

## Sure (Isle of Man) Limited ISDN2/ISDN30 Terms and Conditions

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The ISDN Service from Sure (Isle of Man) Limited (“Sure”) consists of a telephone line and associated telephone exchange equipment, including the facility to make and receive calls, send and receive data and use associated line facilities, whether it is for use as a PBX, fax, Internet or a business line.

### **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. Where there is conflict these Service Specific Terms and Conditions supersede the Sure General Terms and Conditions.

#### **1. Definition and Interpretation**

The Sure General Terms and Conditions include other definitions which may also apply. The below definitions are in addition to those set out in the Sure 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 either the bearer channel or data Channel on the ISDN service.

**“Customer Premises Equipment”** means Telecommunications Apparatus (including any extension wiring and additional sockets) located at Your Premises and connected to a Telecommunications System at a Network Termination Point.

**“Customer Service Guarantee”** means that if a fault is not cleared within the specified time in any contracted Service Care Level, a customer may claim a Service Credit.

**“Daily Rate”** means the monetary figure calculated from a 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.

**“Emergency Maintenance”** means unforeseen emergency work required to be urgently undertaken by Us or the Network Provider to prevent a major disruption to the Services.

**“Fast Track”** means the process through which we may expedite your Service Delivery where additional charges may apply.

**“ISDN”** means the Integrated Services Digital Network that encompasses a telephone line and associated telephone exchange equipment to make and receive Calls as well as transfer data over a number of channels.

**“ISDN2”** means the Basic Rate Interface which consists of a 128 kbit/s service delivered over a pair of standard telephone copper wires. The 144 kbit/s payload rate is broken down into two 64 kbit/s bearer channels and one 16 kbit/s signalling channel.

**“ISDN30”** means the Primary Rate Interface which is carried over an E1 circuit (2048 kbit/s). The E1 has 30 bearer channels of 64 kbit/s and one data channel of 64 kbit/s as well as timing and alarm channels of 64 kbit/s.

**“Network Provider”** means Manx Telecom PLC.

**“Novation”** means the process through which the ISDN service is migrated from the Network Provider to Us.

**“NTU” or “Network Terminating Point”** means the indoor unit at the relevant Premises supplied, installed, maintained and owned by the Network Provider at which the Network Provider presents a given Service for use.

**“Planned Maintenance”** means a notified period of time during which network work is undertaken.

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**“Premises”** means those premises or locations at which the Services are to be provided under this Agreement.

**“Price List”** means the list of charges applicable to the service as published on our website [www.sure.com](http://www.sure.com), as amended from time to time.

**“Rental”** means rental of the Service by You.

**“Service Care Level”** means the level of fault repair provided by Us as part of a product or Service subscribed to by You.

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

**“Service Delivery Date”** means the date on which We make the ISDN Service ready for use.

**“Service Failure”** means a fault that results in complete failure of a service and does not apply to circumstances where customers have partial service, such as, but not limited to, lack of access to international call destinations.

**“Standard Service Care Level”** means the Service Care Level provided as default as part of a product Rental.

**“Sure General Terms and Conditions”** means the Sure (Isle of Man) Limited General Terms and Conditions located at [www.sure.com](http://www.sure.com).

**“Telecommunications Equipment”** means any apparatus owned by Us or Our Network Provider but used by the Customer to connect to or make use of a Service.

**“Telephone Directory”** means a telephone directory published by Us or Our representative from time to time.

**“ISDN Service”** means the provision of either the ISDN2 or ISDN30 service from the Network Provider’s exchange to Your premises in accordance with these Sure Service Specific Terms and Conditions.

**“Unplanned Maintenance”** means maintenance of Services by Us or the Network Provider, which is not Planned Maintenance or Emergency Maintenance.

**“We”, “Us”, “Our” or “Sure”** means Sure (Isle of Man) Limited as per our General Terms and Conditions but for this Service shall also include Our sub-contractors and agents.

**“You” or “Your”** means the customer entering into this Agreement.

## **2. Provision of Service**

- 2.1. We will provide the ISDN Service to the NTU, which is normally placed up to three metres inside your Premises. Where You request a different location in Your Premises the Network Provider 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 ISDN Service and will be Your responsibility. The provision of such Equipment and internal wiring may be covered by separate terms and conditions and where relevant, these alternative terms & conditions will apply.
- 2.2. If You take a new ISDN service, We will put Your name, address and Service Number in the Telephone Directory and make the Service Number available from a Directory Enquiry Service if You ask Us to do so. If You move Your ISDN Service to Us from another provider We will not make any changes to Your name, address and Service Number in the Telephone Directory unless You ask Us to do so. Where You request Us, to make any changes to the Telephone Directory on Your behalf, We shall be entitled to charge You a reasonable fee.

