

Sure (Isle of Man) Limited

Home Phone Service Terms and Conditions

The Sure Home Phone Service (the “Service”) enables Isle of Man business and residential customers to make Calls from their existing telephone line via Sure (Isle of Man) Limited (“Sure”) as the call operator.

SECTION 1 – Service Specific Terms and Conditions

These Sure Service Specific Terms and Conditions should be read in conjunction with the Sure General Terms and Conditions, the terms of which are incorporated into this agreement. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions.

1. Definition and Interpretation

All words, phrases and terms used in these Service Specific Terms and Conditions shall have the meanings given to them in the Sure General Terms and Conditions except where they are re-defined in these Service Specific Terms and Conditions or where their meanings must necessarily, and subject to Your and Our mutual consent, be varied by the context in which they arise in these Services Specific Terms and Conditions. In addition, in these Specific Terms and Conditions:

“**Call**” means the set up, holding and ending of a transmission path through the telecommunications system of Sure and the conveyance by Sure of a Message over such transmission path.

“**Digital Product**” means the Sure product that is suitable for Digital Services.

“**Digital Service**” means a digital telephony service such as ISDN30.

“**Phone**” means the name of the service by which Sure provide You with Our fixed line telephony solution.

“**Price List**” means the list of Call charge rates that apply to this Service published on Our website at www.sure.com as varied from time to time.

“**Sure**” means the trading name used by Sure.

“**Telephone Exchange**” means Our fixed network switch and all associated Telecommunications Apparatus used by Us to provide You with the Service.

2. Use of the Service

2.1 We will make the Service available to You as long as You have a working exchange line provided by a licensed telecommunications operator in the Isle of Man. If the exchange line ceases to work for any reason including, but not limited to a fault in the Telecommunications Network of the licensed telecommunications operator or termination for non-payment of a bill, We will be unable to provide the Service to You.

2.2 In order for Us to provide You with the Service You must have at least one analogue or digital exchange line provided by Manx Telecom. If either your exchange line(s), or the interconnect link between Us and Manx Telecom is suspended or terminated for any reason We will not be able to provide You with the Service.

2.2 You can use the Service provided We have received a completed Application Form from You for the Service and you have been provided with a confirmation letter advising you your calls have been migrated from your existing provider.

3. Term of Service

3.1 There is an Initial Term of 30 days, but no ongoing monthly contract term for the Sure Home Phone product.

3.2 A monthly term may be introduced at a later time but will require customer consent.

4. Charges

4.1 Calls are charged per minute and in one minute increments unless otherwise advised in Our Price List.

4.2 A per call set-up fee may apply – please see price list for current rates.

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4.3 FREE calls are limited to the first 60 minutes of the call and will be charged at the advertised standard per minute rate thereafter.

4.4 Call destinations that are available on the Service will be as detailed, together with the applicable Call charge rates, on the Price List.

4.5 Both the Call destinations that are available and the Call charge rates may be amended from time to time. When amendments are made the date at which pricing was derived will be that published in Our Price List. (Clause 4.4 above).

4.6 A rental charge may be introduced to the Service – the pricing where applicable will be published in Our Price List.

4.7 A connection charge may be introduced at a later time but will not affect existing customers.

5. Payment

5.1 Call charges will be calculated, except where We otherwise determine, using the details recorded at Our Telephone Exchange or provided to Us by Other Licensed Operators.

5.2 The Call duration shall be the duration from the establishment of the means of communication to the termination of the transmission.

5.3 Calls made using the Service will be billed monthly in arrears.

5.4 Payment must be by direct debit unless otherwise agreed in advance by Sure. Where payment is by direct debit it will be taken on or after the date shown on the bill.

6. Termination

Notwithstanding the other rights to terminate this Agreement under clause 15 (Termination) of the Sure General Terms and Conditions, We may terminate the Service if We detect an unusual Call pattern or suspect that the Service is being used in breach of clause 3 (Use of Service) of the Sure General Terms and Conditions.

SECTION 2 – Service Schedule

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

Standard Service

The maximum time for provision of service is 10 Normal Working Days or as agreed with the customer if outside that period. (subject to any third party provisioning times)

Sure will provide You with the Phone Service on the terms and conditions as stated. Sure plan to deliver a working service by the time as agreed with You or within the maximum time for provision as stated above.

Requests made to Us relating to the provision of the Phone Service must be made in writing to: Sure (Isle of Man) Limited, Fourth Floor, Atlantic House, 4-8 Circular Road, Douglas, Isle of Man, IM1 1AG or by email to talk@sure.com.

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 at the rate that is applicable at the time that the work is carried out.

Fault Support (Telephony Service)

Fault Support (24 x 7) - Via Our Contact Centre on 07624 247247

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Fault Cover - Normal Working Hours 0800 – 1700 hours Monday to Friday, excluding Public/Bank Holidays.

Fault Response Clear - Within 8 hours of receipt of Fault report – in Normal Working Hours only. Resumption of service by the end of the next Normal Working Day.

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 clearance to be made.

We will also:

- Provide advice by telephone
- Carry out tests and diagnostics on the Phone Service
- Work to resolve the Fault within the agreed time period as stated in this schedule

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 Our rates that are applicable at the time that the work is carried out. These rates can be advised when You report a Fault, or at any time by dialling 07624 247247.