

Northweb Reg Nr: 2016/269268/07  
VAT Nr: 4690274842



\*Must be completed and sent back to [admin@northweb.co.za](mailto:admin@northweb.co.za). No installation would proceed without signed forms.

Client Information			
Customer Name:		Contact Person:	
ID No:		Telephone No:	
Installation Address:		Cell Phone No:	
		Fax No:	
Postal Address:		Email Address:	
		VAT No:	

\* Company/Customer's name must be the legal name of a Company or Person for registration purposes.

Contract Period												
Month to Month	<input type="checkbox"/>	12	<input type="checkbox"/>	24	<input type="checkbox"/>	36	<input type="checkbox"/>	48	<input type="checkbox"/>	60	<input type="checkbox"/>	Signature

\*Please x the correct period (**Please attach ID**. This is a legislated requirement and we cannot proceed without it)

## VOIP

Connection Details: (Including VAT)		
	Quantity	Cost per Device
Yealink T21P E2 IP Desk Phone		R1050 once off <input type="checkbox"/>
Yealink W52P IP Cordless Phone with Base		R1750 once off <input type="checkbox"/>
Yealink W52H IP Cordless Phone without Base		R1050 once off <input type="checkbox"/>
LTE Package for VoIP only		R2450 once off <input type="checkbox"/>
3CX Container Hosting BPX		
Quotation Accepted	<input type="checkbox"/>	

Call Rates (Excluding VAT) ** Billing per second from the first second.	
Local & National (per minute)	
Cellular (per minute)	
International (per minute)	As per network (per request)

VOIP Port @ R55p/m	Quantity		
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Once off Costs (Excluding VAT)	
Porting Fee @R175	Quantity
Pay as you Go	<input type="checkbox"/>
VOIP Credits	R

FAX OPTIONS		
No device (Fax2Mail only)	R89ea per month	
Fax Module Once off R2500-00	R175ea per month	

\*Client must insure equipment with client's insurance broker. Insurance must be taken out on equipment. **No warranty** on lightning/power surges.

SIGNATURE

**BANK DETAILS :**  
**BCS-NET (PTY) LTD**  
**RMB CORPORATE BANK - 255005**  
**CHEQUE - 620 034 484 39**

**WWW.NORTHWEB.CO.ZA**  
**OFFICE: 015 880 0014**  
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**BANK DEBIT ORDER INSTRUCTION** (Abbreviated name as registered with the bank Northweb)

Debit Date (Please x day for debit date)						
Day of each Month	25 <input type="checkbox"/>	30/31 <input type="checkbox"/>	01 <input type="checkbox"/>	07 <input type="checkbox"/>	15 <input type="checkbox"/>	Signature

Name: \_\_\_\_\_ (Date of first debit order)  
Address: \_\_\_\_\_ Date: \_\_\_\_\_  
Contact No: \_\_\_\_\_ Contract No. : \_\_\_\_\_  
Debit Amount: \_\_\_\_\_

The details of my/our account are as follows:

BANK: \_\_\_\_\_  
BRANCH TOWN: \_\_\_\_\_  
BRANCH NO. : \_\_\_\_\_  
ACCOUNT NAME. : \_\_\_\_\_  
ACCOUNT NO. : \_\_\_\_\_  
TYPE OF A/C: \_\_\_\_\_

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorize you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorized to be issued must be issued and delivered as follows, on the last day ("payment day") of each and every month commencing on \_\_\_\_\_. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account;

I / We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**MANDATE**

I / We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned bank as if the instructions had been issued by me/us personally.

**CANCELLATION**

I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**ASSIGNMENT**

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS \_\_\_\_\_

SIGNATURE

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### **Standard Terms and Conditions for VOIP and DATA Services**

The Applicant consents to the jurisdiction of any competent South African Magistrate's court for the adjudication of any legal dispute between Northweb and the Applicant and these terms and conditions will be construed and interpreted in accordance with the law of the Republic of South Africa.

The Applicant acknowledges that the terms and conditions hereof may not be varied or cancelled except in writing and signed by Northweb and the Applicant.

In the event that any of the terms of this contract are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

Free Telephonic support is available (weekends included) from 8:00 daily until 17:00

On-site support is charged at Northweb current rates.

Please note that there is absolutely no guarantee against lightning on the equipment. Please take the necessary precaution to avoid lightning damage. Make sure that equipment is specified on your insurance

Northweb reserves the right to modify prices on one month's notice and new pricing will apply to this agreement after the notice period unless the agreement is cancelled in writing by me/us.

Payment Options: Monthly by debit order or EFT. EFT payment must reflect before on the 7<sup>th</sup> of each month. All prices exclude VAT. Interest at 2.5% p/m will be charged on overdue accounts.

