

Sure (Isle of Man) Limited

Next Generation Voice Terms and Conditions

The Sure (Isle of Man) Limited (“Sure”) Next Generation Voice Terms and Conditions should be read in conjunction with Sure’s:

- General Terms and Conditions;
- Order Form;
- Acceptable Use Policy; and
- Service specific Terms and Conditions for Sure Access Bearers (e.g. broadband, leased lines or Ethernet Connect),

all of which apply.

Where there is a conflict, these Sure Next Generation Voice Terms and Conditions will take precedence. Sure’s Terms and Conditions are available to view online at www.sure.com/isleofman/terms-and-conditions.

1 Service Overview

Sure’s Next Generation Voice Service consists of a SIP Trunk carried over a Sure Access Bearer and presented to a customer’s Premises as Voice over IP (VoIP) (SIP^{NG}) or ISDN (ISDN^{NG}) with associated equipment and includes the facility to make and receive calls.

2 Information and Permissions

2.1 You confirm that in respect of the Service:

2.1.1 We may install and keep the Service and Sure Equipment and/or the Customer Premises Equipment at the Premises and have reasonable access to it;

2.1.2 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of the Service until its removal;

2.1.3 You shall give us no less than seven working days’ notice of any change of billing address, contact address or contact number; and

2.1.4 We may assign your Service with a telephone number(s), as well as associated Service features, in order for you to access the Service but at no time will ownership of the number(s) or features be transferred to you.

2.1.5 You shall provide us with any information required to set up the Service without undue delay.

2.2 If you take out a new Service, you can request that we put your name, address and Service Number in the alphabetical section of the Telephone Directory. You agree that we will also provide the information to the relevant third parties for inclusion in directory enquiry services and also in printed form in other directories.

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- 2.3 If you move your Service to us from another provider, we will not make any changes to your name, address and Service Number in the alphabetical section of the Telephone Directory unless you ask us to do so. Where you ask us to make any changes to the Telephone Directory on your behalf, we shall be entitled to charge you a reasonable fee.
- 2.4 You may be required to pay an additional charge for any additional or special entries that we agree to provide in the alphabetical section of the Telephone Directory on your behalf for which you will be billed directly by us.

3 Access to Premises

- 3.1 You shall let us enter your Premises for the purpose of installing, maintaining or removing the 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.
- 3.2 Should you fail to be available to grant us access to your property to fulfil a confirmed installation appointment without notifying us in writing no less than 24 hours prior to the agreed appointment date and time, we may charge you abortive site visit fees.
- 3.3 Where Emergency Maintenance is required to be carried out by us at your Premises, you acknowledge and accept that we 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 we shall use reasonable endeavours to comply with any reasonable security or other procedures which you require to be complied with at your Premises.
- 3.4 For Planned Maintenance to be carried out by us at your Premises, we shall provide you with no less than two working days' notice.
- 3.5 For Unplanned Maintenance to be carried out by us, we shall endeavour to give you 12 hours' notice.

4 Accommodation, Power and Lightning Protection

- 4.1 In order to provide the Service, Sure Equipment and/or Customer Premises Equipment may need to be placed in your Premises. You must provide a suitable location and environment for the Sure Equipment and/or Customer Premises Equipment. You must prepare your Premises before the Service is provided according to any instructions that you may be given. We will take reasonable care when carrying out work on your Premises, but you will be responsible for any necessary re-decoration and for putting items back once the work has been completed.
- 4.2 You must supply, at your own expense, a suitable mains electricity supply and connection points, where we need them, if they are required for Sure Equipment.

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4.3 You must provide, at your own expense, suitable lightning protection equipment for use with any Customer Premises Equipment associated with the Service.

5 Sure Equipment

5.1 You are responsible for any Sure Equipment that we 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 Sure Equipment is lost, destroyed or damaged, apart from fair wear and tear, you will be charged for its repair or replacement.

5.2 Sure Equipment shall remain the property of us and shall solely and exclusively be maintained by us.

6 Customer Premises Equipment

6.1 You must only connect Customer Premises Equipment to our Service at the designated Network Termination Point, or additional termination points as defined by us on our Customer Premises Equipment.

