

C&W SUREDIAL BUSINESS SERVICE SPECIFIC TERMS AND CONDITIONS

The C&WJ SureDial Business Service enables Jersey customers to make Calls from their existing telephone line by simply dialing a prefix of 13545 before the number they wish to dial.

SECTION 1 – Service Specific Terms and Conditions

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

1. Definition and Interpretation

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

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

“Minimum Call Charge” means the minimum You must pay Us per successful Call. If the calculated charge payable for a Call is equal to or less than the Minimum Call Charge then You will pay Us the Minimum Call Charge. If the calculated charge payable for a Call is more than the Minimum Call Charge then You will pay Us the total calculated charge for the Call.

“Price List” means the full list of Call charge rates published on Our website at www.surecw.com as varied from time to time.

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

2. Provision of Service

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

3. Use of the Service

3.1 You can use the SureDial Business Service provided You have completed an order form for the Service.

3.2 The SureDial Business Service requires that You dial 13545 in front of the full called number for each Call, otherwise You will be billed for the Call by the licensed telecommunications operator from which You rent Your exchange line.

4. Term of Service

No minimum term of service applies to the SureDial Business Service.

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5. Charges

5.1 A Minimum Call Charge will apply, the rate for which will be as detailed on the Price List. Where the duration of a Call is longer than the time covered by the Minimum Call Charge the Call will be charged on a per second basis.

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

5.3 Both the Call destinations that are available and the Call charge rates may be amended from time to time. We will track Jersey Telecom (JT) pricing and make Our corresponding price increases no earlier than JT and price decreases no later than JT.

5.4 We will not charge You a connection charge or a rental charge for using the SureDial Business Service.

6. Payment

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

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

6.3 Calls made using the SureDial Business Service will be billed monthly in arrears. Except as otherwise stated in this Agreement, payment must be made within 21 days of the date of the bill.

6.4 Payment must be by direct debit unless otherwise agreed in advance by C&WJ. Where payment is by direct debit, it will be taken on or after the date shown on the bill.

7. Termination

7.1 You may terminate this Agreement at any time by ceasing to dial 13545 in front of the full called number.

7.2 Notwithstanding Our right to terminate this Agreement under clause 17 (Termination) of the C&WJ General Terms and Conditions, We may terminate the Service if We detect an unusual Call pattern or suspect that the Service is being used in breach of clause 4 (Use of Service) of the C&WJ General Terms and Conditions.

7.3 Where You have not demonstrated any chargeable usage on the SureDial Service in a period of 6 months or greater Your Sure Dial Service will be deemed to be inactive and may be ceased at Our sole discretion.

SECTION 2 – Service Schedule

Cable & Wireless Jersey Service Level Schedule defines the standard level of Fault response and provision target times for SureDial Business Services within Jersey.

Standard Service

Provision of Service (SureDial Business Service)

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SureDial Business Service 15 Normal Working Days or as agreed with the customer if outside that period.
(Subject to any third party provisioning times)

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

Requests made to Us relating to the provision of the SureDial Business Service must be made in writing to: Cable & Wireless Jersey Limited, Richmond House, 8 David Place, Jersey, JE2 4TD Fax (01534) 888292 or email hello@surecw.com.

If You require any work for the provision of service to be undertaken outside of the Normal Working Hours then a charge will be made based on at the rate that is applicable at the time that the work is carried out.

Fault Support (Telephony Service)

Fault Support 0808 1015 24 7
(24 x 7)

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

Fault Response Within 8 hours of receipt of Fault report – in Normal Working Hours only

Clear Resumption of service by the end of the next Normal Working Day.

Where a resolution cannot be made at the time of reporting then We will ask You to provide Us with a contact telephone number to enable progress on Fault clearance to be made.

We will also:

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

If We respond and work on a reported Fault and it is subsequently found not to be a Fault with Our Service then a charge may be made based on Our rates that are applicable at the time that the work is carried out. These rates can be advised when You report a Fault, or at any time by dialing 0808 1015 24 7.