



## SURE (ISLE OF MAN) LIMITED PAY MONTHLY MOBILE TERMS AND CONDITIONS

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These are the Pay Monthly Mobile Terms and Conditions (“**terms and conditions**”) which apply to all Sure customers who receive our Pay Monthly mobile Service (the “**Service**”). These terms and conditions should be read in conjunction with the other documents referred to in paragraph 1 below.

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 Form, 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/isleofman/terms-and-conditions](http://www.sure.com/isleofman/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 (Isle of Man) Limited and “you” or “your” means the customer named on the Order Form.

1.5 These service specific terms and conditions supersede and replace all previous versions.

### **2. SERVICE DESCRIPTION**

2.1 The Service provides a mobile service based on monthly payments. You are subject to a monthly Rental Charge which is paid in advance with usage charges paid monthly in arrears. The Service shall be invoiced from the month end in which the Order is signed.

2.2 The Service enables you to make voice calls, send Text and use the internet when you are in the Channel Islands and the Isle of Man.

2.3 See paragraph 6 below for information on use of the Service outside of the Isle of Man and the Channel Islands.

### **3. TERM OF YOUR AGREEMENT**



**SURE (ISLE OF MAN) LIMITED**  
**PAY MONTHLY MOBILE TERMS AND CONDITIONS**

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3.1 The Service provided under this Agreement will be for the minimum period set out in your Order Form which will either be twelve (12) months, twenty-four (24) months, thirty-six (36) months or one (1) month from the Service Delivery Date and thereafter will automatically continue until terminated in accordance with paragraph 30 of the General Terms and Conditions.

**4. PRICE PLANS**

4.1 The Service is subject to various Pay Monthly mobile plans, details of which are available at [www.sure.com](http://www.sure.com).

4.2 If you are an existing account holder, you can upgrade your mobile plan when you are within your Initial Term. The Initial Term will remain the same.

4.3 If you are within your Initial Term but would like to purchase a new handset as well as upgrading your mobile plan, you will be required to pay off any outstanding handset charges remaining on your previous contract and take out a new contract in store with a new Initial Term which starts from the date you upgrade. Outstanding handset charges will be calculated as your monthly handset charge, multiplied by the remaining months remaining on your Initial Term.

4.4 It is not possible to downgrade unless you pay off all contractual charges (including handset charges) and take out a new contract in store.

4.5 The Pay Monthly mobile plan of your choice can be enhanced by subscribing to a Booster which will give you additional inclusive services for an additional monthly charge.

4.6 Promotional offers may also be available to customers that subscribe for the Service from time to time.

4.7 Details of the Boosters and promotional offers will also be published on our website.



SURE (ISLE OF MAN) LIMITED  
PAY MONTHLY MOBILE TERMS AND CONDITIONS

---

**Unlimited Plans**

- 4.8 Sure offers three unlimited pay monthly plans (“**Unlimited Plan(s)**”) which are differentiated by download speed.
- 4.9 Our unlimited Plans are designed for Consumer Customer use only and are not intended for commercial use. Should your usage exceed 700GB a month, we reserve the right to apply traffic management policies to deprioritise your mobile data or to move you to a non-consumer business plan.
- 4.10 The speeds available on each plan are detailed below:

Plan Name	Speed pre 700GB monthly usage	Speed post 700GB monthly usage
Unlimited Basic	3Mbps	2Mbps
Unlimited Standard	10Mbps	7Mbps
Unlimited Max	Maximum Available	20Mbps

- 4.11 Each Unlimited Plan has unlimited call minutes to fixed lines and mobiles in the Isle of Man, United Kingdom, Channel Islands and Republic of Ireland.
- 4.12 Zone 1 roaming calls, texts and data inclusions vary per plan. See [www.sure.com](http://www.sure.com) for details and countries included.
- 4.13 Unlimited Plans are designed for use solely in personal mobile phone. If we detect that the Unlimited Plan has been inserted into a router, we reserve the right to suspend or terminate the Service.

