



**SURE (GUERNSEY) LIMITED  
SURE DISASTER RECOVERY CENTRE SERVICE  
TERMS & CONDITIONS**

These are the Sure Disaster Recovery Centre Service Terms and Conditions (“**Terms and Conditions**”). These terms and conditions should be read in conjunction with the other documents referred to in paragraph 1 below.

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

**1. YOUR AGREEMENT WITH US**

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

**2. SERVICE DESCRIPTION**

- 2.1 These Terms and Conditions relate to the provision by Sure, of an Allocated Space in the Disaster Recovery Centre. The Disaster Recovery Centre forms part of the “Disaster Recovery Services” product portfolio provided by Sure.

**3. RESTRICTIONS ON YOUR ALLOCATED SPACE**

- 3.1 At any one time, your Allocated Space may be made available to a maximum of two other Sure customers (i.e. three in total) in the event of their own DR procedures being implemented.



- 3.2 The Allocated Space will be available on a 'first come, first served' basis and you will not be permitted to access or use the Service if another Shared Customer has already been issued an Incident Ticket during the time in which you require access to the same Allocated Space. Sure will notify you as soon as possible when another Sure customer has been given an Incident Ticket and has taken up occupancy of the Allocated Space.
- 3.3 Sure will notify you as soon as possible after a Shared Customer has vacated the Allocated Space and the Service has become available again.

#### **4. DRC UNAVAILABILITY - CREDITS**

If during any monthly period the Allocated Space is unavailable to you as a result of a Shared Customer using the Allocated Space, Sure will reimburse the Customer the equivalent of one month's fees. Sure's maximum liability for compensation each month will be capped to the value of one's months fees.

#### **5. SERVICE AVAILABILITY OF ALLOCATED SPACE AND HOW TO ACCESS IT**

- 5.1 The Service is made available to the Customer on a 24\*7\*365 basis subject to unavailability as specified in paragraph 3.
- 5.2 The Allocated Space is available "on-demand" by way of the Customer making a Declaration to the Sure SOC via the agreed procedure.
- 5.3 A Customer may only reserve the Allocated Space and prevent another Shared Customer from using it if the Customer has followed the correct Declaration procedure.
- 5.4 Once you have completed the Declaration procedure you will be provided with an Incident Ticket. This will confirm the time at which Sure was notified and the point at which your reservation of the Allocated Space commences.
- 5.5 The full procedure to make a Declaration and make use of the Disaster Recovery Centre, is contained in the Customer Invocation Plan, with instructions in the section "Declaration Process". Your Customer Invocation Plan contains all details required for you to contact and verify your identity with Sure.



5.6 The Customer acknowledges that Sure cannot guarantee an Allocated Space at any time as these are all subject to availability in accordance with paragraph 3.

5.7 Sure shall not be held liable for any losses suffered by the Customer as a result of unavailability of the Service as a result of a Shared Customer having already occupied or reserved the Allocated Space in accordance with paragraph 3.

## **6. USE OF THE SERVICE**

6.1 The Customer acknowledges that the Service is provided on the basis that it is a temporary solution to a business interruption suffered by the Customer and the Disaster Recovery Centre is not designed to support long-term occupation by the Customer.

6.2 The Customer shall occupy the Allocated Space on such days as are requested at the time of notification. Unless otherwise agreed, the Customer must vacate the Disaster Recovery Centre no later than five (5) days after commencing use of the Allocated Space.

## **7. AUTHORISED INVOKERS**

The Customer will provide the names and contact details of up to five (5) people who are empowered to declare a disaster and carry out the Declaration procedure to access the Service and obtain an Incident Ticket. Any changes to the list must be notified to Sure and an updated Customer Invocation Plan produced.

## **8. SURE OBLIGATIONS**

8.1 According to the Service selected by the Customer and indicated on the Order Form, Sure shall provide the following:

- security access cards/visitor passes for the duration of the Invocation;
- door key(s) for the individual suite(s) to be occupied within the Disaster Recovery Centre;
- cleaning of the Disaster Recovery Centre during periods of Customer occupation;
- replenishment of toiletries and cleaning supplies as needed – for the avoidance of doubt supplies such as food or refreshments or printer paper are the responsibility of the Customer;



- 24\*7 support for the Customer during use of the Service via the Sure SOC; (+44 1534 752310);
- internet connectivity during use of the Service;
- a Customer Invocation Plan;
- delivery of any predefined connectivity service, noted within the Customer Invocation Plan;
- to provide an alternate means of power to the Disaster Recovery Centre in the event of mains failure at no additional cost to the Customer.

