



## INFORMATION SERVICE

### General Terms & Conditions

1. Sure South Atlantic limited ("Sure") will make available the Information Service ("the Service"). The Service provides an "audiotext" facility enabling customers to make available an information message for access by telephone users. A monthly fee will be charged to your Information Service account.
2. A fixed Monthly Access Charge of £6 per month (or pro-rated to part thereof where the billing cycle is less than one month) will be charged for the Service.
3. All calls to the Service to configure the service will be charged at local call rates.
4. A set-up fee of £10 will be made to enable the Service. A reconfiguration charge of £6 will apply for any requested changes to the Service. No charge will be made to disable the Service. You may cancel this Service at any time upon giving Sure one work day notice in writing or by filling in an application form.
5. You will be provided with a six digit security code which you must change to enable you to access the Service securely. You will be responsible for keeping this number secure. You can change this security code by accessing the Service and following the prompts.
6. If your security code has been forgotten or if you have reason to believe that someone else might have knowledge of it, you should notify Sure. If a security code needs to be replaced for whatever reason a fee of £6 will be charged. A new security code will be issued within one working day.
7. You will be able to configure your information messages from any telephone\* by calling the Service, entering your phone number and following the prompts.
8. Sure' credit control policy will also apply to the Service.
9. Sure shall not be liable for any loss or damage caused by total or partial interruption of telephone service nor shall you ordinarily be entitled to a refund of your Monthly Access Charge in respect of any such interruption.
10. Where Sure deems it necessary – for technical or other reasons – Sure reserves the right to change your security code. Under normal circumstances a warning of 24 hours notice will be given prior to such number change.
11. Sure may from time to time give you notice that an increase or reduction will be made to your Monthly Access Charge for the Service. In such case, Sure will give you twenty eight (28) days prior written notice.
12. Sure reserves the right to refuse your application for the Service.
13. Invoices for the Information Service will be sent to you monthly. Your Monthly Access Charge is charged in arrears; thus the invoice received at the beginning of the month covers the Monthly Access Charge for the previous month. Payment for accounts should be accompanied by the invoice which will be receipted and returned to you.
14. (a) If any fees or charges payable by you shall be in arrears for 11 days after their due date, Sure may, without further notice temporarily suspend access to the Information Service.

(b) Additionally, if you fail to observe and perform any of the provisions of this Agreement or any other Agreement with Sure, Sure may, after seven days written or verbal notice, and the continuance of such failure on your part, temporarily suspend the Information Service. At any time after such suspension, Sure may, by notice in writing or verbally, or telefax terminate this Agreement and disconnect your access to the Information Service.

15. Sure may require a deposit and/or payment in advance before providing the Information Service. You must also provide an address within St Helena for the purposes of Sure addressing invoices, such address being one where you regularly collect mail.
16. This Agreement may be terminated immediately by Sure in writing in the event of;
  - (i) any licence which it may require in order to undertake telecommunications services in St. Helena being refused or withdrawn
  - (ii) Sure ceasing to provide the Information Services altogether in St Helena or
  - (iii) Sure forming the opinion that you are using the Information Service unlawfully or abusing it in any other way.
17. The benefits and liabilities contained in this Agreement shall not, except with the previous consent of Sure, be transferred by you to any other party.
18. You shall not use or allow others to use the Information Service for the purpose of transmitting any abusive, obscene, harassing, threatening or otherwise improper communication.
19. In no circumstances shall Sure be liable for any consequential or indirect losses (including but not limited to loss of profit, revenue, savings or customers) arising out of or in relation to this Agreement or the Information Services provided pursuant to it, whether such loss be caused by negligence, breach of contract or otherwise.
20. The Company will notify the Customer in writing seven working days in advance of any change to the non-pricing terms and conditions.
21. The Company has available a Customer Care Centre at Bishops Rooms, Jamestown and can be visited to resolve any queries the customer may have during normal opening hours 09:00am to 15:30pm Monday to Friday, excluding statutory holidays.
22. Alternatively the customer can contact the Customer Care Centre on telephone number 2900 during normal work hours 08:00am to 16:00pm Monday to Friday, excluding statutory holidays.
23. In the event of that the Customer has a dispute with the Company, including where it has not been able to resolve a query through the Company's Customer Care Centre, the Customer can make representations to the Chief Magistrates Office requesting an independent review. The Customer must give the Company the opportunity to resolve their dispute or query before making any such request to the Chief Magistrate for a review.

\*May not be possible from all PBX extensions or telephones with calling restrictions.

**Sure South Atlantic Limited**

PO Box 2,  
Bishop's Rooms,  
Jamestown,  
St. Helena Island,  
South Atlantic Ocean  
STHL 1ZZ

Customer Care Centre Tel: + (290) 22900

Call Centre Fault line (Free) Tel: 121

Email: [service@sure.co.sh](mailto:service@sure.co.sh)

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