

## VSAT SERVICE APPLICATION FORM

### 1. APPLICATION REQUIREMENTS

Attach the following documents to this application form

	Residential	Business	Foreign National
Copy of Identity or Passport document	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Proof of Income/Financial statements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Copy of business/company registration certificate		<input type="radio"/>	<input type="radio"/>
Security Deposit ( <i>when applicable</i> )	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Security Deposit ( <i>fixed</i> )			<input type="radio"/>
Copy of Marriage Certificate*	<input type="radio"/>		
Declaration for Joint and Several Liability form for Business customers		<input type="radio"/>	<input type="radio"/>

\* For marriage in Community of Property & Sole Proprietorship.

### 2. CUSTOMER CATEGORY

Customer Status Residential  Business  Foreign  Corporate

New Customer  Existing Customer  Your Account/Telephone Number \_\_\_\_\_

### 3. PERSONAL DETAILS *For Private Customers Only*

Title The Hon  Prof  Mrs  Ms  Mr  Dr  Rev  Other  \_\_\_\_\_

Surname \_\_\_\_\_ Full name(s) \_\_\_\_\_

Date of Birth 

D	D	M	M	Y	Y	Y	Y
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 Occupation \_\_\_\_\_

Employer \_\_\_\_\_

Identity/Passport Number \_\_\_\_\_ Citizenship \_\_\_\_\_

Street Address \_\_\_\_\_ Town \_\_\_\_\_

Postal Address \_\_\_\_\_ Post Office \_\_\_\_\_ Town \_\_\_\_\_

Contact Details: Home \_\_\_\_\_ e-mail \_\_\_\_\_

Mobile \_\_\_\_\_ Fax \_\_\_\_\_ Office \_\_\_\_\_

Preferred communication method Telephone  e-mail  Post  SMS  Cell

Next of kin/Friend name \_\_\_\_\_ Contact Number \_\_\_\_\_

#### 4. COMPANY DETAILS

Registered Name of Company: \_\_\_\_\_

Vat Registration number: \_\_\_\_\_

Type of Company: Sole Proprietor  Trading as

Private  Public  Partnership  Close Corporation

Physical address: \_\_\_\_\_

Postal address: \_\_\_\_\_ Post office: \_\_\_\_\_ Town: \_\_\_\_\_

Contact Details - Telephone number: \_\_\_\_\_ Website: \_\_\_\_\_

Fax number: \_\_\_\_\_ Email: \_\_\_\_\_

Details of owners / Directors / Members

Name / Title \_\_\_\_\_ Identity number \_\_\_\_\_ Contact number \_\_\_\_\_

Name / Title \_\_\_\_\_ Identity number \_\_\_\_\_ Contact number \_\_\_\_\_

Name / Title \_\_\_\_\_ Identity number \_\_\_\_\_ Contact number \_\_\_\_\_

#### 5. CREDIT REFERENCES

Company name: \_\_\_\_\_ Company name: \_\_\_\_\_

Account number: \_\_\_\_\_ Account number: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Telephone number: \_\_\_\_\_

#### 6. INSTALLATION ADDRESS

Street name and house number: \_\_\_\_\_

Flat/Floor/ Room number: \_\_\_\_\_

Erf/Plot/Farm/Village number: \_\_\_\_\_ Suburb: \_\_\_\_\_ Town: \_\_\_\_\_

#### Please complete this questionnaire

1. Contact name and numbers of the person to provide feedback to

\_\_\_\_\_  
\_\_\_\_\_

2. Are your premises easily accessible? (*dog or fence, gravelroad or tarred road*)

\_\_\_\_\_  
\_\_\_\_\_

3. What date and time will suit you for site survey/ installation?

\_\_\_\_\_  
\_\_\_\_\_

4. Will there be someone at the premises at the time of installation? (*specify name and contact number*)

\_\_\_\_\_  
\_\_\_\_\_

**Please complete this questionnaire**

5. Who will sign for the completed installation?

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6. Is it a new building?

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7. Will the customer provide the civil work required on site, including cement work and housefeed?

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8. Where must the line be installed? *(describe location e.g. dining room)*

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9. Which company installed your PABX / switchboard system?

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10. Further information that you may want to provide us with

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11. Direction to installation address

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12. Which banking institution supplies your credit card machine?

