

# Sure (Guernsey) Limited

## Fibre Broadband and Landline Commercial Pilot Terms and Conditions

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These Sure (Guernsey) Limited (“**Sure**”) Fibre Broadband and Landline Commercial Pilot Terms and Conditions should be read in conjunction with Sure’s:

- Broadband Services Terms and Conditions (“**Broadband Terms and Conditions**”);
- Sure Telephony Service Specific Terms and Conditions;
- General Terms and Conditions;
- Acceptable Use Policy;
- Broadband Fair Usage Policy,

all of which apply.

Where there is a conflict, these Fibre Broadband and Landline Commercial Pilot Terms and Conditions will take precedence. Sure’s Terms and Conditions are available to view online at <https://www.sure.com/guernsey/terms-and-conditions/>.

At the back of this document, we have set out the explanations of any capitalised phrases used within these Fibre Broadband and Landline Commercial Pilot Terms and Conditions. Any capitalised term not defined in these Terms and Conditions shall have the meaning given to it in the Sure Broadband Services Terms and Conditions or General Terms and Conditions.

**YOUR ATTENTION IS DRAWN TO PARAGRAPH 3.1 REGARDING THE OPERABILITY OF FIBRE SERVICES DURING A POWER OUTAGE.**

### **SECTION 1**

#### **1. Fibre Broadband and Landline Commercial Pilot Service Description**

- 1.1 Sure’s Fibre Broadband and Landline Commercial Pilot Services (“**Fibre Service**”) provide an always-on high-speed Internet connection and Landline Service over our Fibre Network. The Fibre Service(s) are available in a range of speeds up to and including 1 Gigabit per second (“Gbps”) that enable you to connect compatible devices to the Internet, and make and receive landline calls.
- 1.2 The Fibre Service(s) are available at the average download speed and upload speeds set out in the table below, and are available to Eligible Customers, for order between 19 October 2021 and 18 April 2022 (the “**Commercial Pilot Phase**”):

<b>Fibre Services</b>	<b>Average Download Speed</b>	<b>Average Upload Speed</b>
Unlimited Basic	30 Mbps	3 Mbps
Unlimited Essential Fibre	50 Mbps	5 Mbps
Unlimited Superfast Fibre	100 Mbps	10 Mbps
Unlimited Ultrafast Fibre	300 Mbps	30 Mbps
Unlimited Gigabit Fibre	1 Gbps	50 Mbps
Unlimited Pro Fibre 30	30 Mbps	5 Mbps
Unlimited Pro Fibre 50	50 Mbps	10 Mbps
Unlimited Pro Fibre 75	75 Mbps	15 Mbps
Unlimited Pro Fibre 100	100 Mbps	25 Mbps
Unlimited Pro Fibre 500	500 Gbps	100 Mbps
Unlimited Pro Fibre 1000	1 Gbps	200 Mbps

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**2. Term**

- 2.1 The Fibre Service(s) are provided to Eligible Customers for a 24-month minimum term starting on the Service Delivery Date (the “**Initial Term**”). After the Commercial Pilot Phase, these Fibre Broadband and Landline Commercial Pilot Terms and Conditions shall terminate, each Fibre Service shall continue for the remainder of the relevant Initial Term and the Eligible Customers shall be subject to the applicable Broadband Terms and Conditions and Sure Telephony Service Specific Terms and Conditions, published at <https://www.sure.com/guernsey/terms-and-conditions/>.
- 2.2 If an Eligible Customer terminates the Fibre Service during the Initial Term, they shall be liable for any outstanding charges (including Rental Charges) at the prevailing rate in force at the time.
- 2.3 After the Initial Term, the Fibre Service shall continue until terminated in accordance with the Broadband Terms and Conditions.

