



Code of Practice

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1. Introduction

The aim of our Code of Practice is to list the best ways to contact us, give you a clear guide to our services and service standards and in the event that something goes wrong, our procedure for complaint handling and dispute resolution.

If you'd like to obtain quick and easy information, report a fault or find out more about our services please visit our website www.sure.co.fk.

In 2013, Sure became a member of the Batelco Group, a leading telecommunications provider to 16 markets spanning the Middle East & Northern Africa, the South Atlantic and Indian Ocean. Sure provides national, international and mobile telephone service (mobile service coverage is limited to Stanley, Mount Pleasant Complex and some parts of Camp) and broadband service.

2. Our Customer Charter

- When you call us we will let you know who you are speaking to.
- All customers will be dealt with in a polite, friendly, professional and helpful manner.
- All our staff will be easily recognisable wearing corporate uniform.
- If you write to us we will aim to provide an initial response to your enquiry within 2 working days and a full response to your enquiry within 10 working days.
- We will seek the views of our customers through weekly customer satisfaction surveys.
- We will listen to our customers and act on their feedback.
- We will measure our success against customer expectations through simple benchmarked measures of performance shown in Our Customer Service Guarantee.
- Our shops will be tidy, clean and welcoming.
- All goods on display in our stores will be clearly labelled and priced.
- We will explain in full our services and promotions, ensuring that our pricing and charges are clear and simple to understand.
- We will always respect confidentiality.
- We are determined and passionate about delivering the very best for our customers.

3. How to contact Sure

If you need advice, information or help with any of our services we will be happy to answer your questions, simply call freephone 131. Alternatively you can contact us using one of the following options:

All sales, general enquiries & customer service:

Tel: +500 20800, Fax: +500 20811, freephone 131, Email: info@sure.co.fk

Fault reporting (24/7):

Tel: +500 20855 or freephone 121

You can visit our stores:

Sure Offices, Ross Road Stanley or inside the FIC West Store at Mount Pleasant

Visit our website: www.sure.co.fk

On our website you can contact us, find out about services, monitor your broadband usage and request e-billing.

4. Services from Sure

Sure provide a wide range of services. Please contact us or check our website for the latest details.

4.1 Telephone Service

Our telephone service is available across the Islands for both national and international calls.

You can choose to have your own line installed, use one of our many payphones situated across Stanley and Mount Pleasant or by purchasing a telephone card you can use with any of our telephones or payphones. The credit from your telephone card is used to pay for the call, avoiding any charges going onto the telephone bill of the person whose telephone you are using. Please note that using the telephone card system on a roaming mobile phone will likely incur additional charges from your provider.

We offer international off peak rates which are between 6pm - 6am Monday to Thursday and 6pm Friday to 6am Monday.

All residential landline customers can apply to join our Talk Away service which takes 10% off the cost of the call to three international telephone numbers of your choice.

For more information on our call tariffs, Talk Away and special telephone features visit our website.

4.1.1. How to order your phone service

Applying for a telephone line is easy, just complete an application form which is available from our shops in Stanley and Mount Pleasant, by telephoning our Customer Services Team on freephone 131 or by downloading from our website. All application forms must be signed by the person responsible for paying the bill before a service will be provided.

4.1.2. New Customers

For new customers with a Falkland Islands bank account we encourage payment by direct debit, as this ensures your bill is paid on time and avoids incurring interest charges.

A deposit may be required; we will discuss this with you when you apply for a new account. Your deposit must be paid before we will set up your service.

We will also set a credit limit on your account, which means that if your spend reaches your credit limit you will be notified and asked to pay an interim payment straight away.

Telephone accounts will be held in a sole name, although there can be joint signatories who can deal with matters relating to the account.

4.1.3. How long will it take to install?

We aim to provide all new residential telephone installations within 10 working days. For businesses we aim to install new lines within 7 working days (provided there is a phone line to your premises). If we need to arrange a survey before carrying out the work, or need to lay extra cabling, it may take us longer. If so, we will inform you how long the work is likely to take.