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- 2.3. You may be required to pay an additional charge for any additional or special entries that We agree to provide in the Telephone Directory on Your behalf for which You will be billed directly by the Network Provider.
- 2.4. Should cabling on the Telecommunications System side of the NTP form part of the Service then this is provided on the basis of surface mounted wiring in a standard environment.
- 2.5. 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 service delivery. Any non-availability of Service due to Your delay shall be excluded from the measurement of service delivery or Fault repair times.
- 2.6. If either Your exchange line, ISDN service or the interconnect link between Us and the Network Provider is suspended or terminated for any reason, We will not be able to provide You with the Service.
- 2.7. Where available, You may request a Fast Track installation of your service as per Section 2 of these Sure ISDN Service Specific Terms and Conditions, however additional charges will apply.
- 2.8. In order to fulfil Your ISDN order if transferring your existing service to Us, You will need to provide Us with the necessary authorisation in order for Us to complete Your existing service migration through the Novation process.

**3. Your use of the Service**

3.1 You shall:

- 3.1.1 ensure that Your equipment is only connected to the Services via the NTU;
- 3.1.2 allow Us or Our Network Provider full and convenient access to the Telecommunications Apparatus or NTU as appropriate, as well as associated wiring at all reasonable times in order to rectify any fault with the Services that You report to Us;
- 3.1.3 use all Telecommunications Apparatus connected with the Services in accordance with the manufacturer's and/or Our Network Provider's recommendations;
- 3.1.4 be responsible and liable for all damage or loss caused to Sure, the Network Provider 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 or the Network Provider.

3.2 You shall not:

- 3.2.1 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 Isle of Man; or
- 3.2.2 in connection with the carrying out of a fraud or criminal or any other illegal activity;
- 3.2.3 tamper with, move, modify, or interfere with the Telecommunications Apparatus or NTU as appropriate or any associated wiring without Our written consent or that of the Network Provider;
- 3.2.4 use the Services for purposes which involve or to send, transmit, publish, display, advertise or make 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.

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**4. Telecommunications Equipment**

- 4.1 You are responsible for any Telecommunications Equipment that We or Our Network Provider 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 Telecommunications Equipment is lost, destroyed or damaged, apart from fair wear and tear, You will be charged for its repair or replacement.
- 4.2 Telecommunications Equipment shall remain the property of Us or the Network Provider and shall solely and exclusively be maintained by Us or the Network Provider.

**5. Payment and charges**

- 5.1 Rental for the ISDN Service will start on the Service Delivery Date, unless:
- 5.1.1 We notify You of a later date for the start of the ISDN Service when Rental will be payable from; or
- 5.1.2 You use the ISDN Service before the Service Delivery Date, in which case Rental will be payable from the date You first use the ISDN Service.
- 5.2 Rental is normally payable in advance but We may bill You in arrears. Except for a temporary ISDN Service, You must pay Rental in accordance with Our billing cycle. We will apportion Rental on a daily basis for incomplete billing periods.
- 5.3 Call charges will be calculated, except where We otherwise determine, using the details provided by Us or by Our Network Provider.
- 5.4 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.
- 5.5 We reserve the right to amend all charges applicable to the Service subject to giving You 14 days' written notice.
- 5.6 Chargeable calls shall be charged on a per minute basis with a call set-up fee and a minimum charge per call of one minute.
- 5.7 Should You fail to be available to grant Us or Our agents access to Your property to fulfil a confirmed installation appointment, without notifying Us in writing not less than 48 hours prior to the agreed appointment date and time we may charge You abortive site visit fees.
- 5.8 Any chargeable events where the details of which are not to hand 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.

**6. Suspension**

- 6.1 We may suspend the Service if We or the Network Provider 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.
- 6.2 If We suspend the Service to You for any reasons permitted under the Agreement, Sure or the Network Provider shall not be liable for any loss or damage which You suffer as a result of the suspension. Restoration of a suspended Service may incur administration charges.

