



## SURE (GUERNSEY) LIMITED PAY AS YOU GO MOBILE TERMS AND CONDITIONS

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These are the pay as you go terms and conditions (“**terms and conditions**”) which apply to all Sure customers who receive our Sure pay as you go mobile service (the “**Service**”). These terms and conditions should be read in conjunction with the other documents referred to in paragraph 1 below. These terms and conditions replace all previous versions.

At the back of this document, we have set out the explanations of any capitalised phrases used within these terms and conditions. All other capitalised phrases are defined in the Sure General Terms and Conditions.

### **1. YOUR AGREEMENT WITH US**

- 1.1 Where we refer to the “Agreement” in these terms and conditions, we mean these terms and conditions, the Sure General Terms and Conditions, your Order, the Price List, the Service Level Agreement, the Fair Usage Policy, the Acceptable Use Policy and the Here to Help Guide (all of which are available to view online at [www.sure.com/guernsey/terms-and-conditions](http://www.sure.com/guernsey/terms-and-conditions)).
- 1.2 Where there is a conflict, these terms and conditions will take precedence.
- 1.3 The Agreement constitutes a legally binding agreement between you and us. Additional terms may apply to promotional or special offers.
- 1.4 In these terms and conditions “we”, “us” or “our” means Sure (Guernsey) Limited and “you” or “your” means the customer named on the Order.
- 1.5 These service specific terms and conditions supersede and replace all previous versions.

### **2. SERVICE DESCRIPTION**

- 2.1 The Service provides a pay as you go mobile service when you are in Guernsey, Jersey, the Isle of Man or roaming in a country with which we have a roaming agreement, with all payments based on the purchase of Call Credit.
- 2.2 The Service enables you to make voice calls, send Text and use the internet provided you use a suitable mobile device.
- 2.3 Promotional offers may also be available to customers that subscribe for the pay as you go Service from time to time. Details of the standard pay as you go Service tariff options and promotional offers will be published at [www.sure.com](http://www.sure.com).
- 2.4 See paragraph 7 below for information on use of the Service outside of Guernsey, Jersey and the Isle of Man.

### **3. TERM OF SERVICE**

The Service provided under this Agreement will commence upon the purchase of Call Credit and will  
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continue until terminated in accordance with the terms of the Agreement.

#### **4. PROVISION OF SERVICE**

- 4.1 You must have a suitable mobile device in order to access the Services. Not all mobile devices are suitable for use on the Mobile Network.
- 4.2 We will not accept any responsibility for failure to provide you with the Service if your mobile device is not compatible with the Mobile Network, or any future technology required for a specific service, regardless of whether that mobile device was purchased directly from us or from any other handset supplier.

#### **5. USE OF SERVICE**

- 5.1 You acknowledge that any additional usage above the Usage Limit will be subject to charging at the applicable rate.
- 5.2 Your Service is to be used by a single user only. You acknowledge that you are responsible for ensuring that no unauthorised access to the Service is obtained using your account and that you are liable for all such activities conducted through your Service whether authorised or not.
- 5.3 The Sure Acceptable Use Policy applies to the use of the data Service for access to the Internet. The Acceptable Use Policy is available on the Sure website at [www.sure.com](http://www.sure.com).
- 5.4 You have no right to sell or transfer the Service Number. A Service Number allocated to you may only be used in Guernsey and may not be transferred for use in Jersey and/or the Isle of Man.
- 5.5 You must report lost or stolen mobile devices to us immediately because until we are notified you are responsible for all charges resulting from the use of the mobile device.

#### **6. USE OF CALL CREDIT**

- 6.1 You are responsible for entering the correct Service Number and ensuring that any Call Credit purchased is credited to the correct pay as you go mobile device. We will not be in a position to reverse or refund any payment made using the Service which has been incorrectly attributed as a result of your error.
- 6.2 Once you have completed a top-up, we will endeavour to notify you by Text to the mobile device credited.
- 6.3 Once you use the Call Credit on your account, you will not be able to make calls or use the Internet until you purchase new Call Credit. You will still be able to make calls to the emergency services and receive calls.
- 6.4 We keep records of Call Credit utilised for each account and in the event of a dispute in relation to Call Credit balances, our records shall prevail.
- 6.5 Call Credit applied to your account may not be refunded or used to purchase hardware.



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6.6 It is not possible to transfer a Call Credit balance for use with another pay as you go mobile service or for use with any other service provided by Sure including a pay monthly mobile account.