6.2 Your Customer Premises Equipment must only be used with our 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.

7 Provision of Service

Service	Action	Target lead time
SIP ^{NG}	Install	6 weeks *access method may cause variations to installation time.
ISDN 2 ^{NG}	Install	4 weeks *access method may cause variations to installation time.
ISDN 30 ^{NG} (incl. multiline PBX Services)	Install	4 weeks *access method may cause variations to installation time.

*Variations can occur due to access method installation. If wayleave is required or fibre needs to be installed on the premises, delays may occur. If fixed number portability is required, the porting process could impact the delivery timescales. Standard delivery timescales are for guidance only and cannot be guaranteed.

7.1 We will provide you with the requested Service on the terms and conditions as stated.

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

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- 7.3 Requests made to us relating to the provision of the Service that are made in writing must be sent to:
- 7.3.1 Sure (Isle of Man) Limited, Fourth Floor, Atlantic House, 4-8 Circular Road, Douglas, Isle of Man, IM1 1AG; or
- 7.3.2 by email to iombusiness@sure.com.
- 7.4 If you require any work for the provision of your Service to be undertaken outside of the Normal Working Hours, then a charge will be made based on the applicable hourly rate. Please contact Your Sure account manager for our current Price List.
- 7.5 Where the installation and provision of the Service is delayed by you, 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 the Service delivery. Any non-availability of the Service due to your delay shall be excluded from the measurement of Service delivery or Fault repair times.
- 7.6 We will provide the Service to the NTE, which is normally placed up to three (3) metres inside your Premises. Where you request a different location in your Premises, we 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, structured cabling and other Customer Premises Equipment, are not covered by the provision of the Service and will be your responsibility. The provision of such Equipment and internal wiring may be covered by separate terms and conditions documents and, where relevant, these alternative terms and conditions will apply.
- 7.7 If you wish to transfer your existing number to us, You will need to provide us with the necessary authorisation so that we can undertake this process on your behalf. This process is known as Fixed Number Portability (FNP).
- 7.8 All Services allow access to the Isle of Man emergency services and caller location information. Such access may be subject to the availability of a power supply to the line and alternative arrangements are your responsibility in the event of a power failure.

8 Your Use of the Service

- 8.1 You shall:
- 8.1.1 ensure that your equipment is only connected to the Services via the NTE;
- 8.1.2 allow us full and convenient access to the Sure Equipment and/or Customer Premises Equipment or NTE as appropriate, as well as the associated wiring at all reasonable times in order to rectify any Fault with the Service that you report to us;

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8.1.3 use all Sure Equipment and/or Customer Premises Equipment connected with the Services in accordance with the manufacturer's recommendations; and

8.1.4 be responsible and liable for all damage or loss caused to us 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.

8.2 You shall not:

8.2.1 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 the Isle of Man;

8.2.2 use the Service in connection with the carrying out of a fraud or any other criminal or illegal activity;

8.2.3 tamper with, move, modify, or interfere with the Sure Equipment and/or Customer Premises Equipment or NTE as appropriate or any associated wiring without our written consent; or

8.2.4 use the Service for purposes which involve sending, transmitting, publishing, displaying, advertising or making 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.

9 Charges and Payment

9.1 You must pay us for your Service by Direct Debit. If you do not currently pay for any Sure Services by Direct Debit, you will be required to complete a Direct Debit mandate when you sign up for the Service.

9.2 Rental of the Service will start on the Service Delivery Date, unless:

9.2.1 we notify you of a later date for the start of the Service when Rental will be chargeable from; or

9.2.2 you use the Service before the Service Delivery Date, in which case Rental will be chargeable from the date you first use the Service.

9.3 Rental is normally payable in advance, but we may bill you in arrears. You must pay Rental in accordance with our billing cycle. We will apportion Rental on a daily basis for incomplete billing periods.

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- 9.4 Should you wish to take an Enhanced Service, an additional fee will apply. Please contact your Sure Account Manager for details. Prices for Services are published on Sure’s website at www.sure.com.
- 9.5 Call charges will be calculated, except where we otherwise determine, using the details provided by us, based on our published tariffs, where available at www.sure.com.
- 9.6 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.
- 9.7 Chargeable calls will be charged on a per minute basis from the start of the call and may include a call set-up fee.
- 9.8 Any chargeable events where the details of which are not available 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.
- 9.9 Unless otherwise stated, all prices displayed are exclusive of VAT.

