

Sure Broadband Pay As You Go Service Specific Terms & Conditions

SURE BROADBAND PAYG PRODUCT DESCRIPTION

Broadband Pay As You Go (Broadband PAYG) (the "Service") is an Internet connection that offers speeds far in excess of dial-up Internet. The service enables You to make and receive ordinary telephone calls while it is connected and being used for access to the Internet. The Broadband PAYG Service offers Inclusive Minutes of access to the Internet up to the Inclusive Minute Limit and there is a charge for subsequent Chargeable Minutes up to the Chargeable Minute Limit. All Additional Minutes are free of charge.

SECTION 1 – Service Specific Terms and Conditions

These C&W Service Specific Terms and Conditions should be read in conjunction with the C&W General Terms and Conditions. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions.

1. DEFINITION AND INTERPRETATION

The C&W General Terms and Conditions include definitions. These definitions are in addition:

"Acceptable Use Policy" "AUP" means a separate document showing the rules and etiquette governing Our customers in their use of the Internet and is available on Our Website www.surecw.com.

"Additional Minutes" means any minutes that You are connected to the Internet through the use of the Broadband PAYG Service in any particular calendar month above the Inclusive Minutes Limit plus the Chargeable Minutes Limit, such Additional Minutes being free of charge.

"Broadband PAYG" means a particular service provided by Us that enables fast Internet access for which Inclusive Minutes, Chargeable Minutes and Additional Minutes apply, that enables telephone calls to be made and received while the Service is online and using the Internet.

"Chargeable Minutes" means any minutes You are connected to the Internet through the use of the Broadband PAYG Service in any particular calendar month above the Inclusive Minutes Limit up to the Chargeable Minutes Limit. The charge for such Chargeable Minutes is detailed in Our Price List.

"Chargeable Minutes Limit" means the maximum number of minutes in any calendar month above the Inclusive Minutes Limit which are chargeable, the actual number depending on the specific Broadband PAYG Service to which You have subscribed.

"Content" means any information, graphics, audio, video, text or other computer files included in a Website or email stored on or passing through Our Telecommunications Network.

"Customer Premises Equipment" means Telecommunications Apparatus located at Your Premises and connected to a Telecommunications Network at a Network Termination Point.

"Domain Name" means the address or part of the URL of a particular Website. It is the text name corresponding to the numeric address of a computer on the Internet. e.g. www.surecw.com

"FTP" means File Transfer Protocol, which is the standard method of transferring computer files over the Internet, especially when building a Website.

"Helpdesk" means the support centre made available to Our customers to which technical queries relating to Our supported software and equipment are directed. Customers may be charged for emails or telephone calls to the Helpdesk. Relevant information is available on Our Website.

"Inclusive Minutes" means any minutes that You are connected to the Internet through the use of the Broadband PAYG Service in any particular calendar month that are below the Inclusive Minutes Limit.

"Inclusive Minutes Limit" means the maximum number of Inclusive Minutes in any one calendar month, the actual number depending on the specific Broadband PAYG Service to which You have subscribed. If You do not use all the Inclusive Minutes available for connection to the Internet in any particular month the balance of Inclusive Minutes remaining will not be transferred to the next or any subsequent calendar months.

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“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 service provided by another organisation; and services may be provided by the parties involved or other parties who have access to the network.

“Internet” means the global network that links millions of computers, using phone and cable links. This provides worldwide communications to homes, schools, businesses and governments. The WWW runs on the Internet.

“Internet Service” means a service that gives access to the Internet.

“Licensed Operator” means a person 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.

“Network Termination Point” means any physical point of connection forming part of a Telecommunications Network at which another Telecommunications Network or Customer Premises Equipment may be connected.

“Telecommunications Equipment” has the same meaning as in section 31 of The Telecommunications (Bailiwick of Guernsey) Law, 2001.

