



# Sure (Isle of Man) Limited

## General Terms and Conditions

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These are the General Terms and Conditions which apply to all Sure customers to whom we supply products and services. Service Specific Terms and Conditions may also apply depending on the product or service ordered from us.

These General Terms and Conditions supersede and replace all previous versions.

At the back of this document, we have set out the explanations of any capitalised phrases used within these General Terms and Conditions.

**NOTE: We will annually review the price that you pay for your Service(s) and will increase it by an amount up to the annual rate of inflation (Retail Price Index or "RPI"). This price increase will take effect on or after 1<sup>st</sup> July each year. We'll tell you before we put any of your prices up. Further information about future price increases can be found in Section 9.**

### 1. WHO WE ARE

- 1.1 When we say "we", "us" or "our" in this document, we mean Sure (Isle of Man) Limited, a telecommunications company based in the Isle of Man, with registered number 004621V, whose registered office is located at Fourth Floor, Atlantic House, 4-8 Circular Road, Douglas, IM1 1AG.
- 1.2 When we say "you" or "your" in this document, we are referring to you, a customer of Sure (Isle of Man) Limited.
- 1.3 Words in the singular shall include the plural and vice versa.

### 2. YOUR AGREEMENT WITH US

Where we refer to the "Agreement", we mean these General Terms and Conditions, any relevant Service Specific Terms and Conditions, your Order, the Price List, any Service Level Agreement, the Acceptable Use Policy and where relevant, the Fair Usage Policy. The Agreement constitutes a legally binding agreement between you and us. Additional terms may apply to promotional or special offers.

### 3. ORDER OF AND PROVISION OF SERVICE

- 3.1 You may order Service(s) and Purchased Equipment by submitting an order through our online ordering system, by email, by telephone, in person at one of our stores or by other means which we may agree to from time to time. Orders will be binding on you from the Contractual Date.
- 3.2 When you order a Service, you may be required to provide us with photographic I.D., proof of address and bank account details. You must also provide us with any additional information that we may reasonably request during the term of the Agreement.
- 3.3 We reserve the right to use credit reference agencies to carry out credit checks on you in order to verify your identity and to assess our risk. We may refuse to provide the Service(s) to you at any time if the result of a credit check is not satisfactory and/or you do not provide us with the information requested in paragraph 3.2.
- 3.4 We reserve the right to refuse to accept your application in circumstances where you have previously defaulted on a Sure contract. In addition, we are under no obligation to provide new Service(s) to you if you have an existing debt with us and/or we have initiated legal action against you to recover any debt.
- 3.5 We may accept instructions from a third party who you authorise to act on your behalf in respect of your account and we are authorised to treat any instructions as valid and binding. In order to accept instructions from a third party, we require confirmation from you in writing that we are permitted to discuss the account with a third party. You must also confirm the extent of the information we are permitted to discuss with



## Sure (Isle of Man) Limited General Terms and Conditions

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the third party. The third party will be asked to confirm a secure password before they can give us any instructions in relation to the account. We shall have no liability to you if the third party is unauthorised.

- 3.6 For operational reasons, we may change the technical specification of a Service, provided that any change does not materially adversely affect the performance of a Service.
- 3.7 Each Joint Customer will be jointly and severally liable for all fees and charges incurred or charged in connection with the joint account.
- 3.8 Where a Joint Customer gives us an instruction (in writing or otherwise) in respect of a joint account, we are authorised to treat the instruction as being a valid and binding instruction from and on behalf of all Joint Customers named on that account.
- 3.9 Where we receive conflicting instructions at the same time from two or more Joint Customers, we reserve the right to disregard all such conflicting instructions by notice in writing to the Joint Customers. In the event that conflicting instructions from the Joint Customers continue to be received by us, we reserve the right to terminate our relationship with the Joint Customers immediately upon notice in writing to the last registered address on the account.

#### **4. WHEN YOUR AGREEMENT BEGINS AND COMES TO AN END**

- 4.1 The Agreement shall commence on the Contractual Date and shall continue until the relevant Service(s) are terminated in accordance with this Agreement.
- 4.2 The Service(s) shall be provided from the Service Delivery Date. In the unlikely event that a delay in the delivery of your Service(s) should occur, we shall notify you as soon as possible.
- 4.3 The Service(s) provided under this Agreement shall have a minimum period as specified in an Order and starting from the Service Delivery Date (the "**Initial Term**") and after the Initial Term will automatically continue until terminated for any reason provided in this Agreement.
- 4.4 If you terminate the Service(s) during the Initial Term, then you will be liable to pay charges which are explained in paragraph 30 below.
- 4.5 A new Initial Term shall apply in respect of each new Service added or any changes made to the Service(s) at your request.

#### **5. CANCELLATION OF ORDERS AND RETURN OF EQUIPMENT**

##### **5.1 Customer's right to cancel before the Service Delivery Date**

- 5.1.1 You may cancel your Order prior to the Service Delivery Date; however, we may charge you for any abortive work undertaken and/or any costs incurred to set up your Service(s) including any charges from any third-party suppliers.

##### **5.2 Customer's right to return handsets**

- 5.2.1 If you are a Consumer Customer, you may return any handset to us, up to seven (7) Working Days from the Contractual Date.
- 5.2.2 Any returned handset must be in the same condition you received it in and must include the original packaging, documentation and proof of purchase. If the handset is not returned to us in the same boxed condition, then no refund will be accepted.

##### **5.3 Consumer Customer's right to cancel for online or telephone purchases**



## Sure (Isle of Man) Limited General Terms and Conditions

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- 5.3.1 If you are a Consumer Customer and you did not form your contract in person (e.g. in-store) but by telephone or online, you may cancel the Service(s) and/or return any Purchased Equipment, up to seven (7) Working Days from the day after the Contractual Date.
- 5.3.2 Any Purchased Equipment and any other equipment or gifts you receive from us connected to the provision of a Service (including, mobile phones, dongles and routers), must be returned to us within seven (7) Working Days of the cancellation. If you do not return the equipment to us within this time, then you will be charged for the full cost of the equipment. For the avoidance of doubt, this paragraph also applies to any equipment which has been supplied by us at a reduced cost, or free of charge as part of a promotion or sales offer in connection with a Service.
- 5.3.3 Any returned equipment must be in the same condition you received it in and must include the original packaging, documentation and proof of purchase. If the equipment is not returned to us in the same boxed condition, then you shall be charged accordingly.
- 5.3.4 Provided you comply with the conditions in this paragraph 0, you will be refunded the price of the Purchased Equipment and you will not be required to pay any further charges to us during this period, other than any usage charges which you have incurred. You must pay for all usage charges that may take longer to bill, for example roaming charges.
- 5.3.5 The Agreement will terminate once you have paid all outstanding charges and returned any equipment to us. If you cancel any Service(s) and have no outstanding charges or equipment to return, the Agreement in relation to the Service(s) will terminate when you notify us that you would like to cancel the Service(s).

