



TELEPHONE SERVICE

General Terms and Conditions

1. Sure South Atlantic Limited ("Sure") shall provide and install the Telephone installation and (Subject to the provisions of the Agreement and any approved Code of Practice) maintain it in good working order. However, Sure shall not be liable for any loss or damage caused by total or partial interruption of telephone service nor shall the customer ordinarily be entitled to refund of rental in respect of any such interruption, save as set out in clause 2 below.
2. The Customer shall be entitled to an abatement of their rental charge with respect to the period where the apparatus to which the rental charge relates has been unusable (otherwise than through the fault or neglect of the Customer) for more than one tenth of the number of days in the particular calendar month. For the purposes of this calculation, a day shall be counted as one in which the apparatus is unusable if such apparatus was unusable for more than 3 hours (either continuously or in total) during that day.
3. Normally, the period of rent of the Telephone installation at the Customer's premises shall be a minimum of one month. Short term telephone installations may also be provided by prior agreement. All equipment and apparatuses installed by Sure at the Customer's premises shall remain the property of Sure unless an Agreement specifically states ownership of any installed equipment or apparatuses.
4. Sure will attend to reported faults in accordance with its normal fault repair service. The normal hours of work during which faults are cleared are from 08:00am to 16:00pm, Monday to Friday excluding statutory holidays. Sure shall, on enquiry, notify the Customer of the reasons for any exceptional delay in attending to a fault beyond two working days. Reported faults of an emergency nature outside the normal working hours will be dealt with at the discretion of Sure.
5. The Customer shall pay the cost of any repair, renewal or replacement arising from malicious damage or damage from improper use to the Telephone installation within the Customer's premises or in any other premises, where the equipment or apparatuses have been placed at the Customer's request or with his approval.
6. Where the exigencies of the service render it necessary – for technical or other reasons – Sure reserves the right to change telephone and telefax numbers. Under normal circumstances advance warning of at least six months will be given prior to such number changes and Sure shall not be responsible for any loss or damage to the Customer which may be caused thereby.
7. Directory entries for all telephone Customers are obligatory. However, in special circumstances the Customer may request that his number remains unlisted. In such a case the number and name shall not be available for connection via the operator service for any reason whatsoever.
8. Sure may make an alteration in the Telephone installation, which may be considered technically desirable. Any such alteration made at the Customer's request shall be paid for by the Customer.
9. If the Customer vacates the premises in which the telephone installation is fitted Sure shall be at liberty to recover the Telephone installation and hold it at the Customer's risk for safe custody without in any way affecting the Customer's liability under this Agreement. A charge may be made for such removal in accordance with existing tariff rates.
10. The Customer shall not make or permit to be made any alteration to the Telephone installation.
11. The Customer shall not make or allow unauthorised attachments to be made to telephone installations on their premises.
12. The Customer shall make no claim against Sure on account of any damage or injury caused by any electric potential (not emanating from the premises of the said Sure) which may be conveyed to the Customer's premises by the Telephone installation. Sure shall, however, take all reasonable precautions to prevent damage or injury from this cause.

13. The Customer shall indemnify Sure against any losses (including those resulting from death, injury or damage to persons and/or property) arising from the attachment of unauthorised apparatus or the use of any apparatus contrary to the conditions of use.
14. Invoices for telephone service are sent to Customers monthly. Rental for the telephone is charged in arrears; thus the invoice received at the beginning of the month covers the cost of the telephone calls made in the preceding month plus the rental for that month. Payment for accounts should be accompanied by the invoice which will be receipted and returned to the Customer.
15. (a) If any fees or charges payable by the Customer shall be in arrears for 11 days after these should have been paid, Sure may, without further notice than provided by the telephone bill, temporarily suspend service.
(b) If the Customer shall fail to observe and perform any of the clauses or conditions of this Agreement or any other Agreement with Sure, the Company may, after seven days notice and the continuance of such failure on the part of the Customer, temporarily suspend service.
At any time after such suspensions in 15(a) or 15(b), Sure may, by notice in writing or verbally, or telefax determine this Agreement and may disconnect the line(s) from the Public Exchange.
16. Sure may require a deposit and/or payment in advance before providing service.
17. This Agreement may be determined by Sure by notice in writing in the event of any licence which it may require in order to undertake telecommunications services in St Helena being refused or withdrawn.
18. The Customer shall grant to Sure every necessary facility in his power for the construction, examination, maintenance and recovery of the Telephone installation and shall permit Sure and its bona fide staff or employees at all reasonable times to have free access to the Customer's premises and to all other premises under his control for the purpose aforesaid.
19. This Agreement shall commence from the date the Telephone installation is completed in the Customer's premises.
20. On the determination of this Agreement by any means the Customer shall surrender to Sure the Telephone installation with all fixtures, accessories and ancillary parts in as good condition as when received excepting fair wear and tear.
21. The Company shall make public at least 28 days in advance of any proposed changes to the fees payable under this agreement.
22. The benefits and liabilities contained in this Agreement shall not, except with the previous consent of Sure, be transferred by the Customer to any other party.
23. The Customer shall not use or allow others to use abusive or improper language to other Customers or the public through the Telephone system. Persons making indecent and malicious telephone calls may be prosecuted and punished by law.
24. The Customer hereby agrees that the foregoing conditions are subject to reasonable variation by Sure at any time of which notice will be given to the Customer.
25. If a telephone equipment switchboard is installed the Customer shall provide at his own expense and to the reasonable satisfaction of Sure sufficient competent operators for the proper working of the switchboard.
26. Sure shall not be liable for any breach of this Agreement caused by Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts of Government, road authority or other competent authority, industrial disputes of any kind (whether or not involving employees of Sure, fire, lighting, explosion, flood abnormal or inclement weather, acts or omissions of persons or bodies for whom Sure is not responsible or any other cause outside Sure's control.
27. The Company will operate a Call Centre, the contact details for which are provided below, subject to not being able to operate due to force majeure or planned outages:
 - during working hours 08:00 am to 16:00pm Monday to Fridays
 - outside of normal work hours the Company will ensure that Customers will be able to leave messages.

28. Whenever AC Power is required for the installation, maintenance and operation of telecommunications equipment and systems, it shall be the responsibility of the Customer to provide electricity and pay for the running cost.
29. The Company will notify the Customer in writing 7 working days in advance of any change to the non-pricing terms and conditions.
30. 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.
31. Alternatively the customer can contact the Customer Care Centre on telephone number 22900 during normal work hours 08:00am to 16:00pm Monday to Friday, excluding statutory holidays.
32. 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.

Sure South Atlantic Limited

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

Customer Care Centre Tel: + (2 9 0) 22900
Call Centre Fault line (Free) T e l : 121
Email: service@sure.co.sh

Date of Issue: 25 June 2015