

Sure (Jersey) Limited Phone Line Terms and Conditions

These Sure (Jersey) Limited (“Sure”) Phone Line Terms and Conditions should be read in conjunction with Sure’s:

- General Terms and Conditions.

Where there is a conflict, these Sure Phone Line Terms and Conditions will take precedence. Sure’s Terms and Conditions are available to view online at <https://web.sure.com/jersey/terms-and-conditions>.

SECTION 1 – Service Specific Terms and Conditions

The Sure Phone Line Service from Sure (Jersey) 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.

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, NTU or ONT.

“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.

“Emergency Maintenance” means unforeseen emergency work required to be urgently undertaken by the Network Provider to prevent a major disruption to the Services

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

“NTU” means the indoor unit at the relevant Premises supplied, installed, maintained and owned by the Network Provider at which the Network Provider presents a given Service for use (except for a Service delivered to the Premises by fibre optic cable).

“Network Provider” means JT (Jersey) Limited

“Optical Network Terminal” or “ONT” means the indoor unit at the relevant Premises supplied, installed, maintained and owned by the Network Provider which the Network Provider presents a given Service for use where that Service is delivered by fibre optic cable

“Planned Maintenance” means work required to be undertaken by the Network Provider to maintain service integrity

“Premises” means those premises or locations at which the Services are to be provided under this Agreement.

“Rental” means rental of the Service by You

“Service Delivery Date” means the date on which We make the Telephony Service ready for use.

“Sure” means “Us” “We” or “Our”

“Telecommunications Equipment” means any apparatus owned by Us or Our Network Provider but used by the Customer to connect to or make use of a Service.

“Telephone Directory” means a telephone directory published by Us or our representative from time to time.

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“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.

“Unplanned Maintenance” means maintenance of Services by the Network Provider which is not Scheduled Maintenance or Emergency Maintenance

“We” or **“Sure”** means Sure (Jersey) Limited as per our General Terms and Conditions but for this Service shall also include our sub-contractors and agents.

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 the 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 the Telephone Directory.
- 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.
- 2.4 The NTP, the NTU or ONT will be installed at the most appropriate location in Your Premises. Where You request a different location in Your Premises the Network Provider shall try to do so but We reserve the right to make an extra charge for undertaking the work.
- 2.5 You acknowledge and accept that provision of the Services may involve the carriage of a high intensity light source or electric current which energies are dangerous and may cause serious injury or death if not handled properly.

3. Your use of the Service

- 3.1 You shall:
 - 3.1.2 ensure that Your equipment is only connected to the Services via the NTU or ONT as appropriate;
 - 3.1.3 allow the Network Provider full and convenient access to the Telecommunications Apparatus, NTU or ONT as appropriate and associated wiring at all reasonable times in order to rectify any fault with the Services which You have reported;
 - 3.1.4 use all Telecommunications Apparatus connected with the Services in accordance with the manufacturer’s and or Network Provider’s recommendations;
 - 3.1.5 be responsible and liable for all damage or loss caused to Sure, the Network Provider or any third party as a result of Your misuse of the Service or any failure by You to comply with this Agreement, other than loss or damage directly causes by the grossly negligent acts of Sure or the Network Provider;
 - 3.1.6 insure, at its own cost, all Telecommunications Apparatus located at the Premises; and
 - 3.1.7 take all reasonable steps to adhere to any warnings given in relation to any dangers associated with provision of the Services and shall take proper and sufficient care in training personnel (where applicable) in the handling of the Telecommunications Apparatus where such handling is necessary.

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- 3.2 You shall not:
- 3.2.1 use the service in a way that fails to comply with the terms of any regulatory or other legal requirement of a competent regulatory body in Jersey;
 - 3.2.2 in connection with the carrying out of a fraud or criminal or any other illegal activity;
 - 3.2.3 tamper with, move, modify, or interfere with the Telecommunications Apparatus, NTU or ONT as appropriate or any associated wiring without Our written consent or that of the Network Provider;
 - 3.2.4 use the Services for purposes which involve or to send, transmit, publish, display, advertise or make available material, information, messages or communications which infringe/s copyright or any other intellectual property right held in any country which are/is offensive, abusive, obscene, pornographic, threatening, annoying, defamatory, incite/s hatred, panic or anxiety, breach/es confidence, are/is otherwise unlawful or infringe/s any third party's legal rights of whatever nature under the laws of any jurisdiction;
 - 3.2.5 use the Service in a way that does not comply with the terms of any regulatory or other legal requirement of a competent regulatory body in Jersey; or
 - 3.2.6 use the Service in connection with the carrying out of a fraud or criminal or any other illegal activity.