### 5.4 Sure's right to cancel before the Service Delivery Date

- 5.4.1 We may cancel your Order prior to the Service Delivery Date if:
- (a) paragraph 31 applies and circumstances arise beyond our control which prevent us from providing the Service(s); or
  - (b) the result of any credit check we may carry out is not satisfactory and/or we do not receive the information requested in paragraph 3.2.

### 6. WHAT YOU ARE REQUIRED TO DO

- 6.1 In addition to any other obligations set out in this Agreement, during the term of this Agreement you must ensure that you:
- (a) comply with the terms of this Agreement and with our instructions in respect of the Service(s) and/or any equipment;
  - (b) comply with all applicable law;
  - (c) provide to us any requested information/and or co-operation that we may reasonably require in order to provide the Service(s) (and details of any changes to such information);
  - (d) have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply, installation and/or maintenance of the Service(s);
  - (e) advise us if you change any of your contact details, your payment details or if you change your address;
  - (f) report lost or stolen Mobile Phone Equipment to us immediately because until we are notified you are responsible for all charges resulting from the use of the Mobile Phone Equipment;
  - (g) keep any PIN relating to your Service(s) secure and do not share them with any other person; and
  - (h) provide to us, when asked, any information and records relating to the use of the Service(s) or equipment in order to assist us to investigate abuse of our Network.

### 7. STANDARDS OF SERVICE



## Sure (Isle of Man) Limited General Terms and Conditions

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- 7.1 We will make all reasonable efforts to ensure that a Service is always available, but we cannot guarantee that a Service will be Fault free.
- 7.2 The quality and coverage of a Service may vary from place to place, and from time to time, due to circumstances or conditions outside of our control; including, but not limited to, physical obstructions, atmospheric and/or topographical conditions, radio interference and faults in other networks not owned by us, but to which the Network is connected.
- 7.3 A Service may also be affected during upgrades and maintenance.
- 7.4 We will not be liable if a Service is affected by reasons beyond our control.

### **8. USE OF THE SERVICE(S) BY YOU**

- 8.1 We may from time to time give you instructions about the use of the Service(s):
  - (a) that we believe are in the interests of health, safety or quality of service to you or other customers; or
  - (b) that we have received from a governmental body, regulator, law enforcement agency or any other competent authority, and you will comply with all such instructions.
- 8.2 You shall not use the Service(s) or permit any other person to use the Service(s):
  - (a) for any communication that is grossly offensive or of an indecent, defamatory, obscene or menacing character;
  - (b) in order to act in an abusive, harassing or threatening manner to any member of our staff or representative(s) or make unreasonable demands on us including time or abuse of process;
  - (c) to download, process or transmit any illegal material;
  - (d) for causing annoyance, inconvenience or needless anxiety to another by sending messages that are known to be false or of a persistent nature (including the sending of automated unsolicited communication);
  - (e) in breach of instructions we have given you under paragraph 8.1;
  - (f) in a manner that violates our Acceptable Use Policy;
  - (g) for re-sale to any third party or for any commercial exploitation without our prior written permission;
  - (h) in a manner that breaches the rights of any third party (including breach of confidentiality, privacy, proprietary, intellectual property rights, copyright or trademarks);
  - (i) in breach of any other policies referred to under this Agreement; or
  - (j) in a manner that is or could entail the commission of an offence that is a breach of any relevant law or regulation including the Telecommunications Act 1984.
- 8.3 If our Fair Usage Policy applies to a Service(s) that you take from us and you use a Service in a way that violates our Fair Usage Policy, we may restrict your use of that Service by any means permitted under that policy. Such action may include, but is not limited to, restricting the amount of capacity made available to you for the use of a Service and/or suspension or termination of a Service.
- 8.4 You are responsible for ensuring that anyone using the Service(s) complies with the terms of this Agreement. Any breach by such persons will be deemed to be a breach by you of this Agreement.
- 8.5 We may suspend or terminate provision of a Service to you (see paragraphs 29 and 30), if you fail to prevent a Service being used in a way that is prohibited under this Agreement.

### **9. CHARGES**

- 9.1 You will be charged for a Service from the Service Delivery Date unless:
  - (a) we notify you of an earlier or later date for the start of a Service from when charges will be payable; or



## Sure (Isle of Man) Limited General Terms and Conditions

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- (b) where applicable, you use a Service prior to the Service Delivery Date, in which case your payments will be due from the date you first use the Service.
- 9.2 Where you are provided with a Quotation, the price for the Service(s) will be as quoted by us (subject to any additional charges outlined in paragraph 9.11).
- 9.3 Where no Quotation is provided, or the Quotation has expired, you will be charged for the Service(s) at the applicable rates specified in your Order or at the prevailing rates in the Price List which is published at [www.sure.com](http://www.sure.com) or available upon request and such charges will be detailed on your bill.
- 9.4 If you ask us to provide any part of a Service outside Normal Working Hours, then you will be charged at our applicable hourly rate published at [www.sure.com](http://www.sure.com).
- 9.5 We reserve the right to vary any of the charges that apply to the provision of the Service(s). If we do vary your charges, it will always be in accordance with the conditions of our Telecommunications Licence and subject to the terms of this Agreement.
- 9.6 Subject to paragraph 9.7, if we vary any of your charges in a way that is not facilitated for in the terms of this Agreement, and where these changes result in you suffering material detriment, then we will:
- 9.6.1 Tell you at least 30 days before the change comes into effect, unless we cannot reasonably do that (for example, due to a change required for legal or regulatory reasons); and
- 9.6.2 Give you an opportunity to give us 30 days' notice to end this Agreement, and/or, if applicable, any additional Service(s) without having to pay any extra charges or fees for leaving early. You will need to let us know that you want to leave within 30 days of the date of the notice set out in paragraph 9.6.1.
- 9.7 **We will annually review the price that you pay for your Service(s) and will increase it by an amount up to the RPI rate published by the Isle of Man Government in March of that year. This price increase will take effect on or after 1<sup>st</sup> July each year. Note, any change to charges made to your Service(s) under this paragraph will not give you the right to cancel this Agreement and any Service(s) provided under it, without paying a fee for leaving early.**
- 9.8 If the RPI figure is negative in the relevant year, then we will not make any change to the price of your Service(s). Where you purchase more than one Service from us, each Service will be subject to an annual RPI price rise, with the amount of that price rise calculated separately for each Service.
- 9.9 We shall tell you before we make any RPI price changes in accordance with paragraph 9.7.
- 9.10 All published charges are exclusive of all local taxes, levies or duties where applicable, unless otherwise stated. See paragraph 10 for application of VAT.
- 9.11 You may be liable for additional charges to those quoted in the Order or in the Price List in certain circumstances, which will be calculated by reference to the cost of materials and to our applicable hourly rate for time expended in the case where either at your request or where deemed necessary, we carry out work which is not covered by your original Quotation, including but not limited to the following circumstances:
- (a) you fail to advise us, before arrival on site, of changes to any installation and work has to be postponed or abandoned;
  - (b) performance of our obligations is made more difficult or costly by breach of your obligations under this Agreement;
  - (c) we work at your request outside of Normal Working Hours, unless such work is covered by your original Quotation;
  - (d) we correct any Fault caused by You (or any person other than us, our employees or representative(s));
  - (e) we replace Consumable Parts; or



## Sure (Isle of Man) Limited General Terms and Conditions

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(f) you ask us to carry out work on Purchased Equipment that is not covered by a Sure Maintenance Agreement.

