



## Sure (Guernsey) Limited Consumer General Terms and Conditions

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These are the Consumer General Terms and Conditions which apply to all Sure Consumer Customers to whom we supply products and services. Service Specific Terms and Conditions may also apply depending on the product or service ordered from us.

These Consumer General Terms and Conditions supersede and replace all previous versions.

### IMPORTANT NOTES:

**We will annually review the price that you pay for your Service(s) and will increase it by an amount up to the annual rate of inflation (Retail Price Index or "RPI"). This price increase will take effect on or after 1st July each year. We'll tell you before we put any of your prices up. Further information about future price increases can be found in paragraph 9.**

**If you terminate your Agreement or a Service during the Initial Term (as explained in paragraph 4.3 below), you will have to pay any outstanding charges owing to us. Further information can be found in paragraphs 29.2 and 29.3.**

### 1. WHO WE ARE

- 1.1 When we say "we", "us" or "our" in this document, we mean Sure (Guernsey) Limited, a company registered in Guernsey, with registered number 38694, whose registered office is located at Centenary House, La Vranguie, St Peter Port, Guernsey, GY1 2EY. Sure (Guernsey) Limited is licensed and regulated in Guernsey by the Guernsey Financial Services Commission (GFSC).
- 1.2 When we say "you" or "your" in this document, we are referring to you, a Consumer Customer of Sure (Guernsey) Limited.
- 1.3 Words in the singular shall include the plural and vice versa. Where we have used terms in this document that are capitalised, they are defined in the "Definitions" section at the end of this document. You should review those defined terms alongside the rest of this document.

### 2. YOUR AGREEMENT WITH US

Where we refer to the "Agreement", we are referring to your contract with us which incorporates these Consumer General Terms and Conditions, any relevant Service Specific Terms and Conditions, your Order, the Price List, any Service Level Agreement, the Acceptable Use Policy and where relevant, the Fair Usage Policy. The Agreement constitutes a legally binding contract between you and us. Additional terms may apply to promotional or special offers.

### 3. ORDER OF AND PROVISION OF SERVICE

- 3.1 You may order Service(s) and Purchased Equipment by submitting an order through our online ordering system, by email, by telephone, in person at one of our stores or by other means, which we may agree to from time to time. Orders will be binding on you from the Contractual Date.
- 3.2 When you order a Service, you may be required to provide us with photographic I.D., proof of address and bank account details, or other additional information we may require.
- 3.3 We may use credit reference agencies and third-party due diligence providers to carry out credit and relevant background checks on you in order to verify your identity and to assess our risk. We may refuse to provide the Service(s) to you at any time if the result of a credit and/or background check is not satisfactory and/or you do not provide us with the information requested in paragraph 3.2.



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- 3.4 We may be unable to accept your application in circumstances where you have previously failed to pay us for a Sure contract. In addition, we are under no obligation to provide new Service(s) to you if you have an existing debt with us and/or we have initiated legal action against you to recover any debt.
- 3.5 We may accept instructions from a third party (such as a family member, friend or carer) who you give permission to act on your behalf in respect of your account and we are authorised to treat any instructions as if they were received directly from you. In order to accept instructions from a third party, we require confirmation from you in writing that we are permitted to discuss the account with a third party. You must also confirm what exactly we are permitted to discuss with the third party. The third party will be asked to confirm a secure password before they can give us any instructions in relation to the account. We shall have no liability to you if the third party is unauthorised.
- 3.6 For operational reasons, we may change the technical specification of a Service (for example changes to implement technical improvements or changes required under applicable laws), provided that any change does not materially adversely affect the performance of a Service. If a technical change results in you suffering material detriment as a consequence of that change, then we will notify you of the relevant change with at least 30 days' notice and give you the opportunity to end your Agreement in accordance with paragraph 29.
- 3.7 Each Joint Customer will be jointly and severally liable for all fees and charges incurred or charged in connection with the joint account. Being jointly and severally liable means that if one Joint Customer does not pay the fees and charges charged in connection with the joint account, the other Joint Customer(s) would be responsible for paying those fees and charges.
- 3.8 Where a Joint Customer gives us an instruction (in writing or otherwise) in respect of a joint account, we are authorised to treat the instruction as being a valid and binding instruction from and on behalf of all Joint Customers named on that account.
- 3.9 Where we receive conflicting instructions at the same time from two or more Joint Customers, we may disregard all the conflicting instructions by notifying you in writing. In the event that conflicting instructions from the Joint Customers continue to be received by us, we may terminate our Agreement with the Joint Customers immediately upon notice in writing to the last registered address on the account.
- 3.10 Under relevant consumer protection laws, we must provide you with Purchased Equipment and Devices that match the way in which we described them to you before you entered into an Agreement with us.

#### **4. WHEN YOUR AGREEMENT BEGINS AND COMES TO AN END**

- 4.1 The Agreement shall commence on the Contractual Date and shall continue until the relevant Service(s) are terminated by you or us.
- 4.2 The Service(s) shall be provided from the Service Delivery Date. In the unlikely event that a delay in the delivery of your Service(s) should occur, we shall notify you as soon as possible.
- 4.3 You will have to agree to stay with us for a minimum period of time which will be noted in your Order and which will start from the Service Delivery Date (the "**Initial Term**"). After the Initial Term, your Agreement with us will automatically continue on a monthly rolling basis until terminated for any reason provided in this Agreement.
- 4.4 If you terminate the Service(s) after the Cooling Off Period (which is explained in paragraph 5 below) and during the Initial Term, then you may be liable to pay charges which are explained in paragraph 29 below.
- 4.5 A new Initial Term shall apply in respect of each new Service added or any changes made to the Service(s) at your request.



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### 5. CANCELLATION OF ORDERS AND RETURN OF EQUIPMENT

#### 5.1 Your right to cancel before the Service Delivery Date

5.1.1 You may cancel your Order prior to the Service Delivery Date; however, we may charge you for any abortive work undertaken and/or any costs incurred to set up your Service(s) including any charges from any third-party suppliers.

#### 5.2 Customer's right to cancel and return Devices for Buy-Now Pay-Later Contracts

5.2.1 If you have purchased a Device on a Buy-Now Pay Later Contract, you may return any Devices to us, up to fourteen (14) days from the Contractual Date.

5.2.2 Any returned Device(s) must be in the same condition in which you received it and must include the original packaging, documentation, and proof of purchase. If any Device(s) is not returned to us in the same boxed condition, then we reserve the right to charge you up to the value of the Device(s).

5.2.3 Device(s) returned in accordance with paragraph 5.2.1 and 5.2.2 must be returned to us within fourteen (14) Working Days of the date you exercise your cancellation right. If you do not return the equipment to us within this time, then we reserve the right to charge you up to the value of the Device(s).