**Sharer Plan**

- 4.14 A Sharer Plan can be added to any account which has a Unlimited Standard or Unlimited Max Pay Monthly plan purchased after the 30<sup>th</sup> September 2020.
- 4.15 A maximum of four Sharer Plans may be added to the lead plan on the account.
- 4.16 The Sharer Plan will share the available minutes, Text & data balances from the lead Unlimited Standard or Unlimited Max Pay Monthly Plan(s) with other users in your household.
- 4.17 Each user must comply with the terms of the Agreement.



## SURE (ISLE OF MAN) LIMITED PAY MONTHLY MOBILE TERMS AND CONDITIONS

---

- 4.18 If you wish to move from a Sharer Plan, a new Pay Monthly contract may be taken out. It is not possible to downgrade from a Sharer Plan to a Pay As You Go contract.
- 4.19 The maximum available download speed on a Sharer Plan is 10Mbps. The maximum upload speed is 2Mbps.
- 4.20 The Sharer Plans are designed for use solely in personal mobile telephone devices. If we detect that the Sharer Plan has been inserted into a router or that the device is tethering, we reserve the right to suspend or terminate the Service.
- 4.21 The lead account holder authorises all connections on the Sharer Plan to incur charges (including roaming) on their behalf.
- 4.22 The lead account holder will receive one bill at the end of every month and is responsible for payment of all charges incurred for the use of a Sharer Plan.
- 4.23 If the lead Unlimited Standard or Unlimited Max Pay Monthly Plan is ceased, any Sharer Plans on the account will be ceased and any outstanding contractual charges raised.

### 5. **USAGE**

- 5.1 Your monthly subscription will only cover usage per month of up to the Usage Limit.
- 5.2 Additional charges may be incurred by you if you exceed the Usage Limit. We will endeavour to notify you by Text when your balances have been exceeded to help reduce unwanted charges. You shall remain liable for all additional charges irrespective of whether or not you receive any notification by Text. Any additional usage will be subject to charging at the applicable rate.
- 5.3 All calls are charged per minute.
- 5.4 A standard Text message is 160 characters long. Each Text will be charged at the standard rate for your plan.
- 5.5 Text messages which are premium rate, are not included in your monthly allowance so additional charges apply.
- 5.6 Data used outside your monthly allowance will be charged at the published rates for your plan which can be found at [www.sure.com](http://www.sure.com).

### 6. **ROAMING**



**SURE (ISLE OF MAN) LIMITED**  
**PAY MONTHLY MOBILE TERMS AND CONDITIONS**

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- 6.1 Roaming Charges will be incurred when using the Service outside the Isle of Man or the Channel Islands.
- 6.2 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 Isle of Man or the Channel Islands is only available where we have put in place appropriate roaming arrangements with Other Licensed Operators.
- 6.3 Roaming Charges for usage outside the Isle of Man or the Channel Islands are available at [www.sure.com](http://www.sure.com).
- 6.4 When you receive a call or access voicemails outside the Isle of Man and the Channel Islands, you will be charged for the international part of the call at a per minute rate as published at [www.sure.com](http://www.sure.com).
- 6.5 If your plan includes inclusive roaming minutes this balance will reduce when:
  - 6.5.1 you receive incoming calls from any number whilst roaming in zones applicable to your plan; and
  - 6.5.2 you make outgoing calls, excluding calls to premium rate and non-geographic numbers, to the Isle of Man, Channel Islands, UK and Ireland landlines and mobiles whilst roaming in zones applicable to your plan.
- 6.6 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.
- 6.7 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.

**7. SERVICE LEVELS**



**SURE (ISLE OF MAN) LIMITED**  
**PAY MONTHLY MOBILE TERMS AND CONDITIONS**

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7.1 For details of our service levels (including provision of service and response times) please see our General Terms and Conditions.

**8. AVAILABILITY TO SERVICE**

8.1 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.

8.2 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:

8.2.1 physical obstructions;

8.2.2 the thickness of the walls of the building you are in;

8.2.3 geographical, atmospheric and/or topographical conditions;

8.2.4 other causes of radio interference; and

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

8.3 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.

8.4 You must have a suitable mobile device in order to access the Services. Not all mobile devices are suitable for use on our Mobile Network.

8.5 We will not accept any liability for failure to provide you with the Service if your mobile device is not compatible with the Mobile Network, regardless of whether that mobile device was purchased directly from us or from any other handset supplier.

**9. USE OF SERVICE**

9.1 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.