9.12 Any applicable delivery charges which are payable by you will be detailed on your bill.

9.13 If you choose to receive your bills online, then we make no charge for this facility. If, however, you choose to receive your bills by post then a monthly paper bill charge will be applied.

9.14 Where reconnection of a Service is required, we reserve the right to apply a reactivation charge. Details of these charges can be found at [www.sure.com](http://www.sure.com).

9.15 You shall be responsible for paying any charges that you or any other person or entity accessing your Service(s) may incur. This includes all charges resulting from unauthorised or fraudulent use.

### 10. VALUE ADDED TAX

10.1 You are liable to pay us in relation to all VAT requirements and other applicable taxes and duties.

#### 10.2 **Business Customers:**

10.2.1 Published prices:

(a) All prices displayed at <https://business.sure.com/> or in any business customer specific marketing material, Order Form, contract, etc. are shown exclusive of VAT, unless explicitly stated.

10.2.2 Charges:

(a) Business Mobile Plans (as set out at <https://business.sure.com/>) - Tariffs are designed for Business Customers only. At the time of taking out an initial contract with Sure for Service(s), Business Customers will need to supply proof of business operations. VAT is levied on Business vatable telecoms related charges.

(b) Pay Monthly Mobile Services - tariffs are designed for Consumer Customers, so VAT is levied on retail Vatable telecoms related charges.

(c) Pay As You Go (PAYG) Services - tariffs are designed for Consumer Customers, so VAT is levied on retail Vatable telecoms related charges. No VAT receipts can be provided in relation to usage.

(d) Other Services – VAT is levied on telecoms Services in all instances where VAT is applicable.

#### 10.3 **Consumer Customers:**

10.3.1 Published prices:

(a) All prices displayed on [www.sure.com](http://www.sure.com) or in any Consumer Customer specific marketing material are shown inclusive of VAT.

10.3.2 Charges:

(a) All Services - VAT is levied on telecoms Services in all instances where VAT is applicable.

### 11. PAYMENT AND WHAT HAPPENS IF YOU DO NOT PAY US

11.1 Our preferred method of payment is by Direct Debit. If you choose not to pay using our free Direct Debit option then you can choose one of our other payment methods which are detailed in the “Ways to Pay” section of our website [www.sure.com](http://www.sure.com) or in our Consumer Code of Practice.



## Sure (Isle of Man) Limited General Terms and Conditions

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11.2 If you have chosen to receive your bills online:

11.2.1 We will send you a notification to the email address you provide to us, that your bill is ready to view online and due to be paid.

11.2.2 You must ensure we have your correct email address and that your email account is correctly configured to receive our email notifications. If you do not pay your online bill because you have failed to provide the correct email address, or our emails are blocked due to your account settings or any other reason, then we may take various further actions for late payment as set out in paragraph 11.5 below.

11.3 You shall pay your bill by the Due Date, unless validly disputed in accordance with paragraph 11.4 below.

11.4 You are responsible for checking the details and accuracy of your bill. If you reasonably and in good faith dispute a bill or part of it, you shall notify us of such dispute before the Due Date, providing details of why the invoiced amount is incorrect and how much you consider is due.

11.5 You are required to pay any undisputed portion of your bill by the Due Date. If you do not pay the undisputed outstanding charges by the Due Date, then the following process will apply:

- (a) We will send you a reminder that payment must be made within seven (7) days of the date of the reminder and a late payment fee may be applied.
- (b) If we do not receive payment within that seven (7) day period, we may suspend your Service(s) and will not reactivate your Service(s) until we have received full payment of the outstanding amount. Please note that you remain liable to pay Rental Charges during any period of suspension.
- (c) Once payment of the outstanding amount is received, we are entitled to charge a fee for the reactivation of the Service(s) which has been suspended.
- (d) If we still have not received full payment of the outstanding amount within a further seven (7) days, you will receive a final demand for payment stating it must be made within seven (7) days of the date of the letter.
- (e) If after this final seven (7) day period payment has still not been received, we are entitled to (without losing or reducing any other rights or remedy) terminate this Agreement and the Service(s) provided under it by immediate notice. We will send you a final bill which will state all applicable charges.
- (f) Should your final bill not be paid, we may initiate legal action to recover any outstanding amount.

11.6 We reserve the right to charge a late payment fee at the rates specified at [www.sure.com](http://www.sure.com). In addition, we may also charge interest on any balances which remain unpaid from the Due Date until payment is made in full both before and after any judgment at the rate of four per cent (4%) above the Bank of England base rate.

11.7 We may pass the outstanding amount (including any late payment fee) to a debt collection agency to collect the debt on our behalf and we reserve the right to pass on all collection costs.

11.8 Non-payment of an undisputed bill may affect your ability to obtain credit from us in the future.

11.9 Unless indicated otherwise in the Service Specific Terms and Conditions, where you take a Service from us that incurs a Rental Charge, Rental Charges are normally payable in advance. Other charges (including call charges) will be billed in arrears. Except for temporary Service(s), the Customer must pay Rental Charges in accordance with our billing cycle. We will apportion Rental Charges on a daily basis for any incomplete billing periods.

11.10 All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law. You shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.



## Sure (Isle of Man) Limited General Terms and Conditions

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### 12. DEPOSITS AND PAYMENTS IN ADVANCE

12.1 We may from time to time require advance payment or payment of a deposit from you.

12.2 If advance payment or a deposit is required, we shall notify you of the amount and you shall be required to pay us immediately. We will keep your deposit for a twelve (12) month period after which time the deposit will be refunded to your Sure account (to be applied against future bills), provided you have paid your monthly bill in full on or before the Due Date for the consecutive twelve (12) month period. If you have not paid your monthly bill as described, then we may keep the deposit until you have met the above payment criteria.

12.3 If you refuse to pay a deposit or make payment in advance when requested to do so then new contracts, renewals or additional products/services may be refused.

12.4 Once you have met the payment criteria outlined in Clause 12.2 or the Agreement is terminated and you have discharged all your liabilities to us, we shall refund the deposit at your request.