5.2.4 Provided you comply with the conditions in this paragraph 5.2, you will be refunded the price of the Device(s) within 14 days of us receiving the Device(s) and/or gift(s) back from you. You will not be required to pay any further charges to us during this period for a Service, other than any usage charges which you have incurred prior to the date of cancellation. You will also be charged for any usage that may take longer to bill, for example roaming charges.

#### 5.3 Your right to cancel for off-premises and distance contracts

5.3.1 If you did not form your contract in a Sure store but by telephone or online for example, you may cancel the Service(s) and/or return any Device(s), up to the timescales referenced in paragraph 5.3.2 below.

5.3.2 The Cooling Off Period ends (i) for Services, 14 days after the Contractual Date and (ii) for Device(s) purchases, 14 days after you take possession of the Device(s) or 14 days after the Device(s) is delivered to you.

5.3.3 Any Device(s) or gift(s) connected to your Service, must be returned to us within fourteen (14) Working Days of the date you exercise your cancellation right. If you do not return the equipment to us within this time, then we reserve the right to charge you up to the value of the Device(s) or gift(s). For the avoidance of doubt this paragraph also applies to any Device(s) which has been supplied by us at a reduced cost, or free of charge as part of a promotion or sales offer in connection with a Service.

5.3.4 Any returned Device(s) or gift(s) must be in the same condition in which you received it and must include the original packaging, documentation, and proof of purchase. If the Device(s) and/or gift(s) is not returned to us in the same boxed condition, then we reserve the right to charge you up to the value of the Device(s) and/or gift(s).

5.3.5 You must pay the postage costs of returning any Device to us if you exercise your cancellation rights. If you requested early supply of a Service before the Cooling Off Period begins and then decide to exercise your cancellation rights, you will be required to pay for the reasonable costs of the Service which we have already provided to you.



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- 5.3.6 Provided you comply with the conditions in this paragraph 5.3, you will be refunded the price of the Device(s) within 14 days of us receiving the Device(s) and/or gift(s) back from you. You will not be required to pay any further charges to us during this period for a Service, other than any usage charges which you have incurred prior to the date of cancellation. You will also be charged for any usage that may take longer to bill, for example roaming charges.
- 5.3.7 The Agreement will terminate once you have paid all outstanding charges and returned any equipment to us in accordance with this paragraph 5.3. If you cancel any Service(s) and have no outstanding charges or equipment to return, the Agreement in relation to the Service(s) will terminate when you notify us that you would like to cancel the Service(s).

### 5.4 Our right to cancel before the Service Delivery Date

- 5.4.1 We may cancel your Order prior to the Service Delivery Date if:
- (a) paragraph 30 applies and circumstances arise beyond our control which prevent us from providing the Service(s); or
  - (b) the result of any credit and/or relevant background check we may carry out is not satisfactory and/or we do not receive the information requested in paragraph 3.2.
- 5.4.2 We shall notify you of the cancellation within a reasonable timeframe and provide you with a refund of any charges paid for the Service(s).

## 6. WHAT YOU ARE REQUIRED TO DO

- 6.1 For the duration of your Agreement with us, you must also ensure that you:
- (a) comply with the terms of this Agreement and with our instructions in respect of the Service(s) and/or any equipment;
  - (b) comply with all applicable law;
  - (c) provide to us any requested information/and or co-operation that we may reasonably require in order to provide the Service(s) (and details of any changes to such information);
  - (d) have obtained all permissions, licences, and consents from third parties required for the supply, installation and/or maintenance of the Service(s);
  - (e) advise us if you change any of your contact details, your payment details or if you change your address;
  - (f) 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 and your Service(s);
  - (g) keep any PIN relating to your Service(s) secure and do not share them with any other person; and
  - (h) provide to us, when asked, any information and records relating to the use of the Service(s) or equipment in order to assist us to investigate abuse of our Network.

## 7. STANDARDS OF SERVICE

- 7.1 We will make all reasonable efforts to ensure that a Service is always available, but we cannot guarantee that a Service will be Fault free.
- 7.2 The quality and coverage of a Service may vary from place to place, and from time to time, due to circumstances or conditions outside of our control; including, but not limited to, physical obstructions, atmospheric and/or topographical conditions, radio interference and faults in other networks not owned by us, but to which the Network is connected.
- 7.3 A Service may also be affected during upgrades and maintenance.
- 7.4 We will not be liable if a Service is affected by reasons beyond our control.



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7.5 If your Service(s) includes specified maintenance services, fault repair guarantees or service level agreements, details of these facilities will be set out in your Service Specific Terms and Conditions.

### **8. USE OF THE SERVICE(S) BY YOU**

8.1 We may from time to time give you instructions about the use of the Service(s):

- (a) that we believe are in the interests of health, safety or quality of service to you or other customers; or
- (b) that we have received from a governmental body, regulator, law enforcement agency or any other competent authority, and you will comply with all our instructions.

8.2 You shall not use the Service(s) or permit any other person to use the Service(s):

- (a) for any communication that is grossly offensive or of an indecent, defamatory, obscene, or menacing character;
- (b) in order to act in an abusive, harassing, or threatening manner to any member of our staff or representative(s) or make unreasonable demands on us including time or abuse of process;
- (c) to download, process or transmit any illegal material;
- (d) for causing annoyance, inconvenience, or needless anxiety to another by sending messages that are known to be false or of a persistent nature (including the sending of automated unsolicited communication);
- (e) in breach of instructions we have given you under paragraph 8.1;
- (f) in a manner that violates our Acceptable Use Policy;
- (g) for re-sale to any third party or for any commercial exploitation without our prior written permission;
- (h) in a manner that breaches the rights of any third party (including breach of confidentiality, privacy, proprietary, intellectual property rights, copyright, or trademarks);
- (i) in breach of any other policies referred to under this Agreement; or
- (j) in a manner that is or could entail the commission of an offence that is a breach of any relevant law or regulation including the Telecommunications (Bailiwick of Guernsey) Law, 2001.

8.3 If our Fair Usage Policy applies to a Service(s) that you take from us and you use a Service in a way that violates our Fair Usage Policy, we may restrict your use of that Service by any means permitted under that policy. Such action may include, but is not limited to, restricting the amount of capacity made available to you for the use of a Service and/or suspension or termination of a Service.

8.4 You are responsible for ensuring that anyone using the Service(s) complies with the terms of this Agreement. Any breach by such persons will be deemed to be a breach by you of this Agreement.

8.5 We may suspend or terminate provision of a Service to you (see paragraphs 28 and 29), if you fail to prevent a Service being used in a way that is prohibited under this Agreement.

### **9. CHARGES**

9.1 You will be charged for a Service from the Service Delivery Date unless:

- (a) we notify you of an earlier or later date for the start of a Service from when charges will be payable; or
- (b) where applicable, you use a Service prior to the Service Delivery Date, in which case your payments will be due from the date you first use the Service.