**3. Commercial Pilot Eligibility Criteria**

- 3.1 **YOU ACKNOWLEDGE AND AGREE THAT YOUR FIBRE SERVICE WILL NOT OPERATE DURING A POWER OUTAGE AND THAT A BATTERY BACK-UP SOLUTION WILL NOT BE SUPPLIED BY SURE DURING THE COMMERCIAL PILOT PHASE. YOU ACKNOWLEDGE AND ACCEPT THAT YOU CANNOT USE YOUR FIBRE LANDLINE SERVICE TO CALL THE EMERGENCY SERVICES DURING A POWER OUTAGE. NOTHING IN THIS AGREEMENT PREVENTS YOU FROM PURCHASING AND INSTALLING YOUR OWN BATTERY BACK-UP SOLUTION AT ANY TIME.**
- 3.2 You will only be able to obtain the Fibre Service(s) if you fulfil the Eligibility Criteria set out in this paragraph. You are responsible for determining whether you fulfil the Eligibility Criteria and by entering into this Agreement, you are confirming that you fulfil the following Eligibility Criteria and agree to be bound by the Agreement.
  - 3.2.1 You must have a pre-existing Agreement for a Broadband Service with Sure and be located in the Admiral Park exchange area, Marina Court or areas around Hauteville (St Peter Port) or Rue Gele (Castel).
  - 3.2.2 You, or anyone in your household, does not regard themselves to be at higher-than-normal risk of requiring any one or more of the emergency services (and as such are defined as a “vulnerable customer” by the GCRA).
  - 3.2.3 You, or anyone in your household, do not have a Lifeline health alarm installed at your Premises.
  - 3.2.4 You do not use your Sure Fibre Service to remotely monitor a lift alarm, fire alarm, or burglar alarm.
  - 3.2.5 You have sufficient mobile phone signal inside your home and a charged mobile device available to enable you to make calls to emergency services during a power outage.
  - 3.2.6 If your property is rented, you have sought, or will seek before the planned fibre installation date, the permission of your landlord or the homeowner to have fibre installation work undertaken on the property. If your landlord is either the Guernsey Housing Association or States Housing Authority, you do not need to seek permission, as an underlying agreement is in place.

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3.2.7 You permit an engineer to undertake a fibre survey at your Premises before Fibre Service(s) are installed. This includes discussing the availability of a free Loaned Mobile Device for the purposes of making emergency calls during a power outage.

**4. Charges**

4.1 You will be charged for your Fibre Service(s) at the rates and charges applicable as published at <https://www.sure.com/guernsey/broadband-and-home/broadband/the-pilot-phase>.

4.2 You undertake to be responsible for any Non-Standard Installation Charges incurred during the installation of your Sure Fibre Service. You will be notified of any Non-Standard Installation Charges in advance of the provision of the Fibre Service(s) and if you do not agree to such charges, you may revert to Standard Installation.

**5. Restrictions on Use**

5.1 **YOU ACKNOWLEDGE THE LIMITATIONS SPECIFIED IN PARAGRAPH 3.1 ABOVE AND THAT IN PARTICULAR YOU SHALL NOT BE ABLE TO MAKE EMERGENCY CALLS USING THE FIBRE SERVICE(S) DURING A POWER OUTAGE.**

5.2 You acknowledge that 'Reminder Call' and 'Conference Call' Sure Star Service features will not be available on your Sure Fibre Service(s) during the Commercial Pilot Phase, and you will also be unable to transfer Star Service features, including Call Barring, Divert and Reminders, from your existing Landline Service to your Sure Fibre Service(s). If you regularly use or rely on these Sure Star Service features on your landline, you are advised not to apply for Sure Fibre Service(s) at this time.

**6. Customer Premises Equipment**

6.1 You are responsible for ensuring that you use a fibre compatible Router to enable access to the Fibre Service(s). We can provide guidance and supply a new standard or premium FTTP compatible Router (at your expense), if required.

6.2 If you choose to take either an Unlimited Gigabit Fibre or Unlimited Pro Fibre 1000 Service, and you wish to receive a True Gigabit speed (1Gbps average download), you will need to ensure that your Router can deliver speeds greater than 1 'Gigabit per second' (Gbps), e.g., a 2.5Gbps capable Router. **The Routers shown below, with a 'Maximum speed (wired)' of 950Mbps cannot provide a True Gigabit Fibre Service.**

6.3 Sure warrants that the Routers shown below are compatible with Sure's Fibre Service(s). Other Routers may be compatible but Sure cannot guarantee their suitability. To make the best of your Sure Fibre Service(s), you will need to choose a Router that appropriately facilitates the average upload speed and average download speed, as set out in the table in Section 1.2.

<b>Fibre compatible broadband routers:</b>	<b>Supplied by:</b>	<b>Maximum speed (wired)</b>	<b>Faster ('AC') Wi-Fi capable?</b>
Technicolor DGA0122	Sure	950Mbps	Yes
Technicolor DGA4134	Sure	950Mbps	Yes
Technicolor DWA0120	Sure	950Mbps	Yes
Technicolor TG589 vac (& V2)	Sure	950Mbps	Yes
TP-Link Archer VR900	JT	950Mbps	Yes

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TP-Link TD-W9970	JT	100Mbps	No
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- 6.4 Your Customer Premises Equipment must only be used with our Service as directed under the Telecommunications (Bailiwick of Guernsey) Law, 2001 and any other relevant laws and regulations and must only be used in a way that meets all applicable relevant standards and 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.
- 6.5 All Eligible Customers may request a free Loaned Mobile Device from us for the purposes of making emergency calls during a power outage for the duration of the Commercial Pilot Phase.
- 6.6 If you opt to take a free Loaned Mobile Device, you are responsible for it and undertake to keep the Loaned Mobile Device at your Premises and recharge its battery when required. In the event that the Loaned Mobile Device is damaged, lost or removed from your Premises, you will be charged £25.00 for its replacement.