### 13. ENGINEER VISITS AND ACCESS TO PREMISES

13.1 Provision of the Service(s) may require one of our engineers to visit your Premises to install the necessary equipment. If an engineer visit is required, you will be notified of a date and time for the installation to take place. Access to your Premises must be provided in a timely manner as required by us in order to carry out any works in relation to the Service(s) including installation, maintenance and removal of the Service(s).

13.2 If we need to cancel or rearrange a time for one of our engineers to visit your Premises, we will give you as much notice as possible.

13.3 Where relevant, you shall be responsible for the safety of our employees while they are at your Premises, however, we shall use reasonable endeavours to meet any of your health and safety requirements.

13.4 We will follow your reasonable instructions in relation to access to your Premises, however, we are not responsible for maintaining the security of your Premises.

13.5 You must prepare your Premises before the equipment is installed according to any instructions that we may give you. We will take reasonable care when carrying out work on your Premises including any drilling and affixing of cables, but you will be responsible for any necessary re-decoration and/or rearrangement of items once we have completed the work.

13.6 We reserve the right to charge a fee if you arrange for an engineer to visit your Premises and the engineer cannot gain access to the Premises.

### 14. PROCEDURE FOR FAULT REPAIR

14.1 If you detect a Fault in your Service(s), Customer Premises Equipment or Sure Equipment which we are responsible for maintaining, then you must report it to us by telephoning the number specified on the Order, at [www.sure.com](http://www.sure.com) or as detailed in the Consumer Code of Practice. You must provide us with details of the nature of the Fault, the Service Number and your contact details.

14.2 If you report a Fault with your Service(s), Customer Premises Equipment or Sure Equipment which we are responsible for maintaining, we will use all reasonable endeavours to correct the reported Fault by following the procedure in any applicable Service Level Agreement and/or by undertaking one or more of the following actions:

- (a) we will provide advice to you by telephone including any tests and checks that you should carry out;
- (b) where appropriate, we will carry out diagnostic tests from our premise; and/or





## Sure (Isle of Man) Limited General Terms and Conditions

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(c) we will attend a point in our Network or visit your Premises if the previous actions taken by us have not cleared the Fault and we consider that such a visit is necessary.

14.3. If we undertake work to correct a reported Fault in the Service(s) and subsequently discover that there is no Fault, we reserve the right to charge you for the work at the applicable hourly rate as set out in our Price List.

14.4. If, at your request, we agree to attend a reported Fault in a Service outside Normal Working Hours then you will be charged at the applicable hourly rate set out in the Price List or as detailed in the applicable Service Level Agreement.

14.5. Faults on Customer Premises 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.

14.6. Where you request us to carry out work to remedy a Fault on Customer Premises Equipment, which we are responsible for maintaining, but no such Fault is found to exist, you will be charged for time spent investigating the Fault.

### **15. REQUESTS FOR RELOCATION AND RECONFIGURATION OF A SERVICE**

15.1. If you ask us to relocate or reconfigure any Service(s) then we may either:

(a) agree to your request and you may be liable to pay additional applicable charges set out in the Price List available at [www.sure.com](http://www.sure.com);

(b) refuse your request which shall be at our sole discretion; or

(c) require you to give notice to terminate the Service(s) and apply for a new Service(s).

### **16. SURE EQUIPMENT**

16.1. In order to provide a Service, we may have to place Sure Equipment on your Premises. You must provide a suitable location and environment for the Sure Equipment.

16.2. You agree that we may install and keep the Sure Equipment at the Premises, have reasonable access to it and enable us to replace and/or upgrade the Sure Equipment.

16.3. You agree that we retain ownership of all Sure Equipment and that it may only be used in connection with the Service(s). Title to the Sure Equipment will not transfer to you and remains vested in us unless otherwise agreed between us. In such circumstances, title to the Sure Equipment will pass to you upon full payment of any relevant charges or where the item is gifted (for example, a router), once you take delivery of the item in question.

16.4. The provisions of paragraph 17 shall apply to any Sure Equipment which you purchase, or which is gifted to you.

16.5. In respect of any Sure Equipment that we may place at your Premises, you are responsible for ensuring its safe and proper use. You must not interfere with the Sure Equipment 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 may be charged for its repair or replacement.

16.6. You must not sell, charge, assign, transfer or dispose of the Sure Equipment or any part of it and you must not action or allow any lien, encumbrance or security interest over the Sure Equipment.

16.7. We have the right to recover any Sure Equipment if this Agreement is terminated or a particular Service is ceased at your Premises.



## Sure (Isle of Man) Limited General Terms and Conditions

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### **17. CUSTOMER PREMISES EQUIPMENT**

- 17.1. We shall have no liability for any Customer Equipment used in connection with the Service(s). We will not accept any responsibility for failure to provide a Service if Customer Equipment is not compatible with the Network. It is your responsibility to ensure that the Customer Equipment is compatible with the equipment compliance standards which are available upon request from us.
- 17.2. Customer Premises Equipment must only be used with the Service(s) as directed under relevant law and regulation and in a way that meets all relevant standards and manufacturer's 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.
- 17.3. You will be responsible and liable for any damage caused to Sure Equipment or the equipment of any Other Licensed Operator by your Customer Premises Equipment.
- 17.4. Where relevant, you must only connect Customer Premises Equipment to our Service(s) at our designated Network Terminating Point.
- 17.5. Title to the Purchased Equipment, will pass to you upon full payment of any relevant charges. Risk of loss and damage in the Purchased Equipment will pass to you upon delivery or upon collection by you or an authorised representative(s).
- 17.6. Purchased Equipment is provided for your sole use and you must comply with the relevant manufacturer's instructions and/or guidelines.
- 17.7. Purchased Equipment may be subject to a third-party warranty by the manufacturer or the supplier. We shall pass on to you, the benefit of any such warranties. You acknowledge that any attempt to repair, service or tamper with the Purchased Equipment by a person other than us, an authorised partner or the applicable manufacturer, may invalidate the manufacturer's warranty.
- 17.8. All software is provided subject to the terms and conditions of the licence agreement relating to that software which you must abide by.
- 17.9. Purchased Equipment may be subject to maintenance by us and will be subject to terms specific to the equipment in question and the response level you have purchased. Please contact your Sure account manager for a copy of any relevant terms. All other provisions relating to Customer Premises Equipment are outlined in the Service Specific Terms and Conditions applicable to that Service.

### **18. INTERCONNECTION**

- 18.1. If a Service requires Interconnection with Other Licensed Operators, then we are only responsible and liable for the part of the Service under our direct control.
- 18.2. We may suspend or terminate a Service immediately, without notice, if any other part of a Service not under our direct control is terminated or suspended.
- 18.3. We may negotiate and enter into a contract for a Service with Other Licensed Operators on your behalf as part of the provision of a Service. We shall advise you of any specific or additional terms and conditions of the Other Licensed Operator and you shall be responsible for complying with them.
- 18.4. Where we are the party contracting for Service with the Other Licensed Operator, we will undertake to make payment for such Service directly to such Other Licensed Operators. We will recharge such payments to you either separately or within the charges for the overall Service(s) and may do so in advance at our sole discretion.

