reliability, currentness or otherwise.
- 1.7 We will charge You for any returned Customer Premises Equipment that is not defective. Charges may include but are not limited to labour, third party labour, parts and delivery costs.
- 1.8 Customer Premises Equipment 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 dialing or other forms of fraud that causes Your CPE to make calls or incur charges that You are not aware of. You are responsible for ensuring the security and use of any password or PIN numbers associated with the use of Your CPE. 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 You 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.

## **2. Service Support**

- 2.1 We will provide support for the Customer Premises Equipment in any of the following ways:
  - 2.1.1 Advice by telephone;
  - 2.1.2 Carry out tests and diagnostics on the Customer Premises Equipment;
  - 2.1.3 Visit Your Premise or work to a point in Our network;
  - 2.1.4 Use local spares and resources;
  - 2.1.5 Order spares and use manufacturer support;
  - 2.1.6 Return the goods to the manufacturer;
- 2.2 We have no obligation to provide support (directly or using a third party) until We have received full payment for the Service for which support is requested.
- 2.3 A spares provision will be held locally for products listed on our Core Product List a copy of which can be obtained by You from Us. The Core Product List is updated from time to time.
- 2.4 Support for Customer Premises Equipment will be charged to You as agreed between Us. Where no agreement is in place support will be charged on a time, material and delivery basis.
- 2.5 You may report Faults to Us at any time by dialling service code 151. 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.
- 2.6 An advance replacement part service may be available for Customer Premises Equipment that has failed. Charges for this service will be quoted on a case by case basis.