

Guernsey fibre

Terms and Conditions

These are the General Terms and Conditions which apply to all wholesale products and/or services supplied by Sure (Guernsey) Limited to deliver the Guernsey Fibre service. Additional terms and conditions may also apply depending on the product or service ordered from your selected Licenced Operator.

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.

1. WHO WE ARE

- 1.1 When we say “we”, “us” or “our” in this document, we mean Guernsey Fibre whose legal entity is Sure (Guernsey) Limited, a company registered in Guernsey, with registered number 38694, whose registered office is located at Centenary House, La Vrangue, St Peter Port, Guernsey, GY1 2EY.
- 1.2 When we say “you” or “your” in this document, we are referring to you, an individual in receipt of wholesale products and/or services from Guernsey Fibre.
- 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 other relevant terms and conditions and your Order.

3. WHEN YOUR AGREEMENT BEGINS AND COMES TO AN END

- 3.1 The Agreement shall commence on the Contractual Date and shall continue until the relevant Service(s) are completed in accordance with this Agreement.
- 3.2 In consideration of the mutual obligations under this Agreement, 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. WHAT YOU ARE REQUIRED TO DO

- 4.1 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 installation of the Service(s) and/or any Equipment;
 - (b) comply with all applicable law including health and safety laws;
 - (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.

5. CHARGES

Guernsey Fibre are delivering a wholesale service by installing Fibre connectivity at your property and you will not be charged for the installation, unless you choose to have a non-standard installation. Any charges for the use of the Fibre service will be payable by you directly to your selected Licensed Operator.

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6. ENGINEER VISITS AND ACCESS TO PREMISES

- 6.1 Provision of the Service(s) may require one of our engineers or contractors 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 a pre installation visit 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 legacy service equipment.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.

7. REQUESTS FOR RELOCATION AND RECONFIGURATION OF A SERVICE

- 7.1 If you ask us to relocate or reconfigure any Service(s) then we may either:
- (a) agree to your request; or
 - (b) refuse your request if relocation and/or reconfiguration is not possible, which shall be at our sole discretion.

8. EQUIPMENT

- 8.1 In order to provide a Service, we have to place Equipment on your Premises. You must provide a suitable location and environment for the Equipment.
- 8.2 You agree that we may install and keep the Equipment at the Premises, have reasonable access to it and enable us to replace and/or upgrade the Equipment.
- 8.3 You agree that we retain ownership of all Equipment and that it may only be used in connection with the Service(s). Title to the Equipment will not transfer to you and remains vested in us unless otherwise agreed between us.
- 8.4 In respect of any Equipment that we may place at your Premises, you are responsible for ensuring its safe and proper use and to comply with any instructions provided by us. You must not interfere with the Equipment nor let anybody else do so, unless authorised by us. If any part of the Equipment is lost, destroyed or damaged, apart from fair wear and tear, you may be charged for its repair or replacement.
- 8.5 You must not sell, charge, assign, transfer or dispose of the Equipment or any part of it and you must not action or allow any lien, encumbrance or security interest over the Equipment.

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8.6 We have the right to recover any Equipment if a particular Service is ceased at your Premises.

9. CUSTOMER EQUIPMENT

9.1 We 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.

9.2 Customer 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 Equipment does not comply with the above, then you must disconnect it immediately or allow us to do so at your expense.

9.3 You will be responsible and liable for any damage caused to Equipment or the equipment of any Other Licensed Operator by your Customer Equipment.

10. POWER AND LIGHTNING PROTECTION

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

10.1. As set out in paragraph 15, we are not responsible for any damage caused to Customer Equipment/Equipment as a result of lightning. You are responsible for installing (at your own expense), suitable lightning protection equipment for use with any Customer Equipment associated with a Service.

11. CONFIDENTIALITY

11.1. 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.

11.2. This paragraph 11 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.

12. 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 (Bailiwick of Guernsey) Law 2017, as amended, 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, or by requesting a copy from dataprotection@sure.com.

13. LIABILITY

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- 13.1. 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.
- 13.2. 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 five hundred pounds (£500).
- 13.3. 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 Equipment and/or the Customer Equipment which involves any breach of this Agreement by you.
- 13.4. We are not responsible for maintaining any insurance cover of any nature to cover loss by anyone other than ourselves.
- 13.5. 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.
- 13.6. 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).
- 13.7. We do not exclude or restrict any liability to you for death or personal injury caused by our negligence under this Agreement.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. Any Intellectual Property Rights used by or subsisting in the Equipment shall remain ours or the appropriate third-party owners of such Intellectual Property Rights.
- 14.2. 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 Equipment).
- 14.3. You must not do anything to jeopardise our Intellectual Property Rights or those of any third party under this Agreement.

15. 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.

16. 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).

17. SENDING NOTICES UNDER THIS AGREEMENT

- 17.1. 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 (Guernsey) Limited, PO Box 3, La Vrangue, St. Peter Port, Guernsey, GY1 3AB.

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17.2. 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 FAO Guernsey Fibre c/o Sure (Guernsey) Limited, PO Box 3, La Vrangue, St. Peter Port, Guernsey, GY1 3AB;
- (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.

18. 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.

19. CHANGES TO THIS AGREEMENT

19.1. We may change the terms or conditions of this Agreement at any time and/or, where instructed to by a regulator or competent authority.

19.2. Details of any change to this Agreement will be notified by publication at www.sure.com.

20. OTHER TERMS

20.1. Except for paragraph 13 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) other applicable terms and conditions; and
- (iii) the General Terms and Conditions.

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

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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.

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

20.8. 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.

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

DEFINITIONS:

"Agreement" means the contract between us, incorporating: (i) the Order; (ii) any other applicable terms and conditions and (iii) the General Terms and Conditions; and where relevant.

"Consumer Code of Practice" means the regulatory required document contained within our "Here to Help Guide" which is published at www.sure.com.

"Contractual Date" means the earliest date on which the customer accepts an Order and/or receives any Equipment.

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

"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).

"Fibre Service" means a broadband service where data is transmitted as light signals through fibre-optic cabling.

"General Terms and Conditions" means these general terms and conditions issued by Guernsey Fibre acting through Sure (Guernsey) Limited.

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

"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.

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

"Order" means any order form or any Sure contract or checklist, signed by you (electronically or otherwise), detailing the Service(s) and other relevant information, 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 (Bailiwick of Guernsey) Law, 2001 or law in any other jurisdiction under which a telecommunications licence has been granted.

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

"Service" or **"Service(s)"** means the installation works for the delivery of a Fibre Service by us, as specified in the Order that forms part of this Agreement.

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"Service Delivery Date" means the date on which we complete the installation of the Service(s).

"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.