### **19. CALL MONITORING AND RECORDING**



## Sure (Isle of Man) Limited General Terms and Conditions

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We may monitor and record calls made to you by us or vice versa. We do this for the protection of both parties, to assist with complaint resolution and to improve our staff training, customer service and for telemarketing or telesales purposes. For further information see our privacy notice, which is available at [www.sure.com](http://www.sure.com).

### **20. POWER AND LIGHTNING PROTECTION**

20.1. Where necessary, in order to provide a Service, you must supply, at your own expense, a suitable mains electricity supply and connection points.

20.2. As set out in paragraph 31, we are not responsible for any damage caused to Customer Premises Equipment as a result of lightning. You are responsible for installing (at your own expense), suitable lightning protection equipment for use with any Customer Premises Equipment associated with a Service.

### **21. PROMOTIONS, BOOSTERS AND GIFTS**

21.1. We may offer gifts, promotions and Boosters from time to time which will be subject to additional terms and conditions, and this Agreement will also apply to any such gifts, promotions and Boosters.

21.2. Gifts are offered at our discretion, while stocks last.

21.3. Gifts are not transferable or refundable and you cannot receive cash, or an alternative item, in place of any gift.

21.4. Gift vouchers are valid for twelve (12) months from the date of purchase and may only be used to purchase hardware and accessories from a Sure store. Gift vouchers may only be redeemed in the island in which they were purchased (i.e., Guernsey, Jersey or the Isle of Man). If the value of your purchase is less than the gift voucher amount then a new gift voucher shall be issued for the remaining balance, but the expiry date shall remain the same as the original gift voucher. We shall have no responsibility if any gift voucher is lost, stolen, damaged or destroyed.

21.5. Unless otherwise stated in the promotional terms and conditions we shall not incur any liability under the Agreement in relation to such offers.

### **22. DIRECTORY SERVICES**

Please see the Sure Telephone Directory Terms and Conditions, which are available at [www.sure.com](http://www.sure.com), for details of our Telephone Directory Services.

### **23. SECURITY**

23.1. Unless otherwise agreed in writing, it is your responsibility to keep any devices or hardware connected to our Service(s) secure, including the use and secure storage of PINs, passwords or application of security updates. We are not responsible for any damage to devices or degradation in a Service(s) due to your failure to ensure adequate security, including but not limited to securing internal networks or adequate virus and firewall protection on devices.

23.2. It is your responsibility to ensure no unauthorised activity is conducted via your Service(s). We reserve the right to suspend or terminate a Service in accordance with paragraphs 29 and 30 if as a result of unauthorised activity, we have been informed, suspect or are aware that your Service(s) has caused or may cause damage to our Network and/or illegal activity is being undertaken in connection with the Service(s).

### **24. TELEPHONE NUMBERS**



## Sure (Isle of Man) Limited General Terms and Conditions

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- 24.1. We shall allocate a Service Number to you which you shall only use to access the Service(s). We may reallocate or change such Service Numbers as a result of changes in applicable law or instructions from the Communications Commission, Ofcom in the UK, or an equivalent regulatory body, but will exercise all reasonable endeavours to minimise any disruption to you.
- 24.2. We may withdraw Service Numbers that have been allocated to you as a result of your failure to comply with this Agreement.
- 24.3. You have no right to sell or transfer the Service Number if you relocate to a different jurisdiction.
- 24.4. If your Service is terminated and it is associated with a Service Number and is not being ported to an Other Licensed Operator, you shall no longer have any right to make use of the Service Number.

### 25. CONFIDENTIALITY

- 25.1. The parties will keep in confidence, any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Agreement and will not disclose that information to any person (other than their employees, professional advisers, subcontractors, agents, consultants or any entity in the Sure Group) without the written consent of the other party.
- 25.2. This paragraph 25 will not apply to:
- (a) any information that has been published other than through a breach of this Agreement;
  - (b) information lawfully in the possession of the recipient before the relevant disclosure;
  - (c) information obtained from a third party who is free to disclose it;
  - (d) information that a party is requested to disclose and if it did not could be required by law to do so; and
  - (e) information requested by governmental body, regulator, law enforcement agency or any other competent authority.

### 26. USE OF INFORMATION AND DATA PROTECTION

We are committed to protecting any information you may give to us and in order to comply with the Data Protection Act 2018 and the Data Protection (Application of the GDPR) Order 2018, we will only use your personal information as set out in our privacy notice, a copy of which can be found at [www.sure.com](http://www.sure.com), or by requesting a copy from [dataprotection@sure.com](mailto:dataprotection@sure.com).

### 27. LIABILITY

- 27.1. We are not liable to you either in contract, tort (including negligence) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, or for any indirect or consequential loss or damage whatever.
- 27.2. Our liability to you in contract, tort (including negligence) or otherwise in relation to provision of the Service(s), or otherwise under this Agreement, is limited to the value of any amounts paid by you to us under this Agreement in any twelve (12) month rolling period, starting on the Contractual Date.
- 27.3. You agree to indemnify us in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by us as a result of or in connection with the use by you or any other person of the Service(s), the Sure Equipment and/or the Customer Premises Equipment provided under this Agreement and/or any breach of this Agreement by you and/or any claim brought by any third party located in any jurisdiction alleging that any use of the Service(s) by you is unlawful or infringes any rights held by such entities.
- 27.4. We will accept liability for failure to meet any of our obligations stated in any Service Level Agreement applicable to the Service(s) but only to the extent stated in this paragraph 27 and subject to paragraph 31



## Sure (Isle of Man) Limited General Terms and Conditions

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of this Agreement. If there is any conflict between this paragraph 27 and the applicable Service Specific Terms and Conditions or Service Level Agreement the terms of this paragraph 27 shall prevail.

- 27.5. Customer Premises Equipment does not provide immunity from fraudulent intrusion or hacking and you are responsible for ensuring that you have taken all measures to prevent such fraudulent use of Customer Premises Equipment which may include hacking or any form of toll fraud, rogue dialling or other forms of fraud that causes your Customer Premises Equipment to make calls or incur charges that you are not aware of. We will not be held liable for any loss that you may incur as a result of any failure to comply with this Agreement or as a result of any fraudulent activity that is conducted against you through your Customer Premises Equipment. We do not monitor the usage of your Customer Premises Equipment on an individual basis and the monitoring of the charges incurred by you is your responsibility. In the event that we incur charges (which may include call, data and support charges) as a result of any hacking or fraudulent activity, then we will seek to recover those charges from you in full and you will pay all such charges as may have been incurred.
- 27.6. We will use reasonable endeavours to maintain the quality of the Service(s) and to ensure the Service(s) is available at all times but make no warranties regarding availability or quality of the same and are not liable for any loss of any nature suffered by you or any third party as a result of any event outside our control.
- 27.7. We are not liable or responsible for any content uploaded, emailed or transmitted in connection with your use of the Service(s) including any content which is used to acquire any goods or services.
- 27.8. We are not responsible for maintaining any insurance cover of any nature to cover loss by anyone other than ourselves.
- 27.9. We are not liable for the working or otherwise of any Telecommunications Network run by or connected to any Other Licensed Operator and cannot be held responsible for poor quality of service or access difficulties caused by Other Licensed Operators.
- 27.10. We are not liable for losses caused by any third-party services or goods, content or viruses that you access through use of the Service(s).
- 27.11. We are not responsible for any fault with your SIM Card or Customer Premises Equipment caused by tampering or negligence (unless caused by us) or any failure to follow our reasonable instructions or this Agreement.
- 27.12. We do not exclude or restrict any liability to you for death or personal injury under this Agreement.