**SURE (ISLE OF MAN) LIMITED**  
**PAY MONTHLY MOBILE TERMS AND CONDITIONS**

---

- 9.2 The Acceptable Use Policy applies to the use of On-line Services. The Acceptable Use Policy is available on the Sure website at [www.sure.com](http://www.sure.com).
- 9.3 You must not give or sell your SIM card, or the telephone number allocated to you, to a third party.
- 9.4 A Service Number allocated to you may only be used in the Isle of Man and may not be transferred for use in Jersey and/or Guernsey.
- 9.5 You must report lost or stolen Mobile Phone Equipment to us immediately because until we are notified you are responsible for all charges resulting from the use of the Mobile Phone Equipment.

**10. PAYMENT AND CHARGES**

- 10.1 Except as set out below your payment terms are outlined in the General Terms and Conditions.
- 10.2 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.
- 10.3 Minutes, Texts and data allowances will not roll over from one month to another.
- 10.4 Our SML, MED, LRG & XL plans will not charge you data overage. Once you have used your allocated amount of data you will not be able to use online services. Should you wish to access more data you may subscribe for a Booster, the charges for which are set out on our website ([www.sure.com](http://www.sure.com)).
- 10.5 If you purchase a handset with your Pay Monthly mobile plan, the handset charge will cease once the Initial Term has ended and your bill will automatically reduce.
- 10.6 If you use (including but not limited to call, Text and data) up to the value of your Credit Limit, you may be prevented (“**Barred**”) from making outgoing calls, Text and using data, except for calls to 999/112, until you have paid us the balance owing for usage in part or in full. Subject to 10.8 we will send you a notification when you are nearing the Credit Limit to remind you to pay the balance and will further notify you once you have become Barred.
- 10.7 We may increase the Credit Limit to a higher amount, but any increase shall be at our sole discretion.



**SURE (ISLE OF MAN) LIMITED**  
**PAY MONTHLY MOBILE TERMS AND CONDITIONS**

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- 10.8 When you exceed your Credit Limit, you may not be Barred from the Service immediately as the system needs time to make the change and notify other networks. We may also not receive from our roaming partners any Roaming Charges that need to be applied to your Service immediately. When any such delay occurs, you will have exceeded your Credit Limit, but you will still be able to use the Service for a limited time to make calls, Text and use data on local and international networks. You will remain liable to pay all charges incurred on both local and international networks regardless of whether your Credit Limit has been exceeded.
- 10.9 Mobile internet usage is charged in KiloBytes and is subject to minimum charging increments as published at [www.sure.com](http://www.sure.com).
- 10.10 If you are a business customer and have been provided with a handset subsidy, this subsidy must be used within your Initial Term. Any subsidy which is unused will have no monetary value once your Initial Term has expired.

**11. SECURITY**

- 11.1 We retain ownership of the SIM Card, you must ensure that you keep it safe and secure whilst it's in your possession and you must ensure that you are able to return it to us, if ever asked to.
- 11.2 You must keep any SIM Card PINs and passwords secure and confidential.
- 11.3 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.
- 11.4 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.

**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.





SURE (ISLE OF MAN) LIMITED  
PAY MONTHLY MOBILE TERMS AND CONDITIONS

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"**Acceptable Use Policy**" refers to a separate Sure document showing the rules and etiquette governing our customers in their use of the Internet.

"**Credit Limit**" means a value limit that we may apply to your account for usage, including but not limited to calls, Texts and data usage.

"**Online Services**" means services that require a connection to the Internet.

"**Mobile Network**" means the mobile telecommunication system run by Sure in Guernsey, Jersey and the Isle of Man.

"**Monthly Subscription Charge**" means the monthly Rental Charge, exclusive of usage, as referenced on your Order Form.

"**Roaming Charges**" means charges that are accrued when you use your phone in a jurisdiction other than the Channel Islands and/or the Isle of Man.

"**Text**" means the Short Message Service 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.

"**Unlimited Plans**" has the meaning given to that term in paragraph 4.8.

"**Usage Limit**" means the limit each month of inclusive minutes, Texts, or data that applies to your Service, including the limit that applies to any Booster to which you subscribe. Inclusive minutes, Text or data must be used within the month and do not roll over to the next month.