

Sure (Isle of Man) Limited Home Phone Terms and Conditions

These Sure (Isle of Man) Limited (“**Sure**”) Ethernet Connect Terms and Conditions should be read in conjunction with the:

- General Terms and Conditions,

all of which apply.

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

SECTION 1

1. Service Description

The Sure Home Phone Service from Sure consists of a telephone line connected to a Network Terminating Point, including the facility to make and receive calls, send and receive data and use associated line facilities, whether it is for use as a home telephone, fax, Internet or a business line.

2. 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.

“**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 Us or the Network Provider to prevent a major disruption to the Services.

“**Network Provider**” means Manx Telecom PLC.

“**NTP**” or “**Network Terminating Point**” 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.

“**Planned Maintenance**” means a notified duration during which network work is undertaken.

“**Rental**” means rental of the Service by You.

“**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.

“**Telephony Service**” means the provision of a PSTN telephone line to Your premises in accordance with these Sure Service Specific Terms and Conditions.

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

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

“**You**” or “**Your**” means the customer entering into this Agreement.

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3. Provision of Service

- 3.1. We will provide the Telephony Service to the Network Terminating Point, which is normally placed up to three metres inside 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. All internal wiring, including extension wiring, additional 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.
- 3.2. If You take a new Telephony Service, We will put Your name, address and Service Number in the Telephone Directory and make the Service Number available from a Directory Enquiry Service if You ask Us to do so. If You move Your Telephony Service to us from another provider We will not make any changes to Your name, address and Service Number in the Telephone Directory unless You ask Us to do so. Where You request Us, to make any changes to the Telephone Directory on Your behalf, We shall be entitled to charge You a reasonable fee.
- 3.3. You may be required to pay an additional charge for any additional or special entries that We agree to provide in the Telephone Directory on your behalf for which you will be billed directly by the Network Provider.
- 3.4. 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.
- 3.5. Where the installation and provision of the Service is delayed by You, or Your employees or agents, We will provide a new Service Delivery Date as soon as reasonably practicable. We shall be entitled to charge for any abortive work due to You delaying provision. Any non-availability of Service due to Your delay shall be excluded from the measurement of provision or Fault repair times.
- 3.6. If either your exchange line, or the interconnect link between Us and the Network Provider is suspended or terminated for any reason, We will not be able to provide You with the Service.

4. Your use of the Service

4.1. You shall:

- 4.1.2 ensure that Your equipment is only connected to the Services via the NTU;
- 4.1.3 allow Us or Our Network Provider full and convenient access to the Telecommunications Apparatus or NTU as appropriate, as well as associated wiring at all reasonable times in order to rectify any Fault with the Services that You report to Us;
- 4.1.4 use all Telecommunications Apparatus connected with the Services in accordance with the manufacturer's and or Our Network Provider's recommendations; or
- 4.1.5 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 caused by the grossly negligent acts of Sure or the Network Provider.

4.2. You shall not:

- 4.2.1 use the service in a way that does not comply with the terms of any regulatory or other legal requirement of a competent regulatory or legislative body in Isle of Man;

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- 4.2.2 in connection with the carrying out of a fraud or criminal or any other illegal activity;
- 4.2.3 tamper with, move, modify, or interfere with the Telecommunications Apparatus or NTU as appropriate or any associated wiring without Our written consent or that of the Network Provider; or
- 4.2.4 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.

5. Telecommunications Equipment

- 5.1. You are responsible for any Telecommunications Equipment that We or Our Network Provider provide at Your Premises and for its safe and proper use. You must not interfere with it nor let anybody else do so, unless authorised by Us. If any part of the Telecommunications Equipment is lost, destroyed or damaged, apart from fair wear and tear, You will be charged for its repair or replacement.
- 5.2. Telecommunications Equipment shall remain the property of Us or the Network Provider and shall solely and exclusively be maintained by Us or the Network Provider.

6. Payment and charges

- 6.1 Rental for the Telephony Service will start on the Service Delivery Date, unless:
 - 6.1.1 We notify You of a later date for the start of the Telephony Service when rental will be payable from; or
 - 6.1.2 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.
- 6.2 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.
- 6.3 Call charges will be calculated, except where We otherwise determine, using the details provided by Us or by Our Network Provider.
- 6.4 The call duration shall be the duration from time of call initialisation to call termination and will be rounded up to the next 60 second interval.
- 6.5 We reserve the right to amend all charges applicable to the Service subject to giving You 14 days written notice.
- 6.6 Chargeable calls shall be charged on a per minute basis with a call set-up fee and a minimum charge per call of one minute.
- 6.7 We may charge You, should You fail to be available to grant Us or our agents access to your property to fulfil a confirmed installation appointment without notifying Us in writing not less than 48 hours prior to the agreed appointment date and time.
- 6.8 Any chargeable events where the details of which are not to hand when the bill is prepared shall be included in a bill no later than the third monthly bill after the chargeable events occurred, unless a previous agreement has been reached with You.