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6.3 Your Service may be suspended should Your account fall into arrears for a period in excess of 60 days.

**7. Term and Termination**

7.1 The Initial Term applicable to the Service is 12 months.

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

7.2.1 the Service is replaced with another Service from Us that We deem to be comparable; or

7.2.2 We materially change the Rental charge or terms and conditions of this Agreement to Your detriment, unless such change is made in accordance with clause 13.2 of these Service Specific Terms and Conditions or clause 35.2 of the Sure General Terms and Conditions.

**8. Accommodation, Power and Lightning Protection**

8.1 In order to provide the ISDN Service, Telecommunications Equipment will need to be placed in Your Premises. You must provide a suitable location and environment for the Equipment. You must prepare Your Premises before the ISDN Service is provided according to any instructions that You may be given. We or the Network Provider 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.

8.2 You must supply at Your own expense, a suitable mains electricity supply and connection points, where We need them, if they are required for Our or the Network Provider's Telecommunications Equipment.

8.3 If You require You must provide at Your own expense, suitable lightning protection equipment for use with any Customer Premises Equipment associated with the ISDN Service.

**9. Customer Premises Equipment**

9.1 You must only connect Customer Premises Equipment to Our ISDN Service at the designated Network Termination Point, or additional telephone sockets in the Premises.

9.2 Your Customer Premises Equipment must only be used with Our ISDN 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.

**10. Information and Permissions**

10.1 You confirm that in respect of the ISDN Service:

10.1.1 We may install and keep the ISDN Service and Telecommunications Equipment at the Premises and have reasonable access to it; and

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

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- 10.1.3 You shall give Us not less than seven days' notice of any change of billing address, contact address or contact number;
- 10.1.4 We may assign Your Service with a telephone number(s) as well as associated ISDN service features in order for You to access the Service, but at no time will ownership of the number(s) or features transfer to You. We may at our sole discretion recover the ISDN Service, its associated features and the telephone number(s) should we determine that the Service is not being used for its intended purpose or is in breach of local legislation or regulation.
- 10.2 In providing information for inclusion in the alphabetical section of The Telephone Directory, You agree that We will also provide the information to service providers for inclusion in Directory Enquiry Services and also in printed form in other directories.

**11. Access to Premises**

- 11.1 You shall let Us or Our representatives enter Your Premises for the purpose of installing, maintaining or removing the ISDN 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.
- 11.2 Where Emergency Maintenance is required to be carried out by Us or the Network Provider at the Premises, You acknowledge and accept that We or the Network Provider 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 Sure and the Network Provider shall use reasonable endeavours to comply with any reasonable security or other procedures which You require to be complied with at Your Premises.
- 11.3 For Planned Maintenance to be carried out by the Network Provider at Your Premises, We shall provide You not less than two days' notice.
- 11.4 For Unplanned Maintenance to be carried out by the Network Provider, We shall endeavour to give You 12 hours notice.

**12. Call Service Options - "ISDN2 Plus and ISDN30 Plus"**

- 12.1 If You wish to select one of the 'ISDN Plus' Service Options You will be required to sign-up for this service at the same time as Your initial ISDN order.
- 12.2 Call charges will be those applicable at the time for Calls made on the Call Service Option You have selected.
- 12.3 You must pay Us for the Service by Direct Debit. You will be required to complete a Direct Debit mandate when You sign-up for the Service.
- 12.4 If You use the Service in a way that is inconsistent with a specific Call Service Option, We reserve the right to apply the Call Service Option charges that relate to the level and type of use You make of the Service. If You use the Service other than in a normal and reasonable way We may suspend or terminate the Service immediately in which case You will be responsible for paying all charges under the applicable pricing plan.

**13. Variation and changes to Service**

- 13.1 We shall be entitled to change the specification of the Service subject to 14 days' notice.
- 13.2 We shall be entitled to change these Service Specific Terms and Conditions where Sure or the Network Provider are obliged to comply with an order, instruction or request of a court, government, agency,

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emergency service organisation or other competent administrative or regulatory authority, in which case Clause 7.2.2 of these Service Specific Terms and Conditions will not apply.