9.2 Where you are provided with a Quotation, the price for the Service(s) will be as quoted by us (subject to any additional charges outlined in paragraph 9.12) unless the result of a credit and/or background check is not satisfactory and/or you do not provide us with the information requested in paragraph 3.2.



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- 9.3 Where no Quotation is provided, or the Quotation has expired, you will be charged for the Service(s) at the applicable rates specified in your Order or at the prevailing rates which are published at [www.sure.com](http://www.sure.com) or available upon request. Such charges will be detailed on your bill.
- 9.4 If you ask us to provide any part of a Service outside Normal Working Hours, then you will be charged at our applicable hourly rate published on the 'Calling Out an Engineer' page of our website at <https://guernseyhelp.sure.com/hc/en-gb>.
- 9.5 We reserve the right to vary any of the charges that apply to the provision of the Service(s) at any time and any variations will always be in accordance with the conditions of our Telecommunications Licence and subject to the terms of this Agreement and in particular, paragraph 9.6.
- 9.6 Subject to paragraph 9.7 and 9.9, if we vary any of your charges in a way that is not explained to you in this Agreement, and where these changes result in you suffering material detriment, then we will:
- (a) Tell you at least two months before the change comes into effect, unless we cannot reasonably do that (for example, due to a change required for legal or regulatory reasons); and
  - (b) Give you an opportunity to give us 30 days' notice to end this Agreement and/or, if applicable, any additional Service(s) without having to pay any extra charges or fees for leaving early if you cancel within one month of being notified. If you wish to cancel during the second month after being notified, you may do so immediately. You will need to let us know that you want to leave within two months of the date of the notice set out in paragraph 9.6(a).
  - (c) We will credit or refund the appropriate proportion of any Rental Charges paid in advance for the period after your liability for Rental Charges ends. This does not include payments made for data or roaming Boosters.
- 9.7 **We will annually review the price that you pay for your Service(s) and will increase it by an amount up to the RPI rate published by the States of Guernsey in March of that year. This price increase will take effect on or after 1st July each year. Note, any change to charges made to your Service(s) under this paragraph will not give you the right to cancel this Agreement and any Service(s) provided under it, without paying a fee for leaving early.**
- 9.8 If the RPI figure is negative in the relevant year, then we will not make any change to the price of your Service(s). Where you purchase more than one Service from us, each Service will be subject to an annual RPI price rise, with the amount of that price risk calculated separately for each Service.
- 9.9 Paragraph 9.6 will not apply where we have increased the price that you pay following the introduction of, or increase in, direct taxes, other government duties or levies, or where a regulator or competent authority has instructed or permitted us to make the price increase.
- 9.10 We shall tell you before we make any price changes in accordance with paragraphs 9.7 and 9.9.
- 9.11 All published charges include local taxes, where applicable, unless otherwise stated.
- 9.12 You may be liable for additional charges to those quoted in the Order or in the Price List in certain circumstances, which will be calculated by reference to the cost of materials and to our applicable hourly rate for time expended in the case where either at your request or where deemed necessary, we carry out work which is not covered by your original Quotation, including but not limited to the following circumstances:
- (a) you fail to advise us, before arrival on site, of changes to any installation and work has to be postponed or abandoned;



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- (b) performance of our obligations is made more difficult or costly by breach of your obligations under this Agreement;
- (c) we work at your request outside of Normal Working Hours, unless such work is covered by your original Quotation;
- (d) we correct any Fault caused by you (or any person other than us, our employees or representative(s));
- (e) we replace Consumable Parts; or
- (f) you ask us to carry out work on Purchased Equipment that is not covered by a Sure Maintenance Agreement.

9.13 Any applicable delivery charges which are payable by you will be detailed on your bill.

9.14 If you choose to receive your bills online, then we make no charge for this facility. If, however, you choose to receive your bills by post then a monthly paper bill charge will be applied.

9.15 Where reconnection of a Service is required, we reserve the right to apply a reactivation charge. Details of these charges can be found in our Here to Help Guide.

9.16 You shall be responsible for paying any charges that you or any other person or entity accessing your Service(s) may incur. This includes all charges resulting from unauthorised or fraudulent use.

### 10. PAYMENT AND WHAT HAPPENS IF YOU DO NOT PAY US

10.1 Our preferred method of payment is by Direct Debit. If you choose not to pay using our free Direct Debit option then, for a fee, you can choose one of our other payment methods, which are detailed in the “Ways to Pay” section of our website <https://guernseyhelp.sure.com/hc/en-gb/articles/360000293219-Ways-to-pay> or in our Here to Help Guide.

10.2 If you have chosen to receive your bills online:

10.2.1 We will send you a notification to the email address you provide to us, that your bill is ready to view online and due to be paid.

10.2.2 You must ensure we have your correct email address and that your email account is correctly configured to receive our email notifications. If you do not pay your online bill because you have failed to provide the correct email address, or our emails are blocked due to your account settings or any other reason, then we may take various further actions for late payment as set out in paragraph 10.5 below.

10.3 You must pay your bill by the Due Date.

10.4 You are responsible for checking the details and accuracy of your bill. If you genuinely think we have made a mistake on your bill, tell us before the Due Date and give us details of why the bill is incorrect and we will investigate.

10.5 If you do not pay your bill by the Due Date, then the following process will apply:

- (a) We will send you a reminder that payment must be made within seven (7) days of the date of the reminder and a late payment fee may be applied.
- (b) If we do not receive payment within that seven (7) day period, we may suspend your Service(s) and will not reactivate your Service(s) until we have received full payment of the outstanding amount. Please note that you remain liable to pay Rental Charges during any period of suspension.
- (c) Once payment of the outstanding amount is received, we are entitled to charge a fee for the reactivation of the Service(s) which has been suspended.



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- (d) If we still have not received full payment of the outstanding amount within a further seven (7) days, you will receive a final demand for payment stating that it must be made within seven (7) days of the date of the letter.
- (e) If after this final seven (7) day period payment has still not been received, we are entitled to (without losing or reducing any other rights or remedy) terminate this Agreement and the Service(s) provided under it by immediate notice. We will send you a final bill which will state all applicable charges.  
Should your final bill not be paid, we may initiate further action, including but not limited to legal action, to recover any outstanding amount.

10.6 We reserve the right to charge a late payment fee at the rates specified in our Here to Help Guide.

10.7 We may pass the outstanding amount (including any late payment fee) to a debt collection agency to collect the debt on our behalf and we reserve the right to pass on all collection costs.

10.8 Non-payment of an undisputed bill may affect your ability to obtain credit from us in the future.

10.9 Unless indicated otherwise in the Service Specific Terms and Conditions, where you take a Service from us that incurs a Rental Charge, Rental Charges are normally payable in advance. Other charges (including call charges) will be billed in arrears. Except for temporary Service(s), the Customer must pay Rental Charges in accordance with our billing cycle. We will apportion Rental Charges on a daily basis for any incomplete billing periods.