For new installs, wherever possible, and on all new building sites in Stanley, telephone service feeds will be underground. Sure will be responsible for all trenching associated with the new service installation up to the boundary of the property. It is the owner's responsibility to provide a trench between the boundary and the building. Any reinstatement after installation of the ducting must be carried out to the satisfaction of Sure. Should it not be possible for the owner to undertake this work, Sure will arrange for a contractor to undertake the job, however the cost will be charged to the customer. Please contact our Engineers on freephone 131 to arrange an appointment or consultation on guidance on the trench route and depth etc. Sure will provide the duct and cable and carry out the installation once the trench has been completed. Installations in Camp will be assessed on an individual basis.

4.1.4. Moving or cancelling your service

If you wish to terminate your service, please contact Customer Services on freephone 131 allowing at least 3 working days notice. If you are leaving the Islands, your line must be terminated sooner to allow for your final bill to be prepared and paid. All bills must be settled before your departure, default of payment will lead to loss of any deposit that may have been paid.

If you wish to have your telephone or internet disconnected or moved to a new location, please contact Customer Services on freephone 131, giving as much notice as possible. Less than 10 days' notice may result in your requirements not being met. For termination please note your conditions of contract. Please note disconnections can only be made during normal working hours; Monday to Friday 08.00 to 12.00 and 13.00 to 16.30 (excluding public holidays)

4.1.5. Extra sockets

If requested we can install extra sockets, however you will be charged for this service. If you install your own extra sockets and there is a fault with this part of your service, you will not be covered by our customer charter.

4.1.6. Malicious calls

Malicious calls are annoying and worrying and we take this problem very seriously. If you receive a malicious call please report it directly to the Police, we will work closely with them to tackle the problem.

Here are some simple tips for dealing with malicious or persistent nuisance calls:

Do not enter into a conversation with the caller.

Calmly place the handset down.

Never give out your name or address or personal information about you or your family.

Put an answer phone on your telephone line to intercept and screen your calls.

Contact the Police straightaway.

4.2. Broadband Service

Our pay monthly broadband service offers the choice of six different packages designed to cater for all of our customers' needs.

If the minimum term for the broadband service has not been completed, an Early Termination Charge will apply.

Alternatively you can simply use our extensive Wi-Fi hotspot coverage in Stanley, Mount Pleasant and the Islands by purchasing a pre paid card. For more information or to apply for broadband please visit our website, pop into one of our stores or call us on freephone 131.

4.2.1. How to get connected

If you want a broadband package you will first need to have a telephone line installed. To apply for broadband, just complete an application form which is available from our shops in Stanley and Mount Pleasant, by telephoning our Customer Services Team on freephone 131 or by downloading from our website.

Provided that you have a telephone line connected your service will be available within 3 working days from receipt of your application form.

If you need help choosing your package our Customer Services Team can help, call freephone 131.

4.2.2. How to upgrade or downgrade your package

Upgrading - you can upgrade your package at anytime during your contract period. All upgrades take effect from the 1st of the following month. To upgrade your package you will need to complete an upgrade application form.

Downgrading - you can downgrade your package after you have completed your initial contract period, a small charge will be made to change your package. All downgrades take effect from the 1st of the following month. To downgrade your package you will need to complete a downgrade form.

Two working days' notice are required to upgrade or downgrade your package.

If you downgrade your package and then upgrade your package within a 60 day period, there will be an administration charge for your upgrade.

Forms are available from our shops in Stanley and Mount Pleasant, by telephoning our Customer Services Team on freephone 131 or by downloading from our website.

4.2.3. Authorising excess usage and applying boosters

In October 2017 we introduced a 'hard stop' where upon a customer will become disconnected at the end of the hour in which they have reached 100% of their package allowance. Though usage may show in excess of 100% at the time of disconnection, this will not be chargeable unless customers specifically request to purchase a package

booster, or opt-in to overage charges. One Booster can be purchased in any month and they are available in a range of sizes and cost, charges will be applied to your account. Overage will be charged at the rate advertised for your broadband package.

To request a booster or authorise excess data charges, telephone Customer Services on freephone 131 informing our representative of your choice of data booster, or if you are opting in to excess charges.

4.2.4. How to terminate your service

If you wish to terminate your service, please contact Customer Services on freephone 131 allowing at least 3 working days notice. If you are leaving the Islands, your line must be terminated sooner to allow for your final bill to be prepared and paid. All bills must be settled before your departure, default of payment will lead to loss of your deposit. Forms are available from our shops in Stanley and Mount Pleasant, by telephoning our Customer Services Team on freephone 131 or by downloading from our website.