In this Agreement, unless inconsistent with or otherwise indicated by the context, the following expressions shall bear the meanings assigned to them hereunder:

"Accounting Period" means a period commencing on 01:00 on 25th day of a calendar month and terminating at 24:00 on the 24th day of the next calendar month;

"Agreement" means this agreement together with its annexures and any amendments or variations hereto or thereto;

"Business Day" means any day other than a Saturday, Sunday or official public holiday in the RSA;

"Effective Date" means, notwithstanding the Signature Date, the Service Commencement Date;

"Electronic Communications" means "electronic communications" as defined in the Electronic Communications Act;

"Electronic Communications Act" means the Electronic Communications Act No. 36 of 2005, as amended from time to time;

"Electronic Communications Network Services" or ("ECNS") means "electronic communications network services" as defined in the Electronic Communications Act;

"Electronic Communications Services" or ("ECS") means "electronic communications services" as defined in the Electronic Communications Act;

"Initial Term" means the period commencing on the Effective Date and ending on the 21st anniversary of the Effective Date;

"Parties" means Providers and the Subscriber collectively and "Party" means any of the Parties as the context may indicate;

"Probation Period" means a 90-day period commencing on the Effective Date;

"Renewal Term" means a renewal for a period of 2 (two) year unless either party gives notice of its intention not to continue with the agreement 30 (thirty) days prior to the expiry of the Initial Term;

"RICA" means the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002;

"RSA" means the Republic of South Africa;

"Service Commencement Date" means the date on which the Services commence;

"Security" means a cash deposit or bank guarantee in an amount and on such terms as may be determined by Northweb in its reasonable discretion;

"Services" means the ECS and ECNS provided by Northweb to the Subscriber.

"Subscriber" means person identified as such on the cover page of this Agreement;

"Subscriber Premises" means the Subscriber's site/s where the Subscriber Premises Equipment is to be installed and the Services are to be rendered as specified in Annexure 1 hereto; and

"Subscriber Premises Equipment" means the electronic communications equipment and/or related hardware or software installed on the Subscriber Premises by Northweb to facilitate delivery of the Services.

#### **INTERPRETATION**

Headings in this Agreement have been inserted for convenience only. Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Effective Date, and as amended or substituted from time to time. This Agreement shall be construed and enforced in accordance with the laws of the RSA.

#### **TERM**

This Agreement shall continue for the Initial Term and any Renewal Term, unless terminated earlier in terms of terms of this Agreement, or unless a Party notifies the other Party in writing of its intention not to renew this Agreement, at least 90 days prior to the end of the Initial Term or the applicable Renewal Term, as the case may be. For upgraded or new services, the term of this Agreement shall commence on the Service Commencement Date of those upgraded or new services.

#### **NORTHWEB OBLIGATIONS**

Northweb undertakes to:

provide the Subscriber with the Services in a manner that is professionally acceptable in accordance with industry standards

provide training to the Subscriber, where necessary, with regard to the use and operation of the Subscriber Premises Equipment; and

Use its reasonable endeavors to keep the Services available at all times.

#### **THE SUBSCRIBER'S OBLIGATIONS**

The Subscriber shall, in making use of the Services or the Subscriber Premises Equipment, ensure that it, its employees, agents and contractors comply with all applicable laws and with Northweb's acceptable use policy.

The Subscriber shall not (and shall ensure that its employees, agents and contractors shall not) take any steps or fail to take any steps which directly or indirectly:

damages Northweb's network (or any networks interconnected to Northweb) or any part thereof;

impairs or precludes Northweb (and any person with whom it interconnects to or shares facilities with Northweb from being able to provide its Services in a professional manner; and/or constitutes, in the opinion of Northweb, an abuse of the Services.

If Northweb is of the reasonable opinion that the Subscriber or any of its employees, agents or contractors is engaged in unlawful or conduct prohibited in terms of this Agreement and/or the acceptable use policy, Northweb reserves the right to terminate this Agreement or suspend all Services to the Subscriber until such time as the Subscriber remedies the situation and, in the event that Northweb incurs any expense in remedying the effects of the unlawful or prohibited conduct, such expense shall be for the Subscriber's account and shall be payable on demand.

#### **CHARGES AND PAYMENTS**

The Subscriber agrees to pay all Northweb Charges. All payments made by the Subscriber to Northweb shall be by debit order into a bank account in the RSA nominated by Northweb in writing and shall be made without deduction or set-off and free of any bank charges. Charges in respect of any Accounting Period shall be calculated during accounting period and debited against account specified in Annexure 2.

Charges shall be invoiced monthly in arrears and all Charges shall be due and payable without demand within 7 days after date of invoice ("the Due Date") and statement.

Any amounts not paid on Due Date may, at Northweb's discretion, attract interest at Prime Rate from the Due Date until date of actual payment, both days included.