**7. Request for relocation and reconfiguration of a Service**

- 7.1 During your Initial Term, you will be eligible to upgrade your Fibre Service(s) to a new Fibre Service with a faster download speed and/or upload speed, or from an Unlimited Fibre Service to a corresponding Unlimited Pro Fibre Service. However, you will not be able to downgrade your Fibre Service to a slower Fibre Service, or from an Unlimited Pro Fibre Service to an Unlimited Fibre Service.
- 7.2 Unless we notify you otherwise, Sure will not provide Fibre Service(s) during the Commercial Pilot Phase in locations outside of those specified in paragraph 3.2.1. If you ask us to relocate your Fibre Service(s) to a location outside of those specified in paragraph 3.2.1 then we may refuse your request which shall be at our sole discretion.
- 7.3 If pursuant to paragraph 7.2, we refuse your request to relocate your Fibre Service(s), then you may:
- 7.3.1 give notice to terminate the Fibre Service(s) and apply for a new Broadband Service(s) and/or Telephony Service(s); or
  - 7.3.2 give notice to terminate the Fibre Service(s) without replacing it with a new Service. If you are within the Initial Term, you shall be liable to pay the early termination charges specified in paragraph 2.2.
- 7.4 If you ask us to relocate your Sure Fibre Service(s) to another location included in those specified in paragraph 3.2.1 then we may either
- 7.4.1 agree to your request and you may be liable to pay additional applicable charges set out in <https://www.sure.com/guernsey/broadband-and-home/broadband/the-pilot-phase>;
  - 7.4.2 refuse your request which shall be at our sole discretion; or
  - 7.4.3 require you to give notice to terminate the Fibre Service(s) and apply for a new Broadband Service(s) and/or Telephony Service(s).

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**8. Definition**

**“Agreement”** means these Fibre Broadband and Landline Commercial Pilot Terms and Conditions, the Broadband Terms and Conditions, the Sure Telephony Service Specific Terms and Conditions, the General Terms and Conditions, the Acceptable Use Policy, the Broadband Fair Usage Policy and your Order Form.

**“Battery Back-up Solution”** means a facility, that is installed at the Eligible Customer’s Premises, that provides alternative power to support Landline Services over optical fibre cables during a power outage.

**“Commercial Pilot Phase”** means the provision of Fibre Services in the Admiral Park exchange area, Marina Court and areas around Hauteville (St Peter Port) and Rue Gele (Castel) between 19 October 2021 and 18 April 2022.

**“Eligible Customers”** means customers that fulfil the Eligibility Criteria set out in paragraph 2.

**“Eligibility Criteria”** means the requirements set out in paragraph 2.

**“Fibre Network”** means Sure’s end-to-end optical fibre-based solution (instead of copper lines) to allow broadband and landline services to be provided to business and residential Premises, sometimes known as Fibre-to-the-Premises (FTTP).

**“Fibre Service(s)”** has the meaning given to that term in paragraph 1.1.

**“Landline Service”** means is a service provided at a fixed location that allows for the transfer of speech communications and/or other forms of communications such as facsimile and data using Sure’s Fibre Network.

**“Loaned Mobile Device”** means a mobile device made available by Sure to Eligible Customers during the Commercial Pilot Phase.

**“Non-Standard Installation Charge”** means any request by an Eligible Customer which results in Sure being requested to install the Fibre Service(s) in a manner that is different to a Standard Installation.

**“Standard Installation”** means the installation of Fibre Service(s) within the Premises of the Eligible Customer, using surface-mounted wiring, where the Optical Network Termination (ONT) is located within a 3-metre cable length of the point of entry into the Premises and a maximum of 5 metres cable length from a power supply. The Router must be located within a 4-metre cable length of the ONT.

**“True Gigabit”** means a broadband service that provides an average download speed of 1Gbps (delivered from a maximum network speed of 1.06Gbps), rather than a conventional 1Gbps maximum download speed service.