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7. Suspension

- 7.1 We may suspend the Service if We or the 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.
- 7.2 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. Restoration of a suspended service may incur administration charges.
- 7.3 Your service may be suspended should Your account fall into arrears for a period in excess of 60 days.

8. Term and Termination

- 8.1 The Initial Term applicable to the Service is 12 months. We may from time to time make available promotional contract offers which may vary the duration of a new contract term applicable to the offer.
- 8.2 You may terminate this Agreement at any time after the Initial Term has expired by giving written notice to Us of at least 30 days. If You terminate this Agreement during the Initial Term You shall be liable for any outstanding charges at the rate in force at the time, including the remaining monthly rental charges up to the expiry of the Initial Term. Outstanding rental charges shall not be payable if:
- 8.2.1 the Service is replaced with another Service from Us that We deem to be comparable; or
 - 8.2.2 We materially change the rental charge or terms and conditions of this Agreement to Your detriment.

9. Accommodation, Power and Lightning Protection

- 9.1 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 or our Network Provider will take reasonable care when carrying out work on Your Premises but You will be responsible for any necessary re-decoration and for putting items back once the work has been completed.
- 9.2 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 or Our Network Provider's Telecommunications Equipment.
- 9.3 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.

10. Customer Premises Equipment

- 10.1 You must only connect Customer Premises Equipment to Our Telephony Service at the designated Network Termination Point, or additional telephone sockets in the Premises.
- 10.2 Your Customer Premises Equipment must only be used with Our Telephony Service as directed by Telecommunications Act 1984 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.

11. Information and Permissions

- 11.1 You confirm that in respect of the Telephony Service:
- 11.1.1 We may install and keep the Telephony Service and Telecommunications Equipment at the Premises and have reasonable access to it.

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- 11.1.2 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of the Telephony Service until its removal.
- 11.1.3 You shall give Us not less than seven days' notice of any change of billing address, contact address or contact number.
- 11.1.4 We may assign Your service with a telephone number in order for You to access the service, but at no time will ownership of this number transfer to You. We may at our sole discretion recover any Telephony Service, its associated features and the telephone number should we determine that the service is not being used for its intended purpose.

12. Access to Premises

- 12.1 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.
- 12.2 Where Emergency Maintenance is required to be carried out by Us or the Network Provider 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.
- 12.3 For Scheduled Maintenance to be carried out by the Network Provider at Your Premises, We shall provide you with no less than two days' notice.
- 12.4 For Unplanned Maintenance to be carried out by the Network Provider, We shall endeavour to give you 12 hours' notice.

13. Use of Information

In providing information for inclusion in the alphabetical section of The Telephone Directory, You agree that We will also provide the information to service providers for inclusion in directory enquiry services and also in printed form in other directories.

14. Call Service Options - "Sure Home Phone"

- 14.1 If You wish to select one of the 'Sure Home Phone' Service Options You will be required to sign-up for the Call Service Option.
- 14.2 Call charges will be those applicable at the time for Calls made on the Call Service Option You have selected.
- 14.3 You must pay Us for the Service by Direct Debit. You will be required to complete a Direct Debit mandate when You sign-up for the Service.
- 14.4 If You use the Service in a way that is inconsistent with a specific Call Service Option We reserve the right to apply the Call Service Option charges that relates to the level and type of use You make of the Service. If You use the Service other than in a normal and reasonable way We may suspend or terminate the Service immediately in which case You will be responsible for paying all charges under the applicable pricing plan.

15. Variation and changes to Service

We shall be entitled to change the specification of the Service subject to 14 days' notice. 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

16. Service Schedule

16.1. Sure Service Level Schedule defines the standard level of Fault response and provision target times for Telephony Services within the Isle of Man.

16.2. 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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16.3. We will provide You with the Telephony Service on the terms and conditions as stated.

16.4. We plan to deliver a working service by the time as agreed with You or within the maximum time for provision as stated above.

16.5. Requests made to Us relating to the provision of the Telephony Service that are made in writing must be sent to: Sure (Isle of Man) Limited, Atlantic House, 4-8 Circular Road, Douglas, Isle of Man, IM1 1AG. Or by email to: talk@sure.com.

16.6. 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.

17. Fault Support (Telephony Service)

Fault Support	You may report Faults to Us via Our Contact Centre on 07624 247247, 08h00 – 20h00 hours Monday to Saturday excluding Public/Bank Holidays. Alternatively contact us via the help section on www.sure.com
Fault Cover	During Normal Working Hours 0800 – 1700 hours Monday to Friday, excluding Public/Bank Holidays, We will respond to a Fault within 8 hours of receipt of a Fault report.
Fault Resolution	Resumption of service by midnight five working days after the day reported. However expedited Fault Resolution is available for an additional charge. For the avoidance of doubt, a Fault may be cleared and resolved by a temporary alternative service until such time as the Service has been permanently repaired.

16.7. 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 Resolution to be made.

16.8. 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 at another location on Our or the Network Provider's Telecommunications Network.
- Work to resolve the Fault within the agreed time period as stated in this schedule.

16.9. 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.

16.10. Attention to Faults outside of the stated time will be charged at the applicable Sure rates defined in Our Price List.