## **9. CUSTOMER OBLIGATIONS**

### **9.1 The Customer agrees to:**

- notify Sure of any updates/changes to authorised personnel;
- provide a contact person and escalation list to allow Sure to notify any periods of occupancy and unavailability;
- only to use the Disaster Recovery Centre in the manner for which it is intended, and to leave the facility in a clean and tidy state at the end of the occupation;
- return all security access cards/visitor passes and keys issued to it by Sure at the end of each period of occupation;
- not have more people using the Service than those for which it is contracted (number of seats as indicated on the Order Form);
- review the Customer Invocation Plan at least once a year and advise Sure of any changes/updates which need to be made;
- not attempt to access any areas of the building other than those assigned;
- notify Sure of any problems or breakages within the Disaster Recovery Centre as soon as practicable on the 24hr contact number;
- use the Service only for the purposes of business continuity;
- be responsible for their own Internet security (firewalls, antivirus software) whilst occupying the Disaster Recovery Centre;
- be responsible for maintaining appropriate insurance with reputable insurers in respect of the Customer own equipment and belongings taken into the Disaster Recovery Centre, and appropriate public liability insurance and any other insurance required by law;
- provide a list of all of the Customer personnel who might utilise the Service together with photo ID.

## **10. DISASTER RECOVERY CENTRE - SERVICE LEVEL AGREEMENT**



10.1 Sure undertakes to deliver the DRC Connectivity at 100% availability throughout the period of occupancy.

#### 10.2 **Non-Performance/Penalties/Compensation**

Sure will supply the Services within 2 hours of the Incident Ticket being issued or such longer time as agreed with the Customer.

Should Sure fail to provide the Allocated Space and DRC Connectivity under circumstances other than those subject to Force Majeure and the restrictions set out in paragraph 3 above, then the Customer will be entitled to compensation. This will be calculated according to the formula below:

<b>Set Up Time Elapsed</b>	<b>Compensation</b>
2 hours	20% credit against Invocation Fee
3 hours	40% credit against Invocation Fee
4 hours	60% credit against Invocation Fee
5 hours or more	80% credit against Invocation Fee

Should the Service not be available for any period post Customer acceptance/handover then the following will apply:

<b>Length of Unavailability</b>	<b>Compensation</b>
1 hour	10% credit against Invocation Fee
2 hours	20% credit against Invocation Fee
3 hours	30% credit against Invocation Fee
4 hours	40% credit against Invocation Fee
5 hours	50% credit against Invocation Fee
More than 5 hours	70% credit against Invocation Fee

Total non performance credits will not exceed 100% of the Invocation Fee during any Invocation period. Credit not issued due to the maximum credit limit will not be carried over into any other Invocation periods.

### **11. CHANGE MANAGEMENT**

In the event that either Sure or the Customer wishes to make a material change to the configuration of the Service a formal change request must be submitted in writing, which will then be mutually agreed prior to implementation. A further setup fee will be charged in the case of completely rewriting the Customer Invocation Plan.

### **12. ESCALATION**

Should the Customer have any issues with the performance of Sure in providing the Service then this should be escalated to the Account Manager in the first instance.



### **13. PAYMENT OF CHARGES**

The Service comprises two charges, a monthly recurring charge for making the facility available to the Customer according to these Terms and Conditions, plus a variable charge which is payable when the Customer declares an incident and occupies their Allocated Space. The variable charge depends on the number of days that the Customer occupies the Disaster Recovery Centre, and any other services or items obtained from Sure during the period of occupancy. The level of both monthly and variable charges is indicated on the Order Form depending on the service chosen by the Customer.

Pro rata monthly charges will be applied for any Service that starts part way through the month. The Customer will be entitled to a pro rata refund upon termination part way through a month, except where termination results from a breach of the Agreement by the Customer.

#### **DEFINITION AND INTERPRETATION**

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

**“Allocated Space”** means the space provided by Sure in its Disaster Recovery Centre for you to use the Service.

**“Customer Invocation Plan”** means the document produced by Sure in conjunction with the Customer which defines the specific configuration of the Disaster Recovery Centre for the Customer and any additional connectivity or telephony services which may require re-routing for the duration of the invocation.

**“Declaration”** means a formal announcement by pre-authorized Customer personnel to Sure in accordance with the Customer Invocation Plan.

**“Disaster Recovery Centre”** means the purpose-built area within the Telephone Repeater Station (TRS) building in St Peter Port, Guernsey within which the Service is provided.

**“DR”** means disaster recovery.

**“DRC Connectivity”** means the provision of various pre-defined connectivity or telephony services (as further detailed in the Customer Invocation Plan) for the Customer’s use during occupancy of the Allocated Space.

**“Incident Ticket”** means the service ticket that is raised by Sure at the time the Customer calls into the Sure SOC. The service ticket reference will be notified to the Customer at that time.

**“Invocation”** means the period between the Declaration and the end point of the incident.

**“Invocation Fee”** means the fee that is charged for occupancy of the Disaster Recovery Centre. The fee is charged on a per seat per 24 hours of occupancy and the rate is indicated on the Order Form.



**“Service”** means the Allocated Space and DR Connectivity to be delivered to the Customer in accordance with these Terms and Conditions and any Order Form.

**“Shared Customer”** means another customer who will share with you the right to access the Allocated Space.

**“Sure SOC”** means the dedicated Service Operation Centre operated by Sure, who manage the operational activities of the Sure network. The SOC is responsible for incident management, providing first line support and for raising Service Tickets for incidents into the service management system. The SOC provides a 24/7/365 service.