“URL” means the full text entry needed to access a particular Website on the Internet. e.g. <http://www.surecw.com/>

“Website” means a place on the World Wide Web comprised of graphics, text, audio, video, and other computer files providing dynamic or static materials that appear as digital information on any form of computer screen.

“Wireless Internet Access” means a wireless connection between the router supplied by Us and located in Your Premises and Your wireless enabled equipment.

2. USE OF SERVICE

2.1 You shall not use the Service or permit any other person to use the Service:

2.1.1 fraudulently or in connection with a criminal offence; or

2.1.2 to send or provide unsolicited advertising or promotional material or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided by You or any other party; or

2.1.3 in an unlawful manner, in contravention of any applicable legislation or licence or in contravention of Our Acceptable Use Policy as may be amended by Us from time to time and which You are strongly advised to read.

2.2 The Service is accessed via an exchange line. This Agreement does not include the provision of the exchange line that is necessary for connection to the Service. You are responsible for making a separate application for the exchange line and for complying with the conditions applicable to it, or You bear sole responsibility for ensuring the person who rents the exchange line has given You permission allowing You to have a Broadband PAYG Service provided over that exchange line. You need to have an exchange line, or the permission of the person that rents the exchange line in order to use Wireless Internet Access.

2.3 You are responsible for providing a suitable computer, an appropriate interface and any other items of hardware (other than a modem as described in paragraph 5 below) or communications equipment necessary to enable You to access the Service

2.4 You undertake to use the Service in accordance with these Terms and Conditions, the Price List, the Order Form and the Acceptable Use Policy and any other laws or regulations which may apply.

2.5 The Service may not be accessed or used more than once at any given time. The Service is for use on the exchange line on which it is ordered only. It should not be used to access the Broadband network from any other Service Number.

2.6 You are responsible for the upload, creation, maintenance and design of Your Content in whatever format it may appear if You choose to do so.

2.7 You must ensure that Your Content and any third party Content does not include any information or material, any part of which or use of which would be a criminal offence or in any way unlawful. In particular, You must ensure that all necessary licences and consents

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(including those from owners of copyrights or performing rights any other intellectual property rights) have been obtained.

2.8 You must ensure that You comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which relate to the provision of Your Content and which apply to You and/or which We may inform You of.

2.9 If anyone other than You uses the Service with or without Your knowledge or approval in contravention of any of paragraphs 2.1 - 2.7 inclusive We can treat such contravention as a breach by You of this Agreement for the purposes of paragraph 14 (Default) of the C&W General Terms and Conditions, which shall apply accordingly.

2.10 You must tell Us immediately if any third party makes or threatens to make any claim or issue legal proceedings against You relating to Your use of the Service and You will, at Our request, immediately stop the act or acts complained of. If We ask You to, You must confirm the details of the claim(s) in writing.

2.11 You must ensure that Your contact details e.g. email address are included in a clear and legible form on Your Website, for receipt of any enquiries or complaints regarding Your Content or any other material which appears on Your Website. We reserve the right to disclose to any person with an enquiry or complaint Your contact details if such person cannot locate these details on Your website.

3. RESTRICTIONS ON USE

3.1 You must not re-sell or attempt to re-sell the Service to any third party without Our prior written permission.

3.2 If, following routine system administration of the Service (including without limitation server, network and security monitoring, and monitoring for unattended logins), We detect that Your use of the Service:

(i) impairs the integrity of the system and/or the Telecommunications Network used to provide the Service; or

(ii) causes detrimental performance of the Service to You or any other customer;

We reserve the right, on giving You prior notice where practicable, to suspend Your access to the Service (without prejudice to Our right to terminate this Contract under clause 11, clause 17 of the General Terms and Conditions or otherwise) until We receive assurance from You that You will not use the Service in such a manner.

3.3 Where We provide You with e-mail facilities, web hosting or other services which involve Us providing storage space on Our systems, We reserve the right to impose limits (which We may vary from time to time) on the storage space We provide to You. Such limits may be in relation to the physical amount of web space or the number of mailboxes made available to You, e-mail messages that can be stored and /or the size of any attachments You can send.