If the Subscriber fails to make payment on the Due Date, Northweb may, without prejudice to any of its rights, suspend or terminate the Services and shall be entitled to charge the Subscriber for any additional costs that Northweb may incur as a result of the Subscriber's failure to make payment on the Due Date.

A certificate signed by a director of Northweb, whose appointment and authority need not be proved, shall, unless the Subscriber can show the amount stated therein is incorrect, be proof of any amount owing by the Subscriber to Northweb under this Agreement.

Northweb may increase the Charges to reflect any increase in Northweb's costs in providing the Services which is due to any factor beyond Northweb's control including, without limitation, increases in charges by other electronic communications network service and electronic communications network service providers, foreign exchange fluctuations, taxes, levies or increased costs of third-party inputs. Northweb may increase the Charges on the 1st day of March of each year by the Consumer Price Index published by Statistics SA core inflation rate for the month of February for that year.

#### **SUBSCRIBER PREMISES EQUIPMENT**

The Subscriber may rent or purchase the Subscriber Premises Equipment. The Subscriber's election in this regard is specified in Annexure 1 When the Services require that Subscriber Premises Equipment be installed at the Subscriber Premises, the Subscriber shall provide the necessary space, electricity supply and environmental conditions required for the Subscriber Premises Equipment, subject to the Subscriber being provided with at least 48 hours written notification from Northweb.

Leased Subscriber Premises Equipment delivered to the Subscriber shall not become the property of the Subscriber and the leased Subscriber Premises Equipment shall be returned to Northweb on termination of this Agreement.

All risk in and responsibility for the Subscriber Premises Equipment shall pass to the Subscriber on delivery of the Subscriber Premises Equipment, which delivery shall be evidenced by the signature of a delivery note by an authorized representative of the Subscriber.

Northweb will instruct contractors to install the Subscriber Premises Equipment at the Subscriber Premises and further instruct such contractors to maintain the Subscriber Premises Equipment for the duration of this Agreement. Northweb's agents, representatives, employees and

SIGNATURE

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contractors may at all reasonable times enter the Subscriber Premises to inspect the Subscriber Premises Equipment or carry out any necessary repairs, replacement of Subscriber Premises Equipment or other maintenance work.

The Subscriber shall at all times keep leased Subscriber Premises Equipment in its possession and control at the Subscriber Premises and may not give up possession of the leased Subscriber Premises Equipment, in whole or in part, to any third party or remove and / or re-install the leased Subscriber Premises Equipment at a different location.

The Subscriber, shall in writing, advise the landlord of the Subscriber Premises of Northweb's ownership of the leased Subscriber Premises Equipment.

Unless expressly authorized by Northweb, the Subscriber may not make any alteration or modification to the Subscriber Premises Equipment, including the software incorporated in the Subscriber Premises Equipment. If the Subscriber Premises Equipment is lost, stolen or damaged, the Subscriber shall immediately notify Northweb thereof in writing or by facsimile or email. The Subscriber shall be liable to Northweb for the installation cost, replacement cost of the Subscriber Premises Equipment or the cost of repair if it is economically feasible to repair the Subscriber Premises Equipment.

#### GEOGRAPHIC NUMBER PORTABILITY

In the event that the Subscriber wishes to port a geographic number to Northweb, the Subscriber shall complete Northweb's standard porting request form. The necessary form can be obtained from Northweb's representative and pay the applicable GNP fees.

#### RICA

The Subscriber acknowledges that it is required to comply with the provisions of RICA and warrants that all information and documents provided are true and correct. Northweb may withhold Services if the Subscriber fails to comply with RICA.

#### SUMMARY TERMINATION

Notwithstanding anything else contained in this Agreement and without prejudice to any other remedies which a Party may have against another Party, a Party shall have the right at any time, and by giving written notice to the other Parties, to without penalty terminate this Agreement with immediate effect in the event that a party:

commits an act of insolvency or is placed under curatorship, provisional or final liquidation or sequestration, provisional or final judicial management or other similar disability; or  
being Northweb, can no longer provide all or a material part of the Services;

or being the Subscriber, fails to pay any amount by the Due Date; or  
for any reason discontinues its business operations.

#### TERMINATION FOR BREACH

If any Party breaches any material provision or term of this Agreement and fails to remedy such breach within 14 days of receipt of written notice requiring it to do so (or if it is not reasonably possible to remedy the breach within 14 days, within such further period as may be reasonable in the circumstances) from the other Party ("the Aggrieved Party") then the Aggrieved Party shall be entitled without further notice to cancel this Agreement.

The right to cancel the Agreement is in addition to any other remedy available to the Aggrieved Party at law or under this Agreement, including obtaining an interdict, cancelling this Agreement or claiming specific performance of any obligation whether the due date for performance has arrived or claiming damages.