Early termination during the initial period will result in an early termination charge. Termination will take effect immediately, however you will be charged for the remainder of the month.

4.3. Wi-Fi service

We offer over 60 Wi-Fi hotspots around the Falkland Islands. The service is accessed through the use of pre-purchased Wi-Fi cards which are available from many retail outlets and most Wi-Fi hotspot locations. For a full list of hotspot locations and retail outlets please visit our website.

4.4. Other internet services

As the internet service provider in the Falkland Islands we offer a range of other services including rental of webspace, issue of domain names, additional e-mail addresses and a file transfer service. For more details on these or other services contact our Customer Services Team on freephone 131.

4.5. Payphones

We run a wide network of payphones across Stanley and Mount Pleasant which operate on either a prepaid phone card or by coin. To locate your nearest payphone or obtain a full list of Stanley payphones please visit our website www.sure.co.fk, for Mount Pleasant please contact our Customer Services Team on freephone 131.

You can make free emergency calls from all of our payphones by dialling 999. You can also contact us by dialling freephone 131 for Customer Services or 121 for our help line.

4.6. Directory services

We publish a telephone directory periodically and supply one to each landline account holder free of charge, and to Premium mobile account holders on request. Additional copies are available at a charge, for more information please contact our Customer Services Team on freephone 131.

Customers are entitled to one free directory for each telephone, fax or Premium mobile number. Additional entries i.e. another person or business with the same telephone number will attract a charge for each additional entry. One

e-mail address will be published in the directory free of charge; any additional entries will attract a charge. Please note that e-mail entries are included in the directory on request.

You can choose not to have your name, address and telephone number published in our telephone directory or made available through our directory enquiries service, this is known as ex-directory. To make changes to your entry contact our Customer Services Team on freephone 131, all amendments will appear in the next edition of the telephone directory.

Our directory can also be accessed online on our website. This is only available locally and cannot be accessed from overseas. It is up to date at all times.

We offer a directory enquiry service which can be accessed by dialling 181. You can make an unlimited number of directory enquiry requests during a call. For the cost of calls to 181 please visit our website.

Whilst every care is taken to compiling the directory, no liability is accepted for loss or damage directly or indirectly attributable to any errors or omissions. We cannot reprint the telephone directory, however any error or omission will be corrected for the next edition, or immediately on the online version.

4.7. Mobile services

Sure operates a mobile phone service branded as Sure. It provides coverage across the main residential areas of the Falklands; Stanley and Mount Pleasant and through roaming agreements with other mobile network providers a service is also available in a number of countries across the world. Sure services includes voice, text messaging, sometimes called SMS, data and picture and video messages, sometimes called MMS.

For a list of our roaming partners and how to use your phone abroad please visit our website www.sure.co.fk.

4.7.1. How to set up a mobile service

It's easy to set up a mobile account, all you have to do is choose one of our packages which best suits your needs, and then complete a mobile application form. If you visit our shops in Stanley or Mount Pleasant you can walk away with your SIM ready to go. Alternatively, pay as you go SIM packs are also available through a number of independent retailers in Stanley and Mount Pleasant.

Our mobile phone service offers a choice of packages. Pricing depends on the package you choose. For more information on packages, pricing and our terms and conditions please visit our website.

4.7.2. Lost or stolen phone

If your phone has been lost or stolen please contact our Customer Services Team on freephone 131 immediately so that we can stop any further phone calls being made. Please also contact the Police to report the theft and have them start an investigation.

4.8. Sure business

We can offer our customers a complete business communications solution including:

- Systems planning
- Consultancy

- Communications equipment
- Corporate network solutions
- Business telephone systems

We have local expertise in communications technology including a resilient fixed network, private circuits and worldwide network connections.

Contact our Customer Services Team on freephone 131 to discuss your requirements.

5. Bills and payment

In this section we describe how we ask for payment and the help we can give you if you have problems paying your Sure bills. We also explain what action we take if you can't or don't pay.