### 11 PAYMENTS IN ADVANCE

11.1 We may, from time to time, require advance payment from you.

11.2 If an advance payment is required, we shall notify you of the amount and you shall be required to pay us immediately. In certain limited circumstances, we may require you to make an advance payment after we have provided you with a Quotation or you have received your Order, if the result of a credit and/or background check is not satisfactory and/or you do not provide us with the information requested in paragraph 3.2.

### 12 ENGINEER VISITS AND ACCESS TO PREMISES

12.1 One of our engineers may need to visit your Premises to install or maintain equipment so we can deliver your Service(s). If an engineer visit is required, you will usually be notified of a proposed date and time for the installation or maintenance work to take place. Access to your Premises must be provided in a timely manner as agreed with you in advance.

12.2 If we need to cancel or rearrange a visit, we will give you as much notice as possible.

12.3 You shall be responsible for the safety of our employees while they are at your Premises.

12.4 We will follow your reasonable instructions in relation to access to your Premises, however, we are not responsible for maintaining the security of your Premises.

12.5 You must prepare your Premises before the equipment is installed according to any instructions that we may give you. We will take reasonable care when carrying out work on your Premises including any drilling and affixing of cables, but you will be responsible for any necessary re-decoration and/or rearrangement of items once we have completed the work.

12.6 We reserve the right to charge a fee if you arrange for an engineer to visit your Premises and the engineer cannot gain access to the Premises.





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### 13 PROCEDURE FOR FAULT REPAIR

#### Service Faults:

- 13.1 If you detect a Fault in your Service(s), then you must report it to us by contacting us as detailed in the Here to Help Guide. You must provide us with details of the nature of the Fault, the Service Number, and your contact details. We will investigate and take steps to resolve the Fault reported. Depending on the nature of the Fault, you may have legal options such as requiring us to fix the Fault or the right to a refund. All repairs will be carried out in line with your statutory rights. For more information about these rights, visit [www.gov.gg/tradingstandards](http://www.gov.gg/tradingstandards).
- 13.2 We will try to repair any Faults remotely; however, we may send an engineer to the Premises to fix a Fault. We may charge you for this if the Fault was caused by you or someone at your address.
- 13.3 If we undertake work to correct a reported Fault in the Service(s) and subsequently discover that there is no Fault, we reserve the right to charge you for the work at the rates set out in our Here to Help Guide.
- 13.4 If, at your request, we agree to attend a reported Fault in a Service outside Normal Working Hours then you will be charged at the applicable hourly rate set out in our Here to Help Guide.

#### Device Faults:

- 13.5 If your Device develops a fault within 30 days from the Contractual Date and provided you followed the operating instructions and did not cause the Fault, you have (i) a right to receive a full refund for the defective Device or (ii) a right to repair or replacement of the defective Device.
- 13.6 If the Fault occurs outside the 30 days and within your Devices' warranty period, then we will arrange for it to be sent for repair. Please see our Equipment Repair Terms & Conditions to learn more about how to arrange a repair: [www.sure.com/guernsey/terms-and-conditions/](http://www.sure.com/guernsey/terms-and-conditions/).
- 13.7 All repairs will be carried out in line with your statutory rights. For more information about these rights, visit [www.gov.gg/tradingstandards](http://www.gov.gg/tradingstandards).

### 14 REQUESTS FOR RELOCATION AND RECONFIGURATION OF A SERVICE

- 14.1 If you ask us to relocate or reconfigure any Service(s) then we may either:
- (a) agree to your request and you may be liable to pay additional applicable charges set out in the Price List;
  - (b) refuse your request which shall be at our sole discretion; or
  - (c) require you to give notice to terminate the Service(s) and apply for a new Service(s).
- 14.2 We cannot agree to relocate your Service to a jurisdiction in which we do not operate. This includes, but is not limited to, the United Kingdom and the Republic of Ireland.

### 15 SURE EQUIPMENT

- 15.1 We may need to install Sure Equipment on your Premises to provide your Services(s). You must provide a suitable location and environment for the Sure Equipment.



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- 15.2 You agree that we may install and keep the Sure Equipment at the Premises, have reasonable access to it and enable us to replace, upgrade and/or remove the Sure Equipment.
- 15.3 You agree that we retain ownership of all Sure Equipment and that it may only be used in connection with the Service(s). Ownership of the Sure Equipment will not transfer to you and remains with us unless otherwise agreed between us. In such circumstances, ownership of the Sure Equipment will pass to you upon full payment of any relevant charges or where the item is gifted (for example, a router), once you take delivery of the item in question.
- 15.4 The provisions of paragraph 16 shall apply to any Sure Equipment which you purchase, or which is gifted to you.
- 15.5 You are responsible for ensuring the safe and proper use of any Sure Equipment that we may place at your Premises. You must not interfere with the Sure Equipment nor let anybody else do so, unless authorised by us. If any part of the Sure Equipment is lost, destroyed, or damaged, apart from fair wear and tear, you may be charged for its repair or replacement.
- 15.6 You must not sell, transfer or dispose of the Sure Equipment.
- 15.7 We have the right to recover any Sure Equipment if this Agreement is terminated or a particular Service is ceased at your Premises.

### **16 CUSTOMER PREMISES EQUIPMENT**

- 16.1 We have no liability for any Customer Equipment used in connection with the Service(s). We will not accept any responsibility for failure to provide a Service if Customer Equipment is not compatible with the Network. It is your responsibility to ensure that the Customer Equipment is compatible with our Network.
- 16.2 When you use Customer Premises Equipment, you must follow all relevant laws and rules including manufacturer's instructions. 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.
- 16.3 You will be responsible and liable for any damage caused to Sure Equipment or the equipment of any Other Licensed Operator by your Customer Premises Equipment.
- 16.4 Where relevant, you must only connect Customer Premises Equipment to our Service(s) at our designated Network Terminating Point.
- 16.5 We will provide Purchased Equipment in conformance with this Agreement. Ownership of the Purchased Equipment will pass to you upon full payment of any relevant charges. Risk of loss and damage in the Purchased Equipment will pass to you upon delivery or upon collection by you or an authorised representative(s).
- 16.6 Purchased Equipment is provided for your sole use, and you must comply with the relevant manufacturer's instructions and/or guidelines.
- 16.7 Purchased Equipment may be subject to a third-party warranty by the manufacturer or the supplier. We shall pass on to you, the benefit of any such warranties. You acknowledge that any attempt to repair, service or tamper with the Purchased Equipment by a person other than us, an authorised partner or the applicable manufacturer, may invalidate the manufacturer's warranty.
- 16.8 All software is provided subject to the terms and conditions of the licence agreement relating to that software which you must abide by.