10 Faults and Service Care Levels

10.1

Fault Support	You may report faults to us via our Service Operations Centre via email at serviceoperations@sure.com or by phone on 01534 752310.08:00 – 17:00 Monday to Friday excluding Public/Bank Holidays. If you are an Enhanced Support customer, for weekend and out of hours cover, please contact our Service Operations Centre via email at serviceoperations@sure.com or by phone on 01534 752310. This operates on a 24 hours, 7 days a week, 365 days a year basis, and includes out of hours engineering attendance.
Fault Resolution	By 17:00 next business day. For Enhanced Support, fault will be cleared in 6 hours.
Disaster Recovery Plans	08:00 – 17:00 Monday to Friday excluding Public/Bank Holidays – implementation timescale 1 hour. Out of Ours – implementation timescale 4 hours.

10.2 Where a resolution cannot be made at the time of reporting, then we will ask you to provide us with contact details to enable progress on Fault resolution to be made. We will:

10.2.1 provide advice by telephone;

10.2.2 carry out tests and diagnostics on the Service;

10.2.3 arrange for a technician to visit your Premises or work at another location on our Telecommunications Network if required;

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10.2.4 work to resolve the Fault within the agreed time period as stated in paragraph 10.1.

- 10.3 Faults on your equipment which we are responsible for maintaining, will be corrected by repair or, at our option, by replacement in whole or in part; expended consumable items will be replaced and a charge will be made for the new items.
- 10.4 Where you request us to carry out work to remedy a Fault on equipment which we are responsible for maintaining, but no such Fault is found to exist, you will be charged for the visit.
- 10.5 If our staff are available, we may, at your request, continue to work on the Fault beyond our standard Fault Cover times, without a break. We will make additional charges for the extra out of hours engineering work, in accordance with our Price List.
- 10.6 We have the right to charge you for any Faults attended to (at your request) outside of the Fault Cover times at the applicable Sure rates defined in our Price List.
- 10.7 Our Price List provides further information regarding the relevant charges for attending to chargeable Faults. Please contact your Sure account manager for our current Price List.
- 10.8 We are not liable to you in respect of any quality or availability issues with any part of this Service where call routing utilises IP. Call quality and availability can be subject to factors outside of our control e.g. bandwidth contention or quality of service (QoS).

11 Service Care Level Guarantee

- 11.1 We aim to provide a continuous, high-quality Service and will make every reasonable effort to meet contracted Service Care Levels.
- 11.2 Where we fail to meet a contracted Service Care Level, you may be entitled, at our discretion, to claim for a Service Credit.
- 11.3 The value of the Service Credit is calculated by the VAT exclusive monthly Service Rental for the affected line, circuit or equipment, multiplied by 12 and divided by 365 to arrive at the Daily Rate. The Daily Rate will be multiplied by the number of days that you are entitled to claim for.
- 11.4 Service Credit will only be based on the product(s) affected by a Fault. Any Service Credit will be applied as a rebate to your Sure account.

12 Service Credit Review

- 12.1 You should request each Service Credit in writing to us within thirty (30) days of the Fault, providing details of the line, circuit and/or equipment affected. We shall investigate your

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request and confirm in writing acceptance, or otherwise, of the Service Credit within thirty (30) days. The value of any accepted Service Credits shall be applied to your Sure account.

12.2 You shall not be entitled to a Service Credit if any of the following has occurred or is deemed by us to have occurred:

12.2.1 The Fault or failure to meet a specific Service Care Level was caused by the actions or omissions of you, your employees, agents or representatives;

12.2.2 We temporarily suspended the delivery of any Service because we reasonably believed it was necessary to do so for reasons of health and safety or the quality of any Telecommunications Services provided by us to you or other Sure customers;

12.2.3 Planned outages or scheduled maintenance; or

12.2.4 Events outside of our control such as, but not limited to, cables damaged by lightning, water ingress or third parties.

13 Disaster Recovery Plans

13.1 A preconfigured diversion of numbers that enables inbound calls to be diverted to a secondary service to enable completion of calls in a disaster situation. This service may consist of multiple SIP access bearers and equipment, or just call diverts to secondary fixed or mobile numbers.