4. Telecommunications Equipment

You are responsible for any Telecommunications Equipment that We or the Network Provider provides 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.

Telecommunications Equipment shall remain the property of the Network Provider and shall solely and exclusively be maintained by the Network Provider.

5. Payment and charges

- 5.1 Rental for the Telephony Service will start on the Service Delivery Date, unless:
- 5.1.1 We notify You of a later date for the start of the Telephony Service when rental will be payable from; or
 - 5.1.2 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.
- 5.2 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.
- 5.3 Call charges will be calculated, except where We otherwise determine, using the details provided by Us or by Our Network Provider.
- 5.4 The call duration shall be the duration of the establishment of the means of communication.
- 5.5 Where the Network Provider increases its costs relating to the Service, with approval by the JCRA, Sure shall be entitled to increase its charges for the Service on provision of 21 days written notice.
- 5.6 Calls shall be charged on a per minute basis with a minimum charge per call of one minute with the exception of local land line calls for which a specific minimum call charge is defined on Our Price List.

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5.7 All charges and rates applicable to the Service published at www.sure.com or anywhere else, are inclusive of GST but exclusive of any other local taxes, unless otherwise stated.

6. Suspension

6.1 We may suspend the Service if We or the Network Provider are obliged to comply with an order, instruction or request of a court, government, agency, emergency service organisation or other competent administrative or regulatory authority.

6.2 If We suspend the Service to You for any reasons permitted under the Agreement, Sure or the Network Provider shall not be liable for any loss or damage which You suffer as a result of the suspension.

7. Termination

7.1 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:

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

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

8. Accommodation, Power and Lightning Protection

8.1 In order to provide the Telephony Service, Telecommunications Equipment will need to be placed in Your Premises. You must provide a suitable location and environment for the Equipment. You must prepare Your Premises before the Telephony Service is provided according to any instructions that You may be given. We will take reasonable care when carrying out work on Your Premises but You will be responsible for any necessary re-decoration or associated wiring and for putting items back once the work has been completed.

8.2 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.

8.3 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.

9. Customer Premises Equipment

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

9.2 Your Customer Premises Equipment must only be used with Our Telephony Service as directed under Clause 51 of The Telecommunications (Jersey) Law, 2002 and in a way that meets all relevant standards, legislation, licences and other regulatory measures 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.

10. Information and Permissions

10.1 You confirm that in respect of the Telephony Service:

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

10.1.2 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for

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the supply of the Telephony Service until its removal.

- 10.1.3 You shall give Us not less than seven days' notice of any change of billing address, contact address or contact number.

11. Access to Premises

11.1 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.

11.2 Where Emergency Maintenance is required to be carried out by the Network Provider or Sure at the Premises, You acknowledge and accept that We or the Network Provider may need to urgently access Your Premises. We shall endeavour to give you as much notice as is reasonably practical if such access is required and Sure and the Network Provider shall use reasonable endeavours to comply with any reasonable security or other procedures which You require to be complied with at Your Premises.

11.3 For Planned Maintenance to be carried out by the Network Provider at Your Premises, We shall provide you not less than two days' notice.

11.4 For Unplanned Maintenance to be carried out by the Network Provider, We shall endeavour to give you 12 hours' notice.

11.5 If You fail to provide such access to Us or the Network Provider under this section 11, provided Sure or the Network Provider has given the correct amount of notice, Sure will not be held liable whatsoever for any failure to provide the Service to You until such time as access has been granted.

12. 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.

13. Variation and changes to Service

We shall be entitled to change the technical specification of the Service in accordance with any changes made by the Network Provider.

We shall be entitled to change these terms where Sure or its Network Provider is obliged to comply with an order, instruction or request of a court, government, agency, emergency service organisation or other competent administrative or regulatory authority.

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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 Jersey.

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
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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 (Jersey) Limited, at The Powerhouse, Queens Road, St Helier, Jersey. JE3 3AP

Or by email: hello@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 0808 10 15 247, 08h00 – 20h00 hours Monday to Friday. Excluding Public/Bank Holidays
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.

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You may report Faults to Us, between 08h00 – 20h00 Monday to Friday. Excluding Public/Bank Holidays by dialling 0808 10 15 247. 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, arrange for a technician to visit Your Premises or work to a point in Our Telecommunications Network; and/or
- 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 may 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.