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### **17 INTERCONNECTION**

- 17.1 If a Service requires Interconnection with Other Licensed Operators, then we are only responsible and liable for the part of the Service under our direct control.
- 17.2 We may suspend or terminate a Service immediately, without notice, if any other part of a Service not under our direct control is terminated or suspended.
- 17.3 We may negotiate and enter into a contract for a Service with Other Licensed Operators on your behalf as part of the provision of a Service. We shall advise you of any specific or additional terms and conditions of the Other Licensed Operator and you shall be responsible for complying with them.
- 17.4 Where we are the party contracting for Service with the Other Licensed Operator, we will undertake to make payment for such Service directly to such Other Licensed Operators. We will recharge such payments to you either separately or within the charges for the overall Service(s) and may do so in advance at our sole discretion.

### **18 CALL MONITORING AND RECORDING**

We may monitor and record calls made to you by us or vice versa. We do this for the protection of both parties, to assist with complaint resolution and to improve our staff training, customer service and for telemarketing or telesales purposes. For further information see our privacy notice, which is available at <https://www.sure.com/guernsey/privacy-policy/>.

### **19 POWER AND LIGHTNING PROTECTION**

- 19.1 Where necessary, in order to provide a Service, you must supply, at your own expense, a suitable mains electricity supply and connection points.
- 19.2 As set out in paragraph 30, we are not responsible for any damage caused to Customer Premises Equipment as a result of lightning. You are responsible for installing (at your own expense), suitable lightning protection equipment for use with any Customer Premises Equipment associated with a Service.

### **20 PROMOTIONS, BOOSTERS AND GIFTS**

- 20.1 We may offer gifts, promotions and Boosters to you from time to time which will be subject to additional terms and conditions.
- 20.2 Gifts are offered at our discretion, while stocks last.
- 20.3 Gifts are not transferable or refundable and you cannot receive cash, or an alternative item, in place of any gift.
- 20.4 Gift vouchers are valid for twelve (12) months from the date of purchase and may only be used to purchase hardware and accessories from a Sure store. Gift vouchers may only be redeemed in the island in which they were purchased (i.e., Guernsey, Jersey or the Isle of Man). If the value of your purchase is less than the gift voucher amount then a new gift voucher shall be issued for the remaining balance, but the expiry date shall remain the same as the original gift voucher. We shall have no responsibility if any gift voucher is lost, stolen, damaged or destroyed.
- 20.5 Unless otherwise stated in the promotional terms and conditions we shall not incur any liability under the Agreement in relation to such offers.

### **21 DIRECTORY SERVICES**



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Please see the Sure Telephone Directory Terms and Conditions, which are available at <https://www.sure.com/guernsey/terms-and-conditions/>, for details of our Telephone Directory Services.

### 22 SECURITY

22.1 It is your responsibility to keep any devices or hardware connected to our Service(s) secure, including the use and secure storage of PINs, passwords or application of security updates. We are not responsible for any damage to devices or degradation in a Service(s) due to your failure to ensure adequate security, including but not limited to securing internal networks or adequate virus and firewall protection on devices.

22.2 It is your responsibility to ensure no unauthorised activity is conducted via your Service(s). We reserve the right to suspend or terminate a Service in accordance with paragraphs 28 and 29 if as a result of unauthorised activity, we have been informed, suspect or are aware that your Service(s) has caused or may cause damage to our Network and/or illegal activity is being undertaken in connection with the Service(s).

### 23 TELEPHONE NUMBERS

23.1 We shall allocate a Service Number to you which you shall only use to access the Service(s). We may reallocate or change such Service Numbers as a result of changes in applicable law or instructions from the Guernsey Competition and Regulatory Authority, Ofcom in the UK, or an equivalent regulatory body, but will exercise all reasonable endeavours to minimise any disruption to you.

23.2 We may withdraw Service Numbers that have been allocated to you as a result of your failure to comply with this Agreement.

23.3 You have no right to sell or transfer the Service Number (including if you relocate to a different jurisdiction).

23.4 If your Service is terminated and it is associated with a Service Number and is not being ported to an Other Licensed Operator, you shall no longer have any right to make use of the Service Number.

### 24 CONFIDENTIALITY

24.1 The parties will keep in confidence, any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Agreement and will not disclose that information to any person (other than their employees, professional advisers, subcontractors, agents, consultants or any entity in the Sure Group) without the written consent of the other party.

24.2 This paragraph 24 will not apply to:

- (a) any information that has been published other than through a breach of this Agreement;
- (b) information lawfully in the possession of the recipient before the relevant disclosure;
- (c) information obtained from a third party who is free to disclose it;
- (d) information that a party is requested to disclose and if it did not could be required by law to do so; and
- (e) information requested by governmental body, regulator, law enforcement agency or any other competent authority.

### 25 USE OF INFORMATION AND DATA PROTECTION

We are committed to protecting any information you may give to us and in order to comply with the Data Protection (Bailiwick of Guernsey) Law 2017, we will only use your personal information as set out in our privacy notice, a copy of which can be found at <https://www.sure.com/guernsey/privacy-policy/>, or by requesting a copy from [dataprotection@sure.com](mailto:dataprotection@sure.com).



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### 26 LIABILITY

- 26.1 We are not liable to you either in contract, tort (including negligence) or otherwise for loss (whether direct or indirect) of profits and business, losses that were not foreseeable by both parties on the Contractual Date.
- 26.2 Our liability to you in contract, tort (including negligence) or otherwise in relation to provision of the Service(s), or otherwise under this Agreement, is limited to the value of any amounts paid by you to us under this Agreement in any twelve (12) month rolling period, starting on the Contractual Date.
- 26.3 We will accept liability for failure to meet any of our obligations stated in any Service Level Agreement applicable to the Service(s) but only to the extent stated in this paragraph 26 and subject to paragraph 30 of this Agreement. If there is any conflict between this paragraph 26 and the applicable Service Specific Terms and Conditions or Service Level Agreement the terms of this paragraph 26 shall prevail.
- 26.4 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 Customer Premises Equipment which may include hacking or any form of toll fraud, rogue dialling or other forms of fraud that causes your Customer Premises Equipment to make calls or incur charges that you are not aware of. We will not be held liable for any loss that you may incur as a result of any failure to comply with this Agreement or as a result of any fraudulent activity that is conducted against you through your Customer Premises Equipment. We do not monitor the usage of your Customer Premises Equipment on an individual basis and the monitoring of the charges incurred by you is your responsibility. In the event that we incur charges (which may include call, data and support 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.
- 26.5 We will use reasonable endeavours to maintain the quality of the Service(s) and to ensure the Service(s) is available at all times but make no warranties regarding availability or quality of the same and are not liable for any loss of any nature suffered by you or any third party as a result of any event outside our control.
- 26.6 We are not liable or responsible for any content uploaded, emailed or transmitted in connection with your use of the Service(s) including any content which is used to acquire any goods or services.
- 26.7 We are not responsible for maintaining any insurance cover of any nature to cover loss by anyone other than ourselves.
- 26.8 We are not liable for the working or otherwise of any Telecommunications Network run by or connected to any Other Licensed Operator and cannot be held responsible for poor quality of service or access difficulties caused by Other Licensed Operators.
- 26.9 We are not liable for losses caused by any third-party services or goods, content or viruses that you access through use of the Service(s).
- 26.10 We are not responsible for any fault with your SIM Card or Customer Premises Equipment caused by tampering or negligence (unless caused by us) or any failure to follow our reasonable instructions or this Agreement.
- 26.11 Nothing in this Agreement excludes or restricts our liability to you for death or personal injury caused by negligence or fraud of fraudulent misrepresentation.