6.7 The following plans are available for the Service:

### **Rewards Plan:**

6.8 When you top up, and if you are subscribed to the “Rewards Plan”, you will receive rewards of data, calls and Texts as stated on our website ([www.sure.com/guernsey/mobile/pay-as-you-go/](http://www.sure.com/guernsey/mobile/pay-as-you-go/)) for your selected top up amount.

6.9 The period in which your rewards are available to use will vary depending on the value of your top up (see [www.sure.com/guernsey/mobile/pay-as-you-go/](http://www.sure.com/guernsey/mobile/pay-as-you-go/) for further details).

6.10 The rewards period day one commences on the day of top-up.

6.11 Your call minutes and Texts can be used to call and Text any local mobile when you're on the Sure Network.

6.12 At the end of the rewards period applicable to you, standard usage charges will apply.

6.13 If you use over 1GB of data in a day, your mobile data speed will be reduced to 5Mbps for the remainder of the day. Unrestricted speeds, up to 1GB of mobile data, will be reset at midnight each day.

### **Classic Plan:**

6.14 Pay As You Go Classic Plan (“Classic Plan”) is available to pay as you go customers.

6.15 The Classic Plan offers cheaper rates than our standard rates. The balance will reduce based on usage and there are no inclusive or free allowances included in the Classic Plan.

6.16 The Classic Plan cannot be used in conjunction with any of Sure’s other Pay As You Go offers.

## **7. ROAMING**

7.1 Roaming charges will be incurred when using the Service outside the Channel Islands or the Isle of Man (“Roaming Charges”).

7.2 The locations in which you can use the roaming Service are set out at [www.sure.com](http://www.sure.com). Access to the Mobile Network outside the Channel Islands or the Isle of Man is only available where we have put in place appropriate roaming arrangements with Other Licensed Operators.



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- 7.3 Additional charges will be incurred when using the Service outside the Channel Islands or the Isle of Man unless your Pay As You Go plan includes roaming allowances. Any additional charges will be deducted from the balance of credit on your account.
- 7.4 Roaming Charges for usage outside the Channel Islands and the Isle of Man are available at [www.sure.com](http://www.sure.com).
- 7.5 When you receive a call or access voicemails outside the Channel Islands and the Isle of Man, you will be charged for the call at a per minute rate as published at [www.sure.com](http://www.sure.com).
- 7.6 Use of the Service while roaming (which includes roaming calls, Texts or data), are designed for periodic travel only, such as business travel, holidays or short breaks. If you roam for 60 days or more in any four-month period, it will be deemed to be an unfair use of our Services and you will be required to moderate your usage when roaming. If you do not moderate your usage, we will contact you to discuss your use of our Services, at which point we may have to change your roaming plan or suspend you from using our Services when roaming.
- 7.7 Accidental roaming may occur if you are in an area close to a national border because your Mobile Phone Equipment picks up a network across the border. If this happens, you may incur Roaming Charges. In order to prevent this, if you are near a border, set your Mobile Phone Equipment to manual network selection and select the 'Sure' Mobile Network.

**8. SERVICE LEVELS**

For details of our service levels (including provision of service and response times) please see the Service Schedule below.

**9. AVAILABILITY OF SERVICE**

- 9.1 Whilst we will make all reasonable efforts to make sure that the Service is always available, we cannot guarantee the Service will be delivered inside a customer's property or place of work or any other location where the mobile signal may be degraded due to the material construction of the building or the geographical location being such as to prevent a stable signal being delivered.
- 9.2 The quality and coverage of the Service may vary from place to place, and from time to time, due to circumstances or conditions outside of our reasonable control; including, but not limited to:
- 9.2.1 physical obstructions;
  - 9.2.2 the thickness of the walls of the building you are in;
  - 9.2.3 geographical, atmospheric and/or topographical conditions;



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9.2.4 other causes of radio interference; and

9.2.5 faults in other phone networks not owned by us, but to which the network is connected.

9.3 We will not be liable in the event that the Service is affected by reasons beyond our control resulting in the Service being interrupted, dropped, refused or curtailed.

## **10. PAYMENT AND CHARGES**

10.1 Except as set out below your payment terms are outlined in the General Terms and Conditions.

10.2 Payments for all aspects of the Service are made in advance by your purchase of Call Credit and/or a Booster.

10.3 As charges are incurred they will be deducted from the amount of Call Credit in your account according to the duration of the call/message and the type of call/message by reference to the charges shown in the Price List.

10.4 Call charges will be calculated, except where we otherwise determine, using the details recorded by our billing system or provided to us by an Other Licensed Operator.