3.4 We reserve the right to reject material and/or to delete material which exceeds the relevant limits in force at any time.

3.5 FTP access to Our web space is restricted to Sure Internet Services users only.

3.6 You acknowledge that We may vary the site Content on www.surecw.com from time to time without notice.

3.7 The Content may only be used for Your own purposes. We do not guarantee the accuracy or completeness of the Content and Your use of the Content (for whatever purpose) is at Your own risk.

3.8 Additional terms and conditions may be displayed online or elsewhere relating to particular Content (or any application provided to You as part of the Service). If You choose to access such Content and/or application You will need to comply with the terms and conditions that apply to them.

4. TELECOMMUNICATIONS EQUIPMENT

You are responsible for any Telecommunications Equipment that We provide at Your Premises and for its safe and proper use. You must not interfere with it nor let anybody else do so, unless authorised by Us. If any part of Our Equipment is lost, destroyed or damaged, apart from fair wear and tear, You will be charged for its repair or replacement.

5. MODEM AND FAULT REPAIR

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5.1 We will provide You with the modem necessary to access the Service. The modem becomes Your property when You take the Service. Risk shall pass to You on delivery. We will be responsible for any repairs to the modem during the warranty period and reserve the right to replace it with a new modem at Our sole discretion, however:

5.1.1 Our standard warranty excludes damage caused by lightning or any other events of force majeure; normal wear and tear; improper and negligent use; third party interference (including hacking or any form of toll fraud, rogue dialing or other forms of fraud that causes Your Customer Premises Equipment (including the modem) to make calls or incur charges that You are not aware of); use with products not specified to work with the Customer Premises Equipment (including the modem) and installation of additional Customer Premises Equipment if it does not comply with the relevant technical specifications.

5.1.2 We do not give any warranty that the provision of the Customer Premises Equipment (including the modem) provided as part of the Service is fit for any particular purpose or will not interface with any other Customer Premises Equipment nor support any particular Software.

5.1.3 The modem that We supply to You is compatible with the Service. If You replace the modem that We supply with different Customer Premises Equipment it may not be suitable to use with the Service and may result in Your computer being permanently connected to the Service, resulting in You exceeding the Chargeable Minutes Limit up to which You will be liable for payment.

5.1.4 If You are considering using a router, or wireless router, which enable You to connect more than one computer to the Service or enable You to connect to the Service without fixed wires, then You are advised to upgrade to Our Anytime service. Anytime is an unmetered broadband service that You can leave connected all the time. Visit www.surecw.com for more information.

6. TERM OF SERVICE

The Service provided under this Agreement is for an initial term of 12 months (the "Initial Term") from the Service Delivery Date unless otherwise specified on the Order Form and unless terminated under the provisions of paragraph 14 (Default) in the C&W General Terms and Conditions, or otherwise, will continue for one or more continuous terms of the same length. A further Initial Term of service shall apply in respect of each new facility added or changes made to the Service at Your request.

7. CHARGES

7.1 All charges for Service are detailed in Our Price List that is available on Our web site at www.surecw.com.

7.2 You undertake to be responsible for any charges of any nature incurred as a result of any authorised, or unauthorised use of Your login code and/or password.

7.3 You undertake to be responsible for any charges of any nature that may be incurred by Us as a result of any authorised or unauthorised use of Your login code and/or password.

7.4 You undertake to be responsible for any direct or indirect charges of any nature incurred as a result of any authorised, or unauthorised use of the Helpdesk regarding Your account or any other account for whatever reason.

7.5 You undertake to be responsible for any charges of any kind incurred as a result of using a Sure Internet Service as defined in the Price List. Any Sure Internet Service must be used in accordance with the Acceptable Use Policy.