### 27 INTELLECTUAL PROPERTY RIGHTS



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- 27.1 Any Intellectual Property Rights associated with the Service(s), the Sure Equipment and the Purchased Equipment (including any software) are owned by us or the relevant third-party owners of the Intellectual Property Rights and you will not own any rights in them.
- 27.2 We shall own any Intellectual Property Rights which we create during or as a result of the supply of the Service(s) to you (including supply of the Sure Equipment and/or the Purchased Equipment).
- 27.3 You must not do anything to jeopardise our Intellectual Property Rights or those of any third party under this Agreement.
- 27.4 The words or marks "Sure International" and "Sure" however represented, including stylised representations, all associated logos and symbols, and combinations of any of the foregoing with another word or mark, are the trademarks of the Sure Group or third parties. We reserve all our rights.
- 27.5 The copyright of all information supplied to you in connection with the Service(s) shall remain owned by us or the copyright owners. Such information shall not be copied, used or disclosed (other than for the purpose for which it was supplied) without our prior written consent.

### **28 WAYS IN WHICH WE MAY SUSPEND YOUR SERVICE(S)**

- 28.1 In addition to our right to end our agreement with you (which is explained in paragraph 29), we may give you immediate notice and suspend the Service(s):
- (a) if you fail to pay any undisputed amounts in your bill by the time frames specified in paragraph 10.5;
  - (b) if it is used in a manner that has an adverse impact on and/or materially harms the security or functioning of our Network;
  - (c) if you act in an abusive, harassing or threatening manner to any member of our staff or representative(s) or make unreasonable demands on us including time or abuse of process;
  - (d) if it is used with equipment that is not approved for connection to our Network;
  - (e) if it is used (or we have been informed or suspect that it has been used) in a manner, or in relation to, the commission of offences or alleged commission of offences in breach of any relevant law or regulation;
  - (f) on the instructions of a government body, law enforcement agency, regulator, emergency services, court or other competent authority;
  - (g) if you notify us that your Mobile Phone Equipment has been lost or stolen; or
  - (h) if it is used (or we have been informed or suspect that it has been used) in breach of paragraph 8 whether by you or any other party with or without your knowledge.
- 28.2 We may suspend the Service(s) immediately and without notice:
- (a) in an emergency; including to provide or safeguard service to a hospital or to the emergency, or other essential, services or for the safeguarding of life or limb;
  - (b) if we have loss of access to your Premises;
  - (c) during any technical failure of the Network;
  - (d) when it is necessary to safeguard the security and functioning of the Network;
  - (e) to prevent or investigate an incidence of fraud or crime or alleged incidence thereof;
  - (f) on the instructions of a government body, law enforcement agency, regulator, emergency services, court or other competent authority;
  - (g) to prevent or investigate Artificially Inflated Traffic; or
  - (h) to prevent a breach of any law or regulation.
- 28.3 We may suspend the Service(s) giving you as much written or oral notice as reasonably practical and possible:



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- (a) for the purpose of repair, maintenance or improvement of our Network; or
- (b) to permit the passage of vehicles with abnormal loads.

28.4 We may also suspend your Service(s) if you breach any of the terms of the Agreement which gives us the right to end your Agreement with us. This means that we can still exercise our right to terminate the Agreement at a later date.

28.5 If we suspend your Services(s) for any of the reasons explained in this paragraph 28 and the reasons for suspension are subsequently fixed, we shall restore the Service(s) as soon as possible (unless we have already terminated the Service(s)).

28.6 You will only have to pay all charges, including Rental Charges, during the time a Service is suspended, if we suspend the Service for the reasons set out in paragraph 28.1 (but not paragraphs 28.1 (f)) and the Agreement will continue during the period of suspension.

28.7 We shall not be liable for any loss or damage which you suffer as a result of a suspension unless the underlying reason for the suspension is caused by us.

### 29 HOW EITHER PARTY CAN TERMINATE THIS AGREEMENT

#### 29.1 WAYS IN WHICH SURE MAY TERMINATE THIS AGREEMENT OR A SERVICE:

29.1.1 We may terminate this Agreement or the Service(s), subject to any notice period specified in any Service Specific Terms and Conditions and paragraph 29.1.2, once the Initial Term has lapsed, by giving you at least one (1) months' notice. If we give you notice, then you must pay Rental Charges and any other applicable charges up to the expiry of the notice period. We will credit or refund the appropriate proportion of any Rental Charges paid in advance for the period after your liability for Rental Charges ceases.

29.1.2 We may terminate this Agreement and cease providing the Service(s) immediately on written notice:

- (a) if you seriously misuse a service or break this Agreement in a way that cannot be put right (including non-payment of your bill as explained in paragraph 10.5(e));
- (b) if you break this Agreement and do not put things right in a reasonable time;
- (c) where we have suspended the Service(s) under paragraph 28;
- (d) if you act in an abusive, harassing or threatening manner to any member of our staff or representative(s) or make unreasonable demands on us including time or abuse of process;
- (e) if any information provided by you is untrue, inaccurate, not current or incomplete;
- (f) if the results of any credit check we may carry out are unsatisfactory;
- (g) if you persistently do not pay your bill(s) by the Due Date;
- (h) if you die or are unable to pay your debts as they become due, you become insolvent or have any order of a similar nature made against you or your property in any jurisdiction, including saisie or en désastre; or
- (i) if you use the Service(s) in a way which breaches any law or regulation which is applicable to your Services(s).

29.1.3 We may terminate this Agreement immediately by giving you notice if any event which is beyond our reasonable control (as described in paragraph 30) continues for a period of 30 (thirty) days or longer.

#### 29.2 WAYS IN WHICH YOU MAY TERMINATE THIS AGREEMENT OR A SERVICE:

29.2.1 You may end this Agreement or a Service on written notice:



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- (a) once the Initial Term has ended, by giving us one (1) month's written notice (this notice period may differ if you are subject to a different notice period which will be stated in your Service Specific Terms and Conditions). If you end this Agreement or a Service during the Initial Term, you must pay any outstanding charges (including Rental Charges) at the prevailing rate in force at the time. Outstanding Rental Charges may not be payable if the Service(s) is replaced with another Service from us that we deem to be comparable;
- (b) if we break a significant term of this Agreement and do not put things right within thirty (30) calendar days of having been notified by you;
- (c) in accordance with paragraph 9.6, if we change the terms or conditions of this Agreement to your material detriment. However, you will not be able to terminate this Agreement if we make a change in accordance with paragraph 9.7 and/or 9.9, or where we are instructed or permitted by a regulator or other competent authority to make any such changes to this Agreement.