**14. General Terms and Conditions**

You should refer to the Sure General Terms and Conditions for additional clauses under each of the above headings and for the following:

Relocation and Reconfiguration	Use of Service	Fault Repair
Interconnection	Term of Service	Temporary Service
Default on Payments	Charges	Deposits & Payments in Advance
Call Monitoring and Recording	Cancellation	Suspension
Copyright	Complaints and Arbitration	Assignment
Law	Duration and Entire Agreement	Indemnity
Notice	Liability	Matters Beyond Reasonable Control
Waiver	Severability	Variation

**SECTION 2 – Service Schedule**

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

**15. Provision of Service (ISDN Service)**

Service	Action	Target lead time	Fast Track
ISDN2 with appointment	Install	12 Working Days	6 Working Days
ISDN2 without appointment	Take-over	7 Working Days	
ISDN2 changes to existing line	Reconfiguration	7 Working Days	
ISDN 30 with appointment	Install	9 Working weeks	5 Working Weeks
ISDN 30 without appointment	Take-over	12 Working Days	
ISDN30 changes to existing line	Reconfiguration	12 Working Days	

- 15.1 We will provide You with the requested ISDN Service on the terms and conditions as stated.
- 15.2 We plan to deliver a working service by the time as agreed with You or within the maximum time for provision as stated above.
- 15.3 Requests made to Us relating to the provision of the ISDN Service that are made in writing must be sent to:
  - 15.3.1 Sure (Isle of Man) Limited, Fourth Floor, Atlantic House, 4-8 Circular Road, Douglas, Isle of Man, IM1 1AG; or
  - 15.3.2 by email: [iombusiness@sure.com](mailto:iombusiness@sure.com).
- 15.4 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 the applicable hourly rate defined in Our Price List.

**Fault Support (ISDN Service)**

Fault Support	You may report Faults to Us via Our Contact Centre on 07624 247 247, 08h00 – 20h00 hours Monday to Saturday excluding Public/Bank Holidays. Alternatively contact us via the help section on <a href="http://www.sure.com">www.sure.com</a> For Service Care Level 1 (SCL1) Sundays and out of hours Sure Network Operations Centre on 01481 757778.
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Fault Cover	During Normal Working Hours 0800 – 1700 hours Monday to Friday, excluding Public/Bank Holidays, We will respond to a Fault within 8 hours of receipt of a Fault report. For Service Care Level 1 (SCL1) , faults will be cleared within 6 hours. SCL1 operates on a 24 hours, 7 days a week, 365 days a year basis, and includes out of hours engineering attendance.
Fault Resolution	Resumption of service by midnight five working days after the day reported. However expedited Fault Resolution is available for an additional charge. For the avoidance of doubt, a Fault may be cleared and resolved by a temporary alternative service until such time as the Service has been permanently repaired.

15.5 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 Resolution to be made.

15.6 We will:

15.6.1 provide advice by telephone

15.6.2 carry out tests and diagnostics on the ISDN Service

15.6.3 if required, arrange for a technician to visit Your Premises or work at another location on Our or the Network Provider’s Telecommunications Network

15.6.4 work to resolve the Fault within the agreed time period as stated in this schedule

15.6.5 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 the applicable rate defined in Our Price List.

15.6.6 Attention to Faults outside of the stated time will be charged at the applicable Sure rates defined in Our Price List.

**16 Provision of Service Care Levels**

16.1 Where We provide Telecommunication Service, a number of Service Care Levels are available. Unless otherwise stated, We will include the Standard Service Care Level in the product Rental. Not all Service Care Levels are available for all products.

16.2 When You contact Us to report a Service Failure, We will respond in accordance with the appropriate Service Care Level associated with the reported circuit and/or equipment. You should provide Us with a contact name(s) and telephone number(s) which will be Your contact point throughout the response period to enable Us to advise on the progress being made to clear the fault. We will provide advice by telephone including, where appropriate, tests and checks to be carried out by You and, where possible, carry out diagnostic checks from Our premises. If this does not diagnose or clear the fault We will, if necessary, visit Your premises.

16.3 Service Failures 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.

16.4 Where You request Us to carry out work to remedy a Service Failure on equipment which We are responsible for maintaining, but no such fault is found to exist, You will be charged for the visit.

16.5 Our Price List which is available online at [www.sure.com](http://www.sure.com) provides further information regarding the charges for Service Care Level associated with individual products, and out of hours engineering attendance rates which may be applicable from time to time.