#### TERMINATION DURING PROBATION PERIOD

Notwithstanding the provisions of clause 2, either Party may terminate this Agreement during the Probation Period at its sole discretion by giving 5 days written notice thereof to the other Party.

In the case of termination during the probation period, early termination fees shall not apply and the customer shall be refunded all installation fees paid.

#### EFFECT OF TERMINATION

Any termination or expiry of this Agreement in terms of clause 2, 4.2, 9, 10 or during the Probation Period shall not relieve the Subscriber of its obligation to pay the Charges incurred up to the time of the termination or expiry of this Agreement. Northweb may immediately invoice the Subscriber for any and all outstanding Charges accrued up to the time of the termination or expiry, the payment of which shall be due upon invoice receipt by the Subscriber.

Upon termination or expiry of this Agreement the Subscriber shall as soon as reasonably practicable take all such steps and provide all such facilities and assistance as are necessary for the recovery by Northweb of the leased Subscriber Premises Equipment supplied by Northweb. If after 30 days after the termination or expiry of this Agreement, Northweb fails to recover its systems and leased Subscriber Premises Equipment in good condition (fair wear and tear accepted) because of the acts or omissions of the Subscriber, Northweb may demand in writing reasonable compensation from the Subscriber which shall be paid by the Subscriber within 10 Business Days of the date of Northweb's written demand.

Should Northweb terminate this Agreement as in terms of either clause 4.2, 9 or 10 (pursuant to a Subscriber breach) or should the Subscriber terminate this Agreement after the expiry of the Probation Period and prior to the expiry of the Initial Term or any subsequent Renewal Term (as the case may be), the Subscriber will become immediately liable to pay the early termination fee to Northweb specified in Annexure 2.

#### CONFIDENTIALITY

During the course of this Agreement, each Party may NOT disclose to another Party certain proprietary information (including trade secrets, know-how, software, techniques, product plans, marketing plans, customers, inventions, improvements and research data) ("Confidential Information") of a character regarded by the disclosing Party as confidential. Each Party and each of its associates, directors, officers, employees, representatives, agents or professional advisers to whom disclosure is made shall hold all Confidential Information and the terms of this Agreement in confidence, and shall not disclose such information to any third party or apply it to uses other than the recipient's performance of this Agreement.

#### SUBSCRIBER FACILITIES

The Subscriber acknowledges that it is responsible for security of all its facilities used to hand over or receive calls from Northweb and will be liable to Northweb for all calls handed over to Northweb.

#### LIMITATION OF LIABILITY

Neither Party shall be liable in terms of this Agreement, in delict, contract, and warranty or otherwise for any indirect or consequential damages suffered howsoever arising. Northweb's liability for any direct damage suffered by the Subscriber, howsoever arising, is limited to an amount equal to the Charges for the preceding Accounting Period.

#### INDEMNITY

The Subscriber indemnifies Northweb, its Associates, directors, officers and employees against any loss, damage, liability and expense, arising from any occurrence caused by a negligent or wilful act or omission of the Subscriber, or any of its associates, directors, officers, employees, representatives, agents, independent contractor of the Subscriber or its customers, which indemnity shall survive this Agreement.

#### EXCLUSION OF WARRANTY AND REPRESENTATIONS

Save for those warranties expressly set out in this Agreement, Northweb makes no representations or warranties whatsoever, whether express or implied, to the Subscriber as to the condition of the Subscriber Premises Equipment or as to the fitness of the Services for any purpose whatsoever.

#### EXCLUSIONS

Northweb shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control including but not limited to acts of God, war, terrorist attack or civil unrest, compliance with applicable law, third party network outages and non-performance by suppliers or subcontractors.

#### GENERAL

The Subscriber and Northweb chooses the addresses and fax numbers specified on the front page of this Agreement as its domicilia citandi et executandi for all purposes under this Agreement. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreement, representations or warranties between the Parties other than those set out herein are binding on the Parties.

Each Party warrants to the other Party that it has the authority to enter into this Agreement.

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both Parties.

No latitude, extension of time or other indulgence which may be given or allowed by a Party to the other Party shall under any circumstances be construed to be an implied consent or a waiver by such Party.

The Subscriber shall not be entitled to cede, assign, sell, transfer, alienate, hypothecate or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of Northweb. Any purported assignment by the Subscriber shall be void and of no effect.

If any provision of this Agreement is rendered void, illegal or unenforceable the remaining provisions will not in any way be affected or impaired thereby and the Parties undertake to try to reach agreement on an alternative provision to the void, illegal or unenforceable provision.

Termination of this Agreement will not affect any rights and obligations which either specifically or by their nature survive the termination of this Agreement.

Accepted by: Name: \_\_\_\_\_ (Who warrants that they are authorized to sign)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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