### 29.3 OUTSTANDING CHARGES AND LINKED SERVICES:

- 29.3.1 When this Agreement ends as described under paragraphs 29.1.2 and 29.2.1; you must pay us the Rental Charges as well as any other applicable charges which would have been payable for the remainder of the Initial Term at the prevailing rate in force in Our Price List at termination.
- 29.3.2 Except as set out in paragraph 29.3.1, if this Agreement is ended for any reason, we will credit or refund the appropriate proportion of any Rental Charges paid in advance for the period after your liability for Rental Charges ceases.
- 29.3.3 As well as other sums that you may become liable to pay for, you continue to be liable to pay all charges that are due for the Service(s) during any period in which you do not comply with this Agreement until the end of the relevant term.
- 29.3.4 You acknowledge that certain Service(s) provided by us may be dependent on the provision of another Service so if one Service is terminated, we may also need to terminate other Services(s).

### 30 MATTERS BEYOND OUR CONTROL

We are not liable for any breach of this Agreement which is caused by a matter beyond our reasonable control including but not limited to fire, lightning, explosion, war, terrorist activity, disorder, flood, industrial disputes (whether or not involving our own employees), shipping delays, epidemics, pandemics, extremely severe weather or acts of government or other competent authorities, or any other matter which would constitute an act of God.

### 31 LEGAL AND REGULATORY RESTRICTIONS ON YOUR SERVICE(S)

If we are prevented by restrictions of a legal or regulatory nature from supplying the Service(s), we will have no liability to you for failure to supply the Service(s).

### 32 SENDING NOTICES UNDER THIS AGREEMENT

- 32.1 Notice of legal proceedings must be in writing and delivered to us by hand or sent by prepaid post for the attention of the Legal and Regulatory Director, Sure (Guernsey) Limited, PO Box 3, La Vrangue, St. Peter Port, Guernsey, GY1 3AB.
- 32.2 All other notices given under this Agreement must be in writing and delivered by email, hand or sent by prepaid post as follows:
  - (a) To us: at Sure (Guernsey) Limited, PO Box 3, La Vrangue, St. Peter Port, Guernsey, GY1 3AB;
  - (b) To you: at the address or email address that you ask us to send bills.





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### 33 COMPLAINTS

- 33.1 If you have a complaint, the process you will need to follow is explained on our website at <https://guernseyhelp.sure.com/hc/en-gb/articles/360000291660-Complaints> or in our Here to Help Guide.
- 33.2 If you are not satisfied by the outcome of our complaints process, then you can raise a dispute to a relevant regulatory body. Details about which regulatory body you should contact regarding your dispute, including the methods by which you should contact them, can be found in our Here to Help Guide.
- 33.3 If you choose to contact either of the above regulatory bodies, you should provide them with your Sure 'ticket' number.
- 33.4 If you wish to contact Sure but do not wish to raise a formal complaint, you can contact Sure's customer support services. The contact details and opening hours for Sure's customer support services can be found in our Here to Help Guide.

### 34 CHANGES TO THIS AGREEMENT

- 34.1 Subject to our licensing requirements and paragraph 9.6, we may change the terms or conditions of this Agreement at any time and/or, where instructed to by a regulator or competent authority. If we change the terms and conditions of this Agreement, you may have the right to terminate this Agreement as further explained in paragraph 29.2.1(c).
- 34.2 We will either email or write to you with details of any changes to this Agreement or the changes will be notified by publication at <https://www.sure.com/guernsey/terms-and-conditions/>.

### 35 OTHER LEGAL TERMS

- 35.1 Except for paragraph 26 of these Consumer General Terms and Conditions, the order of precedence to resolve any inconsistency between different parts of the Agreement shall be:
- (i) the Order;
  - (ii) Service Level Agreement;
  - (iii) Service Specific Terms and Conditions;
  - (iv) Acceptable Use Policy and Fair Use Policy; and
  - (v) the Consumer General Terms and Conditions.
- 35.2 Headings shall not affect the interpretation of this Agreement.
- 35.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 35.4 Where the words 'include(s)', 'including' or 'in particular' are used in this agreement, they are deemed to have the words 'without limitation' following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 35.5 We shall have the right to assign, subcontract or transfer all or any of our rights and obligations under this Agreement to any person and shall notify you prior to exercising the right to assign, subcontract or transfer such rights or obligations. We will ensure that the transfer will not affect your rights under this Agreement. You shall not have the right to assign, subcontract or transfer all or any of your rights and obligations under this Agreement to any other person, party or entity without our prior written consent (not to be unreasonably withheld or delayed).



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- 35.6 If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected by that finding.
- 35.7 Any paragraph that is expressly or implicitly intended to survive the termination of this Agreement shall survive termination of this Agreement.
- 35.8 If either Party fails to exercise or enforce any right conferred by this Agreement, it shall not be deemed to be a waiver of those rights nor bar the exercise or enforcement of them on any later occasion. If we waive a particular breach of this Agreement by you, that waiver is limited to the particular breach.
- 35.9 This Agreement shall be governed by and constructed and interpreted in accordance with the laws of the Island of Guernsey, and each party hereby submits to the exclusive jurisdiction of the Guernsey Courts.

### **DEFINITIONS:**

**"Acceptable Use Policy"** means a separate document showing the rules and etiquette governing our customers use of the Services(s) and is available at <https://www.sure.com/guernsey/terms-and-conditions/>.

**"Agreement"** means the contract between us, incorporating: (i) the Order; (ii) Service Level Agreement; (iii) Service Specific Terms and Conditions; (iv) Acceptable Use Policy; (v) the Consumer General Terms and Conditions; and where relevant, (vi) the Fair Usage Policy.

**"Artificially Inflated Traffic"** means a flow or volume of traffic via any Service, which we believe:

- i. is disproportionate to the flow or volume of traffic which we expect from good faith commercial practice and usage of the Service(s);
- ii. is disproportionate to your previous traffic profiles (in any given month) with us;
- iii. uses automated means to make calls (save where this is expressly approved by us in writing); and/or
- iv. may result in you exceeding the credit limit which we place on your account held with us from time to time.

**"Booster"** means an option to pay a monthly charge in addition to the monthly charge for the mobile Service, which gives you additional inclusive texts, data, call discounts or any other additional feature described by us as a Booster according to the specific Booster you have chosen.

**"Buy-Now Pay-Later Contract"** means a Sure post-paid contract where a customer purchases a Device from Sure and pays for it over a 12, 24 or 36 month period.