Services are provided on the condition that the person(s) or organisation requesting the service will accept full responsibility for payment of ALL items billed. Bills for services are sent monthly. Cost of calls will be charged to your next month's bill. Rental charges for all services are charged monthly in advance, except your first month's charge which will appear on your first telephone bill and will be pro rata for the number of days you had the services.

We offer a range of payment options:

- Bank transfer from your current account online. We don't charge for this facility, but you should check with your bank or building society concerning any charges or terms and conditions that might apply. You will need to quote our bank account number (11339451) and sort code (18-50-08). You will be asked for a reference number - please use your SURE account number, which is shown at the top right corner of your bill.
- Paying in person at our shops; Ross Road, Stanley or FIC West Store at Mount Pleasant; by cheque, cash or credit card.
- Directly into our Standard Chartered Bank account 002009908000
- By direct debit (forms are available from our Customer Services Team who can be contacted on freephone 131, or at either of our shops).

Bills can be posted or sent electronically. The benefit of an e-bill is that you can opt for itemised billing free of charge, this normally costs £2 per month per telephone number.

Customers are respectfully reminded that payments not made by the due date, which is shown on the bill, will result in 5% interest being added to the outstanding amount. If the bill remains unpaid it could result in disconnection of your service and a fee being charged for reconnection. Recurring late payers will be asked for a deposit before their service is resumed. To avoid such inconvenience we would ask that customers pay their bills promptly.

If you are leaving the Islands for a period of time, we request your telephone bill is settled before you leave.

5.1. Payment difficulties

It is important that you contact us straight away if you are having difficulties paying your bill. The earlier we know the more help we can give you.

There are a number of solutions available to help those having financial difficulties:

- A repayment plan will help you to pay the outstanding amount over an agreed period of time. When we agree

the repayment plan we will take your past payment history into account.

- A restricted service - if we believe it will help you avoid a larger debt building up, we may ask you to agree to have your service restricted until you have completed your repayment plan.
- We can bar international calls where they have contributed towards your payment difficulties.

5.2. Unpaid bills

If we do not receive payment by the date shown on your bill, we will send a reminder. If you leave an amount unpaid and do not let us know that you are having difficulties paying your bill, you risk disconnection of your service.

When a bill is sent to you and payment is not received by the stated date we will apply the following procedure:

- Payments not made by the due date which is shown on the bill will result in 5% interest being added monthly to the outstanding amount.
- We will send you a reminder stating that payment must be made within 7 days.
- If after a further reminder payment has not been made within the requested timescale your service will be disconnected.
- Once disconnected your services will not be reconnected until we have received full payment of the outstanding amount.
- We will also make a charge for restoring your service.
- If you do not pay the outstanding amount after your service has been disconnected, your contract with us will be terminated and legal action will be initiated to recover the debt. We may pass the outstanding amount (including any late payment fee) to a debt collection agency to collect the money on our behalf. Please note that a charge will be raised for any subsequent re-provision of telephone service.
- We reserve the right to pass on all collection costs which may result in a loss of your deposit.

6. Repair and maintenance

We carry out regular preventative and corrective maintenance on our network. Our aim is to minimise inconvenience to our customers. Whilst some preventative and corrective maintenance can be done remotely and without affecting service, there are some occasions where a visit is required and / or the network affected by an outage. Whenever possible planned outages will be carried out overnight and customers given 3 days notice.

6.1. How to report a fault

Should you have a fault with your Sure supplied equipment or telephone line please report it at once by calling our fault reporting service on freephone 121 or email faults@sure.co.fk.

When you log a fault, our staff/engineers may ask you to carry out a number of checks to your service which will assist with the fault detection process. Where these checks do not resolve the fault, we will log your fault and assign the work to a Technician. If the Technician establishes that the fault is due to Sure equipment, the repair will be carried out within our service charter timescale at no cost to you. However, if it is established that the fault is caused by customer-owned equipment attached to the system, a call out/telephone diagnosis charge will be levied.

Please note that where customers refuse the offer of a Sure Technician to investigate the fault, we will not be liable

for any third party costs incurred, even if it is later established that the fault was the responsibility of Sure.