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

10.6 Mobile internet usage is charged in KiloBytes and is subject to minimum charging increments as published at [www.sure.com/guernsey/mobile/call-and-data-charges/](http://www.sure.com/guernsey/mobile/call-and-data-charges/).

## **11. SECURITY**

11.1 You acknowledge that You are responsible for ensuring that no unauthorised access to the Service is obtained using your account and that you are liable for all such activities conducted through your Service whether authorised or not.

11.2 We retain ownership of the SIM Card and you must ensure that you keep it safe and secure whilst it is in your possession and you must ensure that you are able to return it to us, if ever asked to.

11.3 You must keep any SIM Card PINs and passwords secure and confidential.

11.4 You are responsible for the security of your device; therefore we recommend following the device manufacturer's user guide on how to keep your device secure.

11.5 You must also keep any PINs or passwords for any services you access through your device secure and confidential.

11.6 You should immediately change your PIN or password if you become aware that someone is accessing any services on your account without your permission.

11.7 We reserve the right to provide information in relation to you and your Service to a court or governmental body pursuant to a valid court order, law, subpoena, or regulation. In addition, we may



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pass on and share information with other Licensed Operators and/or law enforcement authorities which may be requested for the detection and prevention of theft and fraud and/or any other criminal activity.

### **12. TERMINATION/SUSPENSION/EXPIRY**

- 12.1 We may suspend and/or terminate the Service for any of the reasons outlined in paragraph 28 or 29 of the General Terms and Conditions. In addition, we may at our discretion bar or disconnect your Service if we have reasonable cause to suspect fraudulent use of a credit card/debit card or your Mobile Phone Equipment.
- 12.2 You may terminate this Agreement by emailing our Customer Services Centre using [contact@sure.com](mailto:contact@sure.com) email address.
- 12.3 In order to keep your Service active, you must top up or make a chargeable call, Text or data session at least once every 90 days. If you do not your account will be put into a suspended state where you will only be able to make calls to the emergency services. The suspended state lasts for 90 days (the “**Suspended Period**”). To reactivate your account during the Suspended Period, you must top up your account by £5. Topping up with vouchers will not work during the Suspended Period.
- 12.4 If you fail to reactivate your account during the Suspended Period, this Agreement will be terminated and your mobile number and any unused credit will be lost.



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**Definition and Interpretation**

Any capitalised term not defined in these terms and conditions shall have the meaning given to it in the General Terms and Conditions.

“**Call Credit**” means the pay as you go call credit purchased by you in order to make use of the Service.

“**Mobile Network**” means the mobile telecommunication systems operated by Sure in Guernsey, Jersey and the Isle of Man.

“**Roaming**” means the ability to use the service outside of the Channel Islands and Isle of Man.

“**Roaming Charges**” has the meaning given to that term in paragraph 7.

“**Text**” means the Short Message Service (SMS) also commonly known as 'text messaging'. A chargeable unit (a text) is a message up to 160 characters long. If a message exceeds 160 characters it will be charged in multiples of the unit charge.

“**Usage Limit**” means the limit of inclusive minutes, inclusive texts or inclusive data that you receive with your Call Credit, including the limit that applies to any Booster for which you subscribe.



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**SERVICE SCHEDULE**

This Service Schedule defines the standard level of Fault response and provision target times for the pay as you go Service within the Isle of Man or the Channel Islands.

**Standard Service**

**Provision of Service - Pay As You Go Services**

Pay As You Go Services	Immediately upon purchase of a Sure pay as you go SIM pack
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We will provide you with the Service on the terms and conditions as stated above.

Requests made to us relating to the provision of Service must be made in writing to:

Sure (Guernsey) Limited, PO Box 3, Centenary House, La Vrangue, St Peter Port, Guernsey, GY1 3AB, or by calling (01481) 700700

**Fault Support - Pay As You Go Services**

Fault Support	Via Our Contact Centre on 151 from a Sure mobile or 01481 700700 from a landline Monday to Friday: 09:00 – 19:30 Saturday: 09:00 – 18:00
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	Sure GSM and pay as you go network Faults - Resumption of service by the end of the next working day.  Roaming Faults are typically cleared within 5 working days (subject to foreign operator's co-operation)

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:

1. provide advice by telephone;
2. carry out tests and diagnostics on the service;
3. work to resolve the Fault within the agreed time period as stated above.

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 the Price List for the Service. Attention to Faults outside of Normal Working Hours will be charged at our applicable rate.





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