8. PAYMENT

8.1 You shall pay to Us on demand all applicable charges for the relevant Service at rates specified in Our Price List.

8.2 Rental for the Service will start on the Service Delivery Date, unless We notify You of a later date for the start of Service when rental will be payable from.

8.3 Rental is normally payable in advance but We may bill You in arrears. Except for temporary Service, You must pay rental in accordance with Our billing cycle. We will apportion rental on a daily basis for incomplete billing periods.

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9. CANCELLATION

Prior to the Service being provided, this Agreement may be cancelled by Us if the exchange line associated with this Service is cancelled.

10. SUSPENSION

We may suspend the Service immediately and without notice if the exchange line associated with this Service is suspended.

11. TERMINATION

We may terminate this Service immediately and without notice if the exchange line associated with this Service is terminated.

12. ACCOMMODATION, POWER AND LIGHTNING PROTECTION

12.1 In order to provide Service We may have to place equipment on Your Premises. You must provide a suitable location and environment for Our equipment. You must prepare Your Premises before Service is provided according to any instructions that We may give You. We will take reasonable care when carrying out work on Your Premises but You will be responsible for any necessary re-decoration and for putting items back once We have completed the work.

12.2 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 equipment.

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

13. CUSTOMER PREMISES EQUIPMENT

13.1 You must only connect Customer Premises Equipment to Our Service at Our designated Network Termination Point.

13.2 Your Customer Premises Equipment must only be used with Our Service as directed under The Telecommunications (Bailiwick of Guernsey) Law, 2001 and in a way that meets all relevant standards 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.

14. SECURITY

14.1 You are responsible for the security and proper use of all user IDs and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

14.2 You must immediately inform Us if there is any reason to believe that a user ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

14.3 We reserve the right to suspend user ID and password access to the Service if at any time We consider that there is or is likely to be a breach of security or misuse of the Service.

14.4 We reserve the right (at Our sole discretion) to require You to change any or all of the passwords used in connection with the Service. You can change Your passwords at any time by visiting www.surecw.com.

14.5 If You forget any password, by contacting the Helpdesk by telephone and satisfying such security checks as We may operate, You will be given a new password to enable You to use the Service.

14.6 You confirm and warrant that all the information supplied by You when You register on-line for the Service is true, complete and accurate in all respects.

14.7 If You use a wireless router with the Service You are responsible for ensuring the wireless service is secure. You should follow any security instructions provided with Your wireless router or contact Us for advice.

15. INFORMATION AND PERMISSIONS

15.1 You confirm that in respect of the Service:

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

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

16. ACCESS TO PREMISES

In the event that We need to visit Your Premises, You shall let Us or Our representatives enter Your Premises for the purpose of installing, maintaining or removing the Service as long as We show You our identity badge. We will meet Your reasonable requirements for the safety of people on Your Premises.

17. INTERNET

The Service enables access to the Internet. The Internet is separate from the Service and use of the Internet is solely at Your risk and subject to all applicable laws. We have no responsibility for the performance or speed of the Internet, information, software, services or other materials obtained by You using the Internet.

18. SCRIPTING LANGUAGES

18.1 We reserve the right (immediately and without giving notice) to remove any scripts written in any language from any of Our servers (or disable any such scripts) if We deem those scripts to be causing technical difficulties in Our network or to other customers.

18.2 We may change the number and type of supported scripts at any time, and from time to time. We will give You notice of such changes at least 14 days before they take effect, but reserve the right to notify You of immediately effective changes in circumstances where failing to do so could result in scripts being removed or disabled as referred to above.

19. LIABILITY

19.1 We exclude all liability of any kind for Your Content or for third party Content. However We reserve the right to remove any of Your Content or third party Content following notice to You, if We reasonably believe that there may be a breach of this Agreement, the law or any third party rights.

19.2 The Helpdesk is provided as a technical support facility and We do not guarantee that the advice provided by the Helpdesk will necessarily resolve Your query. Neither the Helpdesk or Cable & Wireless Guernsey are liable whether in contract, tort (including liability for negligence) or otherwise for any failures of any networks, equipment, software or applications which may be affected as a result of implementing recommendations advised by the Helpdesk.