Sure is happy to resolve the fault with your own equipment; however a charge for this service will become due. Sometimes the fault can be resolved during the initial diagnosis telephone call or visit by our Technician. If the repair does not exceed the initial call out time, there will be no separate repair charge levied. For more details on our charges visit our website.

7. Communicating with you

We believe in effective communication with our customers and we always try to update you on our service, new services being offered or problems with our network in a timely way. We do this through a variety of media, including:

- Newsletters
- Monthly information at the bottom of your bill
- Adverts on our Facebook Page; Sure, Falkland Islands, in the Penguin News, Falkland Islands Television or on the radio
- E-mail alerts
- Our website, www.sure.co.fk

8. Checking our performance and quality

This section deals with how we check our own performance and what you can expect when you buy equipment from us.

8.1. Customer satisfaction surveys

We continually seek your views on our service through regular customer satisfaction surveys. We review all survey results and introduce change where appropriate. Whilst we want to hear what you have to say, should you be contacted, our surveys are completely optional.

8.2. Faulty equipment and accessories

If for any reason you find a fault with the equipment you've bought from us, you should immediately return it with your receipt and equipment guarantee (applicable items only).

If your equipment is faulty and under warranty we may replace the item or arrange repair. If the item is sold out, you may be given the opportunity to select an alternative. If there is no suitable alternative we may refund your money.

Please note that we have the right not to offer you an exchange if:

- You have damaged the equipment in any way.
- The fault is due to something you have done.
- We told you about the fault before you bought the item.
- We suspect the item has been damaged by you.

If we suspect the item has been damaged by you and it is under warranty we will return your goods to our supplier for repair. If they advise us that the fault was not due to your actions, the item will be repaired and returned to you.

If the fault is due to your actions we will provide you with a cost of repair and you can decide if you want the repair to be carried out at your own cost, or the item returned to you at your cost.

9. Prices

We publish a standard price list. For up to date information please visit our website www.sure.co.fk or call Customer Services on freephone 131.

10. Customer Service guarantee

We offer a service guarantee for the provision and repair of our fixed line and broadband service. We are not responsible for the repair or maintenance of any third party equipment or service. If you have a problem with our service, it is important that you let us know. This section explains our service charter and what we will do if we do not comply with these standards.

You need to have a clear understanding of when you will receive the service. We promise where capacity is available and service is offered, to meet maximum service delivery times shown in the table below. After acceptance of an order¹, we will meet the agreed delivery times.

Maximum Service Delivery Times

Service Type	Maximum Delivery Time (Working Days)	
	Stanley	Camp
Business or Government Line ²	7 Days ⁴	10 Days ⁴
Residential Line ²	10 Days ⁴	10 Days ⁴
Broadband Internet Services	3 Days ^{3&4}	3 Days ^{3&4}

If we exceed the delivery times without your agreement you will be entitled to claim a refund equivalent to that of the installation charge levied on the service. If an installation charge is not levied, you will be entitled to claim the first month's rental charge for the delayed service, please note for broadband services you will be entitled to a maximum of £20.

Provisioning and fault repair timescales for Mount Pleasant customers do not apply, as they are outside our charter and beyond our control.

Fault repairs

You need to rely on our service, to be given accurate information about when service can be resumed and to be kept informed of the progress of repairs.

We promise that you will be able to report faults 24 hours a day, 365 days a year and we will respond to your report within the following timescales. If your fault cannot be repaired within this timescale, you will be notified and given a specific time of completion. The table on the next page shows the fault repairing timescale and the scale of

compensation. Should you be entitled to compensation it will appear as a credit on your next telephone bill.

Service Type	Respond within	Compensation - Stanley	Compensation - Camp
Business	1 working day	After 2 working days ^{4*} - a daily rental credit for each whole day that we are late in repairing the service ⁴	After 5 working days ^{4*} - a daily rental credit for each whole day that we are late in repairing the service ⁴
Residential	2 working days	After 3 working days ^{4*} - a daily rental credit for each whole day that we are late in repairing the service ⁴	After 7 working days ^{4*} - a daily rental credit for each whole day that we are late in repairing the service ⁴

*This means midnight on the 2nd,3rd,5th or 7th working day after you reported the fault. We will treat a fault reported after 16.30 on a weekday or anytime at weekends as if you have reported the fault at 8am on the next working day.