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**17 Service Care Levels**

There are four Service Care Levels:

- 17.1 Service Care Level One (SCL1)  
Following a customer report, faults will be cleared within 6 hours. SCL1 operates on a 24 hours, 7 days a week, 365 days a year basis, and includes out of hours engineering attendance;
- 17.2 Service Care Level Two (SCL2)  
Following a customer report, faults will be cleared by 1700hrs on the next working day. SCL2 operates between the hours of 0800hrs and 1800hrs Monday to Saturday, including Isle of Man Public Holidays. Out of hours engineering attendance is available upon request and charged in accordance with Our Price List;
- 17.3 Service Care Level Three (SCL3)  
Following a customer report, faults will be cleared by 1700hrs two working days after the day reported. SCL3 operates between the hours of 0900hrs and 1700hrs Monday to Friday, excluding Isle of Man Public Holidays. Out of hours engineering attendance is available upon request and charged in accordance with Our Price List;
- 17.4 Service Care Level Four (SCL4)  
Following a customer report, faults will be cleared by 0000hrs five working days after the day reported. SCL4 operates between the hours of 0900hrs and 1700hrs Monday to Friday, excluding Isle of Man Public Holidays. Out of hours engineering attendance is not available.
- 17.5 If You elect for an engineering attendance appointment other than the one offered to You, the Customer Service Guarantee will not apply.
- 17.6 If Our staff are available We may, at Your request, continue to work on the fault outside stated Service Care Level hours without a break. We will make additional charges for the extra hours in accordance with Our Price List.

**18 Eligibility**

- 18.1 The table below provides details of the Service Care Levels available to individual products.
- 18.2 You may not take different Service Care Levels across primary and auxiliary PSTN/ISDN line groups. Should You choose to take one of the Service Care Levels, other than the Standard Service Care Level, You must have the same Service Care Level across all of Your PBX lines.

Product	SCL1	SCL2	SCL3	SCL4
ISDN 2	Available	Available	Available	Standard
ISDN 2 Plus	Available	Available	Standard	n/a
ISDN 30	Available	Standard	n/a	n/a
ISDN 30 Plus	Available	Standard	n/a	n/a

**19 Service Level Guarantee**

- 19.1 We aim to provide a continuous, high-quality service and will make every reasonable effort to meet contracted Service Care Levels.
- 19.2 Where We fail to meet a contracted Service Care Level You are entitled to claim for a Service Credit.

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- 19.3 A Service Credit is the amount We will credit Your account for each whole or part day We are late repairing a Service Failure for each line, circuit or equipment covered by a Service Care Level. 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.
- 19.4 Service Credit will only be based on the product(s) affected by a Service Failure. Any Service Credit will be applied as a rebate to Your Sure account.

**20 Service Credit Review**

- 20.1 You should request each Service Credit in writing to Us within thirty (30) days of the Service Failure, providing details of the line, circuit and/or equipment affected. We shall investigate Your 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.
- 20.2 You shall not be entitled to a Service Credit if any of the following has occurred or has deemed to have occurred by Us:
- 20.3 The Service Failure or failure to meet a specific Service Care Level was caused by the actions or omissions of You, Your employees, agents or representatives;
- 20.4 We temporarily suspended the delivery of any product 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;
- 20.5 Planned outages or scheduled maintenance;
- 20.6 Events outside of Our control such as, but not limited to, cables damaged by lightning or third parties.

**21 Service Delivery**

Where new circuits are provided the following standard timescales apply:

21.1 Product Standard Delivery

ISDN2	12 Working Days
ISDN30	9 Working Weeks

Working days = Monday to Friday 08.00 – 17.00 excluding Public Holidays

Where new circuits are provided the following fast-track options may be available upon request. Our price list which is available online at [www.sure.com](http://www.sure.com) provides further information regarding the charges for fast-track provisioning associated with individual products.

21.2 Product Fast Track Delivery

ISDN2	6 Working Days
ISDN30	5 Working Weeks

Working days = Monday to Friday 08.00 – 17.00 excluding Public Holidays

- 21.3 Standard delivery timescales are for guidance only and cannot be guaranteed. Fast-track delivery is offered at Our discretion and maybe withdrawn or suspended at any time.
- 21.4 If We fail to achieve the fast-track timescale You will be entitled to a refund of the fast-track additional fee. To obtain this You must submit a written request to Our Customer Relations team within 30 days of the service being provided.