**"Consumable Parts"** means items contained within the Customer Premises Equipment which are consumed at regular intervals during the normal use of the Customer Premises Equipment. Consumable Parts include, but are not limited to, batteries, toner cartridges, imaging units, printer ribbons and stationery.

**"Consumer Customer"** means any of our customers who use or request a Service for purposes which are wholly of mainly outside that individual's trade, business, craft or profession.

**"Consumer General Terms and Conditions"** means these general terms and conditions issued by Sure (Guernsey) Limited.

**"Contractual Date"** means the earliest date on which the customer accepts an Order (which may be before the Service Delivery Date) and/or receives any Purchased Equipment.

**"Cooling Off Period"** means the 14 day cancellation period referred to in paragraph 5.



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**“Customer Equipment”** means any equipment and software (excluding Sure Equipment), purchased independently and used by you in connection with the Service(s).

**“Customer Premises Equipment”** means any Customer Equipment and Purchased Equipment used by you in connection with the Service(s).

**“Devices”** means any equipment purchased and paid for over all or part of the customer’s Initial Term. This includes, but is not limited to, mobile handsets, routers, mesh wi-fi extenders, headphones, games consoles, tablets, laptops and watches.

**“Direct Debit”** means an instruction from you to your bank or other financial institution authorising us to collect any payment or series of payments by direct debit payment from your bank account.

**“Due Date”** means the end of the month in which the relevant bill was issued, or such other date as may be specified in your bill.

**“Emergency Maintenance”** means unforeseen emergency work required to be urgently undertaken by us or our authorised representative(s), acting on our behalf, to prevent a major disruption to the Service(s).

**“Fair Usage Policy”** means a policy that may apply to any of our Services that provide access to the Internet. Our Fair Usage Policy is available at <https://www.sure.com/guernsey/terms-and-conditions/> and may change from time to time but any such changes will be made in accordance with paragraph 34 (Changes to this Agreement).

**“Fault”** means a fault causing continuous total loss of the use of a Service and/or equipment, or a fault which degrades the level of a Service and/or operation of any equipment. A Fault does not include the loss of such ability arising as a result of our suspension of Service under the provision of this Agreement or any Fault arising as a result of matters beyond our control as described in paragraph 30.

**“Group”** means the relevant company, any holding company of that company, and any subsidiary of that company or its holding company.

**“Here to Help Guide”** means the regulatory required document contained within our “Here to Help Guide” which is published at <https://guernseyhelp.sure.com/hc/en-gb/articles/360010248460-Here-to-Help>.

**“Initial Term”** means the minimum term which you commit to receive a Service as set out in paragraph 4.3.

**“Intellectual Property Rights”** means all patents, rights to inventions, utility models, image rights, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**“Interconnection”** means the physical and logical linking of Telecommunication Networks used by the same or a different organisation in order to allow the users of one organisation to communicate with the users of the same or another organisation or to access services provided by another organisation; and services may be provided by the parties involved or other parties who have access to the network.

**“Joint Customer”** means having more than one customer named on an account as described in paragraph 3.7.

**“Mobile Phone Equipment”** means a mobile capable device, a SIM Card and any other associated equipment.



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**"Network"** means the telecommunications system we use to provide the Service(s).

**"Network Terminating Point"** means any physical point of connection forming part of a telecommunications network at which another telecommunications network or where relevant, Sure Equipment and/or Customer Premises Equipment may be connected.

**"Normal Working Hours"** means work carried out between 08-00 to 17-00 hours, Monday to Friday (but excluding Public/Bank Holidays in the Bailiwick of Guernsey).

**"Order"** means our order form or any Sure contract, physically signed by you or agreed by you within Sure's online ordering process, detailing the Service(s) and other relevant information, including where relevant the Quotation, forming part of this Agreement.

**"Other Licensed Operators"** means an entity other than us to whom an individual licence has been granted or who is authorised by a class licence to establish, operate or maintain a Telecommunications Network of a class or description specified in the licence, or to provide a telecommunications service of such a class or description, or both in accordance with the Telecommunications (Bailiwick of Guernsey) Law, 2001 or law in any other jurisdiction under which a telecommunications licence has been granted.

**"PIN"** means personal identification number.

**"Planned Maintenance"** means work required to be undertaken by us or our authorised representative(s) with prior notice, acting on our behalf, to maintain Service integrity.

**"Premises"** means the physical customer premises where connectivity to the Service(s) is required.

**"Price List"** means our published list of prices, rates, charges and fees for all Services as shown on the applicable service page at [www.sure.com](http://www.sure.com).

**"Purchased Equipment"** means any equipment, including Devices and any software that we sell, or licence to you.

**"Quotation"** means any quotation which we provide to you relating to the provision of the Service(s).

**"Rental"** means rental of a Service by you.

**"Rental Charges"** means the monthly recurring non-usage part of the charges for a Service as specified in the Order and/or the Price List.

**"Service" or "Service(s)"** means a telecommunications service or any other facilities we provide to you in connection with the Service(s), as specified in the Order and the Service Level Agreement that forms part of this Agreement.

**"Service Delivery Date"** means the date on which we make the Service(s) ready for use.

**"Service Level Agreement"** means any service level agreement that may form part of any applicable Service Specific Terms and Conditions, and as such forms part of this Agreement.

**"Service Number"** has the same meaning as "numbers" in section 31 of the Telecommunications (Bailiwick of Guernsey) Law, 2001 which means the formats of codes and subscriber numbers for routing telecommunications services to a network termination point, user, telecommunications equipment or Customer Premises Equipment in the Bailiwick of Guernsey, which formats are allocated by the Director General (or by the Director General of Telecommunications appointed under the Telecommunications (Bailiwick of Guernsey) Law, 2001).



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**“Service Specific Terms and Conditions”** means any additional Sure terms and conditions belonging to a specific service which sets out service specific information such as specifications and technical information.

**“SIM Card”** means the subscriber identity module containing data (including your identity), which we have supplied to you.

**“Sure”** means Sure (Guernsey) Limited.

**“Sure Equipment”** means any equipment or software owned or licensed by us and used by us and/or provided to you in order to deliver the Service(s).

**“Sure Maintenance Agreement”** means a maintenance agreement pursuant to which we offer maintenance cover for certain Purchased Equipment.

**“Telecommunications Network”** means a network comprising telecommunications equipment for the emission, transmission, switching, conveyance or reception of messages through the agency of electric, magnetic, electro-magnetic, electro-chemical, electro-mechanical or electro-optical energy or by optic-electronic means.

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

**“Telephony Service”** means the provision of PSTN, ISDN telephone line and/or VoIP/SIP services to your Premises in accordance with these Consumer General Terms and Conditions.

**“Unplanned Maintenance”** means maintenance of Services by us or our authorised representative(s), acting on our behalf, which is not Planned Maintenance or Emergency Maintenance.

**“Working Days”** a day (other than a Saturday, Sunday or a public holiday) when banks in Guernsey are open for business.