### **28. INTELLECTUAL PROPERTY RIGHTS**

- 28.1. Any Intellectual Property Rights used by or subsisting in the Service(s), the Sure Equipment and the Purchased Equipment (including any software) shall remain ours or the appropriate third-party owners of such Intellectual Property Rights.
- 28.2. We shall own any Intellectual Property Rights which we create during or as a result of the supply of the Service(s) to you (including supply of the Sure Equipment and/or the Purchased Equipment).
- 28.3. You must not do anything to jeopardise our Intellectual Property Rights or those of any third party under this Agreement.
- 28.4. The words or marks "Sure International" and "Sure" however represented, including stylised representations, all associated logos and symbols, and combinations of any of the foregoing with another word or mark, are the trademarks of the Sure Group or third parties. We reserve all our rights.



## Sure (Isle of Man) Limited General Terms and Conditions

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28.5. The copyright of all information supplied to you in connection with the Service(s) shall remain owned by us or the copyright owners. Such information shall not be copied, used or disclosed (other than for the purpose for which it was supplied) without our prior written consent.

### **29. WAYS IN WHICH WE MAY SUSPEND YOUR SERVICE(S)**

29.1. In addition to the rights given under paragraph 30, we may give you immediate notice and suspend the Service(s):

- (a) if you fail to pay any undisputed amounts in your bill by the time frames specified in paragraph 11.5;
- (b) if it is used in a manner that has an adverse impact on and/or materially harms the integrity, security or interoperability of our Network;
- (c) if you act in an abusive, harassing or threatening manner to any member of our staff or representative(s) or make unreasonable demands on us including time or abuse of process;
- (d) if it is used with equipment that is not approved for connection to our Network;
- (e) if it is used (or we have been informed or suspect that it has been used) in a manner, or in relation to, the commission of offences or alleged commission of offences in breach of any relevant law or regulation;
- (f) on the instructions of a government body, law enforcement agency, regulator, emergency services, court or other competent authority;
- (g) if you notify us that your Mobile Phone Equipment has been lost or stolen; or
- (h) if it is used (or we have been informed or suspect that it has been used) in breach of paragraph 8 whether by you or any other party with or without your knowledge.

29.2. We may suspend the Service(s) immediately and without notice:

- (a) in an emergency; including to provide or safeguard service to a hospital or to the emergency, or other essential, services or for the safeguarding of life or limb;
- (b) if we have loss of access to the Premises;
- (c) during any technical failure of the Network;
- (d) when it is necessary to safeguard the security and integrity of the Network;
- (e) to prevent or investigate an incidence of fraud or crime or alleged incidence thereof;
- (f) on the instructions of a government body, law enforcement agency, regulator, emergency services, court or other competent authority;
- (g) to prevent or investigate Artificially Inflated Traffic; or
- (h) to prevent a breach of any law or regulation.

29.3. We may suspend the Service(s) giving you as much written or oral notice as reasonably practical and possible:

- (a) for the purpose of repair, maintenance or improvement of our Network; or
- (b) to permit the passage of vehicles with abnormal loads.

29.4. We may also suspend the Service(s) if you breach any of the terms of the Agreement and a right of termination has arisen under paragraph 30 or elsewhere in this Agreement (without losing or reducing any other rights or remedy, including terminating the Service(s) at a later stage).

29.5. If the cause of suspension is remedied, we shall restore the Service(s) as soon as possible unless our rights to terminate the Service(s) have already been exercised.

29.6. You will remain liable to pay all charges, including Rental Charges, throughout the period in which a Service is suspended, and the Agreement will continue during the period of suspension.

29.7. We shall not be liable for any loss or damage which you suffer as a result of a suspension.

### **30. HOW EITHER PARTY CAN TERMINATE THIS AGREEMENT**



## Sure (Isle of Man) Limited General Terms and Conditions

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### 30.1. WAYS IN WHICH SURE MAY TERMINATE THIS AGREEMENT OR A SERVICE:

- 30.1.1. We may terminate this Agreement or the Service(s), subject to any notice period specified in any Service Specific Terms and Conditions, by giving you at least one (1) months' notice. If we give you notice, then you must pay Rental Charges and any other applicable charges up to the expiry of the notice period. We will credit or refund the appropriate proportion of any Rental Charges paid in advance for the period after your liability for Rental Charges ceases (with the exception of any payment for a Booster for which no refund will be given).
- 30.1.2. We may terminate this Agreement and cease providing the Service(s) immediately and without notice:
- (i) if you are in material breach of this Agreement (including non-payment of your bill as explained in paragraph 10.5(e));
  - (ii) if you are in breach of this Agreement (which is capable of remedy) but fail to remedy the breach within thirty (30) calendar days of having been notified of such breach;
  - (iii) where we have suspended the Service(s) under paragraph 29;
  - (iv) if you act in an abusive, harassing or threatening manner to any member of our staff or representative(s) or make unreasonable demands on us including time or abuse of process;
  - (v) if any information provided by you is untrue, inaccurate, not current or incomplete;
  - (vi) if the results of any credit check we may carry out are unsatisfactory;
  - (vii) if you persistently do not pay your bill(s) by the Due Date;
  - (viii) if you die, become mentally ill, are unable to pay your debts as they become due or become the subject of Bankruptcy/Insolvency Proceedings; or
  - (ix) if you use the Service(s) in a manner which breaches any applicable law or regulation, including the Telecommunications Act 1984.
- 30.1.3. We may terminate this Agreement immediately by giving you notice if any event which is beyond our reasonable control (as described in paragraph 31) continues for a period of 30 (thirty) days or longer.