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**7. COORDINATES**

Longitude \_\_\_\_\_ Degrees \_\_\_\_\_ Minutes \_\_\_\_\_ Seconds \_\_\_\_\_

Latitude \_\_\_\_\_ Degrees \_\_\_\_\_ Minutes \_\_\_\_\_ Seconds \_\_\_\_\_

**8. POWER REQUIREMENTS**

AC Power (Continuous): YES  NO

If No, # hrs/day \_\_\_\_\_ Hrs/Day

#KVA \_\_\_\_\_ KVA

Average Power Failures/Month \_\_\_\_\_ #/month

DC Power: YES  NO

Voltage \_\_\_\_\_ Volt

Battery Size \_\_\_\_\_ A/h

Solar size (Watts) \_\_\_\_\_ Watts

*Note: Customer is advised to provide a Uninterrupted Power Supply (UPS) of suitable capacity to which the VSAT customer premises equipment (CPE) be connected to ensure CPE protection against fluctuating voltages which can affect the stable operation of the VSAT system and to ensure continued operation of the VSAT system during power failures."*

## 9. DIRECTORY ENTRY

Should information be printed in the directory

Yes

No

List information to be printed

Surname/Company name \_\_\_\_\_

Initials/First name \_\_\_\_\_

Telephone number(s) to be listed

\*Cell \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

\*Postal Address \_\_\_\_\_ Post Office \_\_\_\_\_ Town \_\_\_\_\_

\*Street Address \_\_\_\_\_ Suburb \_\_\_\_\_

Town/City \_\_\_\_\_

\*Indicate additional entry required \_\_\_\_\_

Directory entries indicated with \* are payable annually and will be debited directly on telephone account.

Note: Special directory entries can be arranged through the Official Advertising Contractor and Publisher of the Telecom Namibia Directory and Yellow Pages...

## 10. VSAT SERVICE

Package	192k	256k	384k	512k	768k	1024k	1536k	2048
Tick	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Data Interface Unit	1 x Ethernet port	1 x Ethernet port	1 x Ethernet port	1 x Ethernet port	1 x Ethernet port	1 x Ethernet port	1 x Ethernet port	1 x Ethernet port
Telephone Interface Unit	2 x POTS	4 x POTS	4 x POTS	8 x POTS	8 x POTS	8 x POTS	8 x POTS	8 x POTS
Number of Emails	1	2	2	3	3	3	4	4
Web space (MB)	50	50	50	100	100	200	200	200
Fax2Email numbers	1	2	2	3	3	3	4	4
Number of Voice/ Fax numbers (Monthly rental included)	2	2	2	4	4	4	4	4
Internet Usage	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Uplink (kbps)	96	128	128	192	256	384	512	512
On-net Voice Minutes	100	100	100	200	200	200	200	200

Down Payments

Yes

No

Note: Down Payment option provides the customer the option of an initial once-off payment of Customer Premises Equipment (CPE) whereby the monthly subscription fee during the contract period will be charged at a reduced rate

## 11. MODEM UPGRADES

- 2 ports to 4 ports Telephone Interface YES
- 2 ports to 8 ports Telephone Interface YES
- 4 ports to 8 ports Telephone Interface YES

Note: Once off payment for modem upgrade

## 12. TELEPHONE SET UP

In case of conversions, would you like to convert all existing services? Yes  No

If yes, provide the existing telephone numbers to be converted, indicating the corresponding service.

You have the option to select up to 8 voice services (telephone numbers) depending on the number of ports supported by the telephone interface unit.

Voice Service	In case of existing converted services, indicate the telephone line number. In case of additional line requirements, indicate "NEW"										Direct Telephone Line	Point of Sale (Credit card) Dial up	Junction Line to PBX	Fax	Other Specify (Flexi/ Public Phone)
	0	6	-												
1.	0	6	-												
2.	0	6	-												
3.	0	6	-												
4.	0	6	-												
5.	0	6	-												
6.	0	6	-												
7.	0	6	-												
8.	0	6	-												

Are there any other lines connected to the same VSAT on other account? Yes  No

If yes, please indicate.

Voice Service	In case of existing converted services, indicate the telephone line number. In case of additional line requirements, indicate "NEW"										Direct Telephone Line	Point of Sale (Credit card) Dial up	Junction Line to PBX	Fax	Other Specify (Flexi/ Public Phone)
	0	6	-												
1.	0	6	-												
2.	0	6	-												
3.	0	6	-												
4.	0	6	-												

Hunting facilities

Indicate the number on which the service is required:

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## 16. PAYMENT UNDERTAKING

I/We \_\_\_\_\_ the undersigned, in my/our capacity as \_\_\_\_\_ of the business and in my personal capacity.

1. Hereby warrant / agree that I am duly authorized by the applicant to make this application on his / her behalf and that the above information and copies of attachments are true and correct.
2. Do hereby on behalf of the applicant accept and agree to the terms and conditions of the contract.
3. Do hereby acknowledge and agree that by my signature hereto I bind myself or my principal in according with the terms and conditions, as surety and co-principal debtor in solidum with the applicant in favour of TELECOM NAMIBIA for the due payment by the applicant of all amounts which may now or at any time hereafter become payable by the applicant to Telecom Namibia Limited.

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

D	D	M	M	Y	Y	Y	Y
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Signature: \_\_\_\_\_

D	D	M	M	Y	Y	Y	Y
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(Spouse\*) /Legal Guardian:

Note: Declaration Form of Joint and Several Liability for Business Customers to accompany this application.

## TELECOM NAMIBIA USE ONLY

Corporate  Retail: SMLE  Retail: Prepaid

Whole Sale  Retail Residential

Customer Relationship Manager  Sales Team  Teleshop

All legal documents attached  ITC Approved

Checked customer history records  Security deposit collected

Signature Supervisor/ Manager: \_\_\_\_\_

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

Contact number: \_\_\_\_\_ Service order number: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

## SPECIAL TERMS AND CONDITIONS

The provision of Telecom Namibia's Broadband service is subject to Telecom Namibia's standard terms and conditions although not specifically contained herein.

Telecom accepts no liability for any loss or damages to the property or equipment of the customer arising out of the provision, installation or maintenance of Broadband access service.

Telecom cannot guarantee the provision of the requested service upon the receipt of an application form. You will be formally notified after receipt of an application form on whether or not the service can be provided.

The provision of Telecom's Broadband service is subject to signal availability, distance and line sync speed limitations.

The applicable tariffs are subject to change within Telecom's sole discretion, as will be communicated to the customer from time to time.

**\*\*Telecom Namibia General Terms and Conditions apply**

## VSAT SERVICE TERMS AND CONDITIONS

By using Telecom Namibia Limited's VSAT Service, you agree that you have read, understood and are bound by

- i) Telecom Namibia's General terms and conditions
- ii) The terms and conditions that are specifically applicable to the VSAT Services, which is set out herein

Telecom Namibia reserves the right to amend its terms and conditions in its sole discretion, from time to time.

Your use of the VSAT Service indicates your acceptance of the terms and conditions which constitutes a valid and binding agreement between yourself (hereinafter referred to as the Customer) and Telecom Namibia Limited.

### 1. Definitions and Interpretation

Unless the context clearly indicates the contrary, the following words bear the meaning ascribed to them below:

- 1.1 Agreement shall mean the application form to the VSAT Service, as well as the terms and conditions referred to above.
- 1.2 Application form shall mean the document in terms of which you apply for the VSAT Service and provide personal and other information to us.
- 1.3 Customer shall mean yourself, the applicant to this VSAT Service.
- 1.4 Equipment means the hardware which is required to access the VSAT Service.
- 1.5 Effective date shall mean the date on which the VSAT Service is installed and ready for utilisation by the Customer.
- 1.6 Initial period shall mean the 36 month subscription period which will commence on the Effective date.
- 1.7 Subscription charges means the monthly subscription fee paid by you to Telecom Namibia Limited in consideration for your use of the VSAT Service.
- 1.8 Suspension means the disconnection, by electronic or other means, of the VSAT Service, thereby preventing the unauthorised use thereof.
- 1.9 Telecom shall mean Telecom Namibia Limited established in terms of sec 2(1)(b) of the Posts and Telecommunications Act 17 of 1992 with company registration number 92\282.
- 1.10 VSAT or more specifically Very Small Aperture Terminal shall mean the following, (but not limited thereto), a two way satellite ground station through which the satellite voice and data access shall be provided.

### 2. Duration and Termination

- 2.1 The provisioning of the VSAT Service to the Customer is subject to a credit check and approval by Telecom.
- 2.2 This Agreement shall endure for the initial subscription period of 36 (thirty six) months effective from the Effective date and shall remain in force for the duration of the Initial Period, where after it shall automatically renew for an uninterrupted period of 1 (one) year unless the Customer gives 3 (three) months prior notice or Telecom gives 6 (six) months written notice for the termination of the VSAT Service.
- 2.3 If the Customer terminates the Agreement at any time before the end of the initial period, for whatsoever reason, Telecom shall charge the Customer the remainder of the contractual period's subscription, which shall become immediately due and payable on the date of termination as a liquidated claim. Payment of such liquidated claim shall be arranged against the Customer's bank account via a debit adjustment or in any other means as required by Telecom from time to time.
- 2.4 If the Customer upgrades his/her VSAT Service it shall not be liable for the payment of any termination fee. The Agreement effective date for the VSAT Service upgrades will be the same as the initial date of the initial agreement, which means that upgrades fall under the same conditions as the initial agreement when it comes to agreement termination and price changes. The upgraded VSAT Service will be billed from the day these services become effective.
- 2.5 In the event the Customer terminates the Agreement, all CPE installed at the Customer's premises for the provisioning of the VSAT Service will be recovered and returned to Telecom.

### 3. Price and Payment

- 3.1 Telecom shall charge the Customer a once off installation fee which shall be payable on the date of activation of VSAT Service. Notwithstanding the aforementioned, the installation fee shall not apply to migrations of existing Customers using the Dialaway or Faraway VSAT service.
- 3.2 Telecom will issue to the Customer invoices in advance. Payment can be made via monthly debit order or in any other manner as Telecom deems fit. Payment is due within 30 days of invoice date. The Customer will receive the first invoice at the end of the month during which the VSAT Service becomes effective. This first invoice will include the pro rata payments due for the relevant part of the month during which the VSAT Service started, the payments due for the next full month, plus the set-up fees. Each subsequent invoice will include the payment due for the month succeeding the immediately following month. The Customer undertakes to pay to Telecom the prescribed rental charge monthly in advance from the date the VSAT Service is activated, which charge shall be subject to adjustments from time to time. The account rendered by Telecom to the Customer is prima facie proof of the amount due to Telecom by the Customer.

## VSAT SERVICE TERMS AND CONDITIONS (continued)

- 3.3 In the event of any interruptions to the VSAT Service for whatsoever reason, such interruption will not relieve the Customer from paying any amounts due and payable under this clause.
- 3.4 Telecom shall have the right without prejudice to any other right it may have in law, at any time and without notice to the Customer, to suspend the VSAT Service or part thereof in the event of a non-payment of any amount due by the Customer to Telecom. Telecom shall not be liable to the Customer for any losses and/or damages incurred by the Customer, as a result of such suspension. Should Telecom interrupt the VSAT Service to the Customer in terms of this provision, Telecom shall be obliged to re-establish the VSAT Service as soon as the Customer pays the outstanding amount.
- 3.5 The Customer hereby agrees to accept liability for all reasonable costs in relation to the collection of any overdue accounts, including the cost of debt collection and ITC.
- 3.6 Telecom's subscription fees are subject to change from time to time in Telecom's sole discretion. In the event of a change in subscription fees, Telecom customers will be notified through the various communication media.
- 3.7 Should the Customer request to downgrade the VSAT Service, the Customer shall pay the prescribed charges for the migration of the VSAT Service. Notwithstanding the aforementioned, the Customer shall in addition be liable for a termination fee equal to the remaining months subscription of the subscription period.
- 3.8 Should the Customer change location, for example as a result of moving from one premises to another, the Customer shall remain liable for all charges in respect of the VSAT Service at the old premises until such time as the Customer has formally, and in writing, terminated with Telecom the VSAT Services at the old location. In the event that the VSAT Service is not available at the location where the Customer has relocated, the Customer shall continue to be liable under the provisions of this Agreement. Notwithstanding the aforementioned, in the event that the Customer terminates the Agreement as a result of relocation, the provisions of clause 2 above shall apply.
- 4 Telecom's obligations
- 4.1 Telecom will deliver and install the required Equipment to the Customer. The Customer shall choose the domicilium citandi ex executandi the address as given in the application form, or any other address of which the Customer shall notify Telecom in writing, provided that such address is a recognised physical address.
- Notwithstanding the aforementioned, in the event that the premises of the Customer is located in a very remote area or in Telecom's sole opinion, not-easily accessible by road, the Customer shall provide at the Customers own expense, adequate transport and accommodation to the personnel of Telecom or its contractors to perform the initial site survey, installation and maintenance of the Equipment.
- 4.2 If in the opinion of Telecom extraordinary work is required to install the Equipment e.g. digging of trenches to lay pipes and/or cables, Telecom shall only do such work upon the Customers written instruction and at the Customers own expense.
- 4.3 Telecom shall provide to the Customer the voice and data connectivity for the applicable package selected by the Customer in the application form.
- 4.4 Make the toll free Telecom customer centre available to the Customer at all times.
- 4.5 Collect the subscription charges from the Customer.
- 5 Customers obligations  
The Customer is required to ensure that the equipment the Customer intends to use in order to receive the VSAT Service is compatible with Telecom's technical specifications. Notwithstanding the aforementioned