¹The agreed delivery times will be met after a credit check has been completed and the order has been approved for credit.

²Direct exchange only.

³Following the installation timescale of a telephone line.

⁴Sure will not be responsible for delays or service failures outside of its control e.g. acts of nature, service failings of other providers, availability of transport to reach some Camp locations, customers delaying access to their premises.

Billing

You need to receive an accurate bill.

We promise to supply an accurate bill each month.

Operator Services/Directory Enquiries

You need to have calls answered promptly and courteously.

We promise to answer 100% of operator service calls within thirty seconds.

Information

You need to receive timely and accurate answers to your questions.

We promise that, within Sure normal working hours, you will be able to speak to a Customer Service representative on the telephone with, on average, no more than a thirty second wait. The representative will either answer your question immediately or will get back to you within seven working hours.

Payphones (in Stanley only)

You need payphones that are reliable.

We promise that our payphones will not be out of service for longer than seven working hours on more than two occasions each month.

Choice of Service

You need access to a range of service that provide you with options for meeting your communications needs. We promise to supply a range of services in a flexible manner that provides a solution to your communication needs.

Claims

Claims can be made by the person who rents the line within three calendar months from the last day to which the claim relates, except where specifically indicated in this Charter. Sure accepts no liability for failure to meet the Charter service levels.

The only occasions on which these standards will not apply are for circumstances beyond the control of Sure. All service and fault refund claims should be made through our Customer Services Department in writing. We actively seek your comments to improve the service we provide to every customer.

If you are not satisfied with Sure performance of this Charter, then please contact our Customer Services Department:

Telephone 20800 or freephone 131, Fax: 20811 or E-mail: info@sure.co.fk

Normal working hours are: Monday to Friday: 08.00 - 16.30

Sure reserve the right to amend this Charter at any time.

10.1. Dealing with complaints

We are committed to giving our customers the best possible telecommunications services. Despite our best efforts, things can go wrong, and when they do we want to know so that we can put them right as soon as possible.

Should you have a fault with your Sure supplied equipment or telephone line please report it at once by calling our fault reporting service on freephone 121 or email faults@sure.co.fk. More information can be found in section 6.1 of this code of practice.

If you wish to discuss any aspect of our service then please contact us as follows: Telephone 20800 or freephone 131 or Email: info@sure.co.fk.

In the event that you are unhappy with the service, our Customer Services Team will aim to resolve your complaints quickly. Please follow the process below:

Step 1 - Contact our Customer Services Team in writing to Sure, Ross Road, Stanley, PO BOX 584 or by email to complaints@sure.co.fk. The Customer Services Team will make every effort to resolve your complaint as soon as possible, but depending on the complexity of the issue and the internal investigations required, this may take up to 7 working days.

Step 2 - If you are unhappy with the way your complaint was handled or if it has not been resolved to your

satisfaction your complaint can be escalated to our Senior Management Team where it will be reviewed by our Retail, Marketing and Customer Services Manager and Chief Executive. Your complaint escalation will be acknowledged within 3 working days and a conclusion sent within a further 7 working days.

10.2. If you are still not happy

We will do everything we can to resolve your complaint, disagreement or dispute. However, if you are still unhappy after following the previous steps, you can refer your complaint, including your final response from Step 2 confirming our complaints process has concluded, to the Telecommunications Regulator within six months from your final correspondence with us on the matter.

You can write to the Communications Regulator at:

Communications Regulator,

Room 8, Top Floor

The Secretariat, Stanley

or by E-mail to info.telecoms@sec.gov.fk

11. Confidentiality of customer information

We will treat any information we have about you in confidence and will not disclose it to anyone except yourself, or in accordance with any instructions you have given us. However there are circumstances in which we may be required by law to disclose information, such as requests from Statutory Authorities, for example Police Force or Customs and Excise. Any such disclosures will be strictly controlled.

12. Environmental policy

Sure takes its responsibility to the environment seriously and is committed to developing and maintaining good environmental standards, therefore we constantly seek ways to improve our performance.

13. Renewing/updating our codes of practice

We regularly review all our code of practice. For the most recent information on our services and prices please check our website www.sure.co.fk.

For terms and conditions of the provision of our services please visit our website www.sure.co.fk