19.3 We do not accept liability for any disruption, loss and or damage to Your data, PC or Macintosh that may occur while You are using: (i) the installation and support CDs that We supply to You, (ii) the Service, or (iii) programs or data on the CDs.

19.4 We will provide the Service at speeds up to the published rate to which You have subscribed. We cannot guarantee the specific speed that You will receive as it is dependant on the technical and physical characteristics of Your exchange line and the distance Your Premises is from Our exchange or street cabinet.

19.5 You shall indemnify C&W against all claims, liabilities, costs, losses and expenses which may be made or asserted by the person that rents the exchange line from C&W as a result of the provision of the Broadband PAYG Service over that exchange line.

20. CHANGE OF SERVICE

If We identify that in Our opinion an alternative service would be of more benefit to You, We may notify You of Our intention to replace the Service provided under these terms and conditions with the alternative service which may be subject to separate service specific terms and conditions. If You do not indicate that You do not wish Your Service to be changed within the time specified by Us We may replace Your existing Service with the alternative service. Such a change of service will not alter any liabilities You have under these terms and conditions that arise in connection with the existing Service up to the date of the change of service.

21. GENERAL TERMS AND CONDITIONS

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You should refer to the C&W General Terms and Conditions for additional clauses under each of the above headings and in particular for the following:

Provision of Service	Special Provision of Service	Fault Repair
Relocation and Reconfiguration	Term of Service	Temporary Service
Interconnection	Deposits and Payments in Advance	Default
Call Monitoring and Recording	Information and Permissions	Confidentiality
Complaints and Arbitration	Assignment	Copyright
Duration and Entire Agreement	Indemnity	Law
Matters Beyond Reasonable Control	Notice	Use of Information
Severability	Variation	Waiver

SECTION 2 – Service Level Agreement

A. Provision of Service

We will provide the Service to meet the Service Delivery Date that We agree with You in accordance with this Agreement. Where We fail to meet the Service Delivery Date You may be able to claim compensation under the C&W Consumer Code of Practice. We will not be liable for delivery failure where You request a later date or where it is caused by a reason beyond Our reasonable control including late receipt of a signed Order Form. The target time for the Broadband PAYG Service under normal operating conditions is shown below.

Service	Target delivery time (in Normal Working Days from receipt of Your signed Order Form)
Broadband PAYG	10 Normal Working Days

We will provide the Service using Our standard engineering methods and to the current technical specification, which We may vary from time to time.

Requests made to Us relating to the provision of the Service must be submitted in writing to:

Cable and Wireless Guernsey Limited, Customer Provisioning, PO Box 3, St Peter Port, Guernsey, GY1 3AB

Fax: 01481 730941

Email: contact@surecw.com

B. Fault Repair

We will provide You with a working service although We cannot guarantee that it will always be Fault free. We will take one or more of the following actions in response to a reported Fault:

- Provide advice and assistance by telephone;
- Carry out tests and diagnostics on the Service;
- Visit a point on Our Telecommunications Network; and
- Visit Your Premises.

We will respond to a reported Fault in Service within the time periods shown below.

Standard Repair Service	
Fault reporting and assistance	24 hours a day via Our Contact Centre on 151
Fault cover	Normal Working Hours 08.00 to 17.00

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	Monday to Friday (excluding public/bank holidays)
Fault clearance	Service restoration by the end of the next working day

Where We fail to meet the target Service restoration time You may be able to claim compensation under the C&W Consumer Code of Practice. We will not be liable for delivery failure where it is for a reason beyond Our reasonable control or if You request a later Service restoration time.

If We respond to a reported Fault and find there is none, then a charge will be made at the applicable hourly rate. If We agree to attend a reported Fault in Service outside Normal Working Hours then You will be charged at the applicable hourly rate.