13.2 The Disaster Recovery plan service is available to the customer on a 24*7*365 basis.

13.3 On invocation, the predefined voice diverts can be activated by an authorised invoker.

13.4 The process to invoke and deactivate the Disaster Recovery Plan must be followed and will be provided to the customer when a Disaster Recovery plan is defined.

13.5 It is the customers responsibility to ensure that their Disaster Recovery Plan is up to date.

14 Variation and Changes to Service

14.1 We shall be entitled to change the specification and pricing of the Service, and these Sure (Isle of Man) Next Generation Voice Terms and Conditions.

14.2 We shall be entitled to change these terms and conditions where Sure 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, in which case paragraph 16.2.2 of these Sure (Isle of Man) Next Generation Voice Terms and Conditions will not apply.

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15 **Suspension**

We may suspend the Service in accordance with our General Terms and Conditions.

16 **Term and Termination**

16.1 The Initial Term applicable to the Service is either 12 or 36 months.

16.2 You may terminate this Agreement at any time after the Initial Term has expired by giving written notice to us of at least thirty (30) days. If you terminate this Agreement during the Initial Term, you shall be liable for any outstanding charges at the prevailing rate, including the remaining monthly Rental charges up to the expiry of the Initial Term. Outstanding Rental charges shall not be payable if:

16.2.1 the Service is replaced with another Service from us that we deem to be comparable; or

16.2.2 we materially change the Rental charge or terms and conditions of this Agreement to your detriment, unless such change is made in accordance with paragraph 14.2 of these Sure (Isle of Man) Next Generation Voice Terms and Conditions.

17 **Definition and Interpretation**

Any capitalised term not defined in these Sure SIP IOM Terms and Conditions shall have the meaning given to it in the General Terms and Conditions.

“Call Service Options” means the Call Service options made available by Sure and as may be amended from time to time.

“Channel” means a voice channel (each capable of carrying a call) on the SIP trunk Service.

“Daily Rate” means the monetary figure calculated from line, circuit or equipment Rental which is eligible for a Service Credit.

“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 for you to access yourself.

“Disaster Recovery Plan” means a number diversion service which is invoked according to the individual plan description when invoked by the customer.

“Enhanced Service” means a superior level of fault repair provided by us, usually chargeable, as part of a Service subscribed to by you.

“Fixed Number Portability” means the process of porting fixed numbers from one telecommunications operator to another.

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“ISDN^{NG}” means the next generation voice service delivered over a SIP Trunk and presented via a media convertor as either basic rate interface (BRI) or primary rate interface (PRI) to your Customer Premises Equipment and is used to make and receive calls over a number of Channels.

“Network Terminating Equipment” or **“NTE”** means the indoor unit at the relevant Premises supplied, installed, maintained and owned by us at which a given Service is presented for use. This may include Ribbon Session Border Controllers (SBCs)/media convertors.

“NG” means the generic name covering a range of next generation Telephony Services.

“Service” means the provision of either a full SIP Trunk Service (SIP^{NG}) or a SIP Trunk Service, presented as ISDN BRI/PRI (ISDN^{NG}), from the Sure Telecommunications Network to your premises in accordance with these Sure Next Generation Voice Terms and Conditions. Both options include the facility to make and receive voice calls.

“Service Care Level” means the level of fault repair provided by us as part of a product or Service subscribed to by you as set out in paragraph 11.

“Service Credit” means an amount we will credit the customer for each whole or part day we are late in repairing a Fault according to the Service Care Level for any given line, circuit or equipment.

“SIP^{NG}” means the next generation voice Service delivered over a SIP Trunk and presented as VoIP to your Customer Premises Equipment and is used to make and receive calls over a number of Channels.

“SIP Trunk” means the virtual connectivity required to provide VoIP Services using SIP technology.

“Sure Access Bearer” means our physical access method that SIP^{NG} and ISDN^{NG} are delivered over to your premises.

“Telephone Directory” means a telephone directory published by a third party from time to time.

“VoIP” or **“Voice over Internet Protocol”** means the methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol (IP) networks, such as the Internet.

“we”, “us”, “our” or **“Sure”** means Sure (Isle of Man) Limited as per our General Terms and Conditions.