### 30.2. WAYS IN WHICH YOU MAY TERMINATE THIS AGREEMENT OR A SERVICE:

- 30.2.1. You may terminate this Agreement or a Service:
- (a) subject to any notice period specified in any Service Specific Terms and Conditions, once the Initial Term has elapsed, by giving us one (1) month's written notice. If you terminate this Agreement or a Service during the Initial Term, you shall be liable for any outstanding charges (including Rental Charges) at the prevailing rate in force at the time. Outstanding Rental Charges may not be payable if the Service(s) is replaced with another Service from us that we deem to be comparable;
  - (b) if we have committed a material breach of this Agreement which is capable of remedy but which we fail to remedy within thirty (30) calendar days of having been notified of such breach; or
  - (c) in accordance with paragraph 9.6 if we change the terms or conditions of this Agreement to your material detriment (except for Retail Price Index (RPI) increases and/or changes instructed by a regulator or competent authority).
- 30.2.2. Any notice of termination you may give under paragraph 30.2.1 does not negate any other liability to us for the Service(s) which has already been provided.

### 30.3. OUTSTANDING CHARGES AND LINKED SERVICES:

- 30.3.1. On termination under this Agreement or otherwise; as well as other sums payable up to the end of the Agreement, you may be required to pay us the Rental Charges or other charges which would have been payable for the remainder of the Initial Term or any subsequent Initial Term at the prevailing rate in force in Our Price List at termination. We will make due allowances for any Rental



## Sure (Isle of Man) Limited General Terms and Conditions

Charges you have paid in advance for a period ending after the end of the Initial Term or subsequent Initial Term and make a repayment where appropriate.

30.3.2. As well as other sums that you may become liable to pay for, you continue to be liable to pay all charges that are due for the Service(s) during any period in which you do not comply with this Agreement until the end of the relevant term.

30.3.3. You acknowledge that certain Service(s) provided by us may be dependent on the provision of another Service so if one Service is terminated, we may also need to terminate other Services(s).

### 31. MATTERS BEYOND OUR CONTROL

We are not liable for any breach of this Agreement which is caused by a matter beyond our reasonable control including but not limited to fire, lightning, explosion, war, terrorist activity, disorder, flood, industrial disputes (whether or not involving their employees), shipping delays, extremely severe weather or acts of government or other competent authorities, or any other matter which would constitute an act of God.

### 32. LEGAL AND REGULATORY RESTRICTIONS ON YOUR SERVICE(S)

If we are prevented by restrictions of a legal or regulatory nature from supplying the Service(s), we will have no liability to you for failure to supply the Service(s).

### 33. SENDING NOTICES UNDER THIS AGREEMENT

33.1. Notice of legal proceedings must be in writing and delivered to us by hand or sent by prepaid post for the attention of the Legal and Regulatory Director, Sure (Isle of Man) Limited, Fourth Floor, Atlantic House, 4-8 Circular Road, Douglas, IM1 1AG.

33.2. All other notices given under this Agreement must be in writing and delivered by email, hand or sent by prepaid post as follows:

- (a) To us: at Sure (Isle of Man) Limited, Fourth Floor, Atlantic House, 4-8 Circular Road, Douglas, IM1 1AG;
- (b) To you: at the address that you ask us to send bills, the address of the Premises, or if you are a limited company to your registered office.

### 34. COMPLAINTS

If you have a complaint, the process you will need to follow is explained on our website or in our Consumer Code of Practice which are available at [www.sure.com](http://www.sure.com).

### 35. CHANGES TO THIS AGREEMENT

35.1. Subject to paragraph 29.2.1 (c) and to our licensing requirements, we may change the terms or conditions of this Agreement at any time and/or where instructed to by a regulator or competent authority..

35.2. Details of any change to this Agreement will be notified by publication at [www.sure.com](http://www.sure.com).

### 36. OTHER TERMS

36.1. Except for paragraph 27 of these General Terms and Conditions, the order of precedence to resolve any inconsistency between different parts of the Agreement shall be:

- (i) the Order;
- (ii) Service Level Agreement;
- (iii) Service Specific Terms and Conditions;
- (iv) Acceptable Use Policy and Fair Use Policy; and





## Sure (Isle of Man) Limited General Terms and Conditions

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(v) the General Terms and Conditions.

36.2. Headings shall not affect the interpretation of this Agreement.

36.3. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

36.4. Where the words 'include(s)', 'including' or 'in particular' are used in this agreement, they are deemed to have the words 'without limitation' following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

36.5. We shall have the right to assign, subcontract or transfer all or any of our rights and obligations under this Agreement to any person and shall notify you prior to exercising the right to assign, subcontract or transfer such rights or obligations. You shall not have the right to assign, subcontract or transfer all or any of your rights and obligations under this Agreement to any other person, party or entity without our prior written consent.

36.6. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected by that finding.

36.7. This Agreement sets out the entire terms and conditions under which we provide the Service(s) to you.

36.8. Any paragraph that is expressly or implicitly intended to survive the termination of this Agreement shall survive termination of this Agreement.

36.9. If either Party fails to exercise or enforce any right conferred by this Agreement, it shall not be deemed to be a waiver of those rights nor bar the exercise or enforcement of them on any later occasion. If we waive a particular breach of this Agreement by you, that waiver is limited to the particular breach.

36.10. This Agreement shall be governed by and constructed and interpreted in accordance with the laws of the Isle of Man, and each party hereby submits to the exclusive jurisdiction of the Isle of Man Courts.

### **DEFINITIONS:**

**"Acceptable Use Policy"** means a separate document showing the rules and etiquette governing our customers use of the Services(s) and is available at [www.sure.com](http://www.sure.com).

**"Agreement"** means the contract between us, incorporating: (i) the Order; (ii) Service Level Agreement; (iii) Service Specific Terms and Conditions; (iv) Acceptable Use Policy; (v) the General Terms and Conditions; and where relevant, (vi) the Fair Usage Policy.

**"Artificially Inflated Traffic"** means a flow or volume of traffic via any Service, which we believe:

- i. is disproportionate to the flow or volume of traffic which we expect from good faith commercial practice and usage of the Service(s);
- ii. is disproportionate to your previous traffic profiles (in any given month) with us;
- iii. uses automated means to make calls (save where this is expressly approved by us in writing); and/or
- iv. may result in you exceeding the credit limit which we place on your account held with us from time to time.

**"Bankruptcy/Insolvency Proceedings"** shall mean the commencement or instigation of any of the following proceedings, events or actions:



## Sure (Isle of Man) Limited General Terms and Conditions

- i. any court makes a declaration of insolvency or bankruptcy or a receiving order or administration order in respect of you or if some event having equivalent effect occurs;
- ii. proceedings are commenced, or a resolution is passed for your winding up (otherwise than for the purposes of reconstruction or amalgamation);
- iii. a receiver is appointed by any of your creditors;
- iv. you make or purport to make any composition or arrangement with, or conveyance or assignment of the benefit of, your creditors, or do any act which may cause any of the foregoing to occur;
- v. any application is made by or against you under any relevant insolvency legislation in any jurisdiction; or
- vi. means bankruptcy proceedings, becoming insolvent, making any composition or arrangements with creditors or an assignment for their benefit, any execution, distress, diligence or seizure; or if You are a company, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having receiver or administrative receiver of any assets appointed.

**“Booster”** means an option to pay a monthly charge in addition to the monthly charge for the mobile Service, which gives you additional inclusive texts, data, call discounts or any other additional feature described by us as a Booster according to the specific Booster you have chosen.

**“Business Customer”** means any of our customers who use or request a Service for purposes which relate to his or her trade, business or profession.

**“Communications Commission”** means the regulatory body regulating the telecommunications industry in the Isle of Man which is a statutory body of the Isle of Man Government.

**“Consumable Parts”** means items contained within the Customer Premises Equipment which are consumed at regular intervals during the normal use of the Customer Premises Equipment. Consumable Parts include, but are not limited to, batteries, toner cartridges, imaging units, printer ribbons and stationery.

**“Consumer Customer”** means any of our customers who use or request a Service for purposes which are outside his or her trade, business or profession.

**“Consumer Code of Practice”** means the regulatory required document contained within our “Here to Help Guide” which is published at [www.sure.com](http://www.sure.com).

**“Contractual Date”** means the earliest date on which the customer accepts an Order (which may be before the Service Delivery Date) and/or receives any Purchased Equipment.

**“Customer Equipment”** means any equipment and software (excluding Sure Equipment), purchased independently and used by you in connection with the Service(s).

**“Customer Premises Equipment”** means any Customer Equipment and Purchased Equipment used by you in connection with the Service(s).

**“Direct Debit”** means an instruction from you to your bank or other financial institution authorising us to collect any payment or series of payments by direct debit payment from your bank account.

**“Due Date”** means the end of the month in which the relevant bill was issued, or such other date as may be specified in your bill.

**“Emergency Maintenance”** means unforeseen emergency work required to be urgently undertaken by us or our authorised representative(s), acting on our behalf, to prevent a major disruption to the Service(s).

**“Fair Usage Policy”** means our policy that applies to any of our Services that provide access to the Internet. Our Fair Usage Policy is available at [www.sure.com](http://www.sure.com) and may change from time to time but any such changes will be made in accordance with paragraph 35 (Changes to this Agreement).



## Sure (Isle of Man) Limited General Terms and Conditions

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**"Fault"** means a fault causing continuous total loss of the use of a Service and/or equipment, or a fault which degrades the level of a Service and/or operation of any equipment. A Fault does not include the loss of such ability arising as a result of our suspension of Service under the provision of this Agreement or any Fault arising as a result of matters beyond our control as described in paragraph 31.

**"General Terms and Conditions"** means these general terms and conditions issued by Sure (Isle of Man) Limited.

**"Group"** means the relevant company, any holding company of that company, and any subsidiary of that company or its holding company.

**"Initial Term"** means the minimum term which you commit to receive a Service as set out in paragraph 4.3.

**"Intellectual Property Rights"** means all patents, rights to inventions, utility models, image rights, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**"Interconnection"** means the physical and logical linking of Telecommunication Networks used by the same or a different organisation in order to allow the users of one organisation to communicate with the users of the same or another organisation or to access services provided by another organisation; and services may be provided by the parties involved or other parties who have access to the network.

**"Joint Customer"** means having more than one customer named on an account as described in paragraph 3.7.

**"Mobile Phone Equipment"** means a mobile capable device, a SIM Card and any other associated equipment.

**"Network"** means the telecommunications system we use to provide the Service(s).

**"Network Terminating Point"** means any physical point of connection forming part of a telecommunications network at which another telecommunications network or where relevant, Sure Equipment and/or Customer Premises Equipment may be connected.

**"Normal Working Hours"** means work carried out between 08-00 to 17-00 hours, Monday to Friday (but excluding Public/Bank Holidays in the Isle of Man).

**"Order"** means our order form or any Sure contract, physically signed by you or agreed by you within Sure's online ordering process, detailing the Service(s) and other relevant information, including where relevant the Quotation, forming part of this Agreement.

**"Other Licensed Operators"** means an entity other than us to whom an individual licence has been granted or who is authorised by a class licence to establish, operate or maintain a Telecommunications Network of a class or description specified in the licence, or to provide a telecommunications service of such a class or description, or both in accordance with the Telecommunications Act 1984 or law in any other jurisdiction under which a telecommunications licence has been granted.

**"PIN"** means personal identification number.

**"Planned Maintenance"** means work required to be undertaken by us or our authorised representative(s) with prior notice, acting on our behalf, to maintain Service integrity.

**"Premises"** means the physical customer premises where connectivity to the Service(s) is required.

**"Price List"** means our published list of prices, rates, charges and fees for all Services as shown at [www.sure.com](http://www.sure.com).



## Sure (Isle of Man) Limited General Terms and Conditions

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**“Purchased Equipment”** means any equipment, including any software that we sell, or licence to you.

**“Quotation”** means any quotation which we provide to you relating to the provision of the Service(s).

**“Rental”** means rental of a Service by you.

**“Rental Charges”** means the monthly recurring non-usage part of the charges for a Service as specified in the Order and/or the Price List.

**“Service”** or **“Service(s)”** means a telecommunications service or any other facilities we provide to you in connection with the Service(s), as specified in the Order and the Service Level Agreement that forms part of this Agreement.

**“Service Delivery Date”** means the date on which we make the Service(s) ready for use.

**“Service Level Agreement”** means any service level agreement that may form part of any applicable Service Specific Terms and Conditions, and as such forms part of this Agreement.

**“Service Number”** means the formats of codes and subscriber numbers for routing telecommunications services to a network termination point, user, telecommunications equipment or Customer Premises Equipment in the Isle of Man, which formats are allocated by Ofcom.

**“Service Specific Terms and Conditions”** means any additional Sure terms and conditions belonging to a specific service which sets out service specific information such as specifications and technical information.

**“SIM Card”** means the subscriber identity module containing data (including your identity), which we have supplied to you.

**“Sure”** means Sure (Isle of Man) Limited.

**“Sure Equipment”** means any equipment or software owned or licensed by us and used by us and/or provided to you in order to deliver the Service(s).

**“Sure Maintenance Agreement”** means a maintenance agreement pursuant to which we offer maintenance cover for certain Purchased Equipment.

**“Telecommunications Network”** means a network comprising telecommunications equipment for the emission, transmission, switching, conveyance or reception of messages through the agency of electric, magnetic, electro-magnetic, electro-chemical, electro-mechanical or electro-optical energy or by optic-electronic means.

**“Telephone Directory”** means a telephone directory published by us or our authorised representative from time to time.

**“Telephony Service”** means the provision of PSTN, ISDN telephone line and/or VoIP/SIP services to your Premises in accordance with these general terms and conditions.

**“Unplanned Maintenance”** means maintenance of Services by us or our authorised representative(s), acting on our behalf, which is not Planned Maintenance or Emergency Maintenance.

**“VAT”** means value added tax.

**“Working Days”** a day (other than a Saturday, Sunday or a public holiday) when banks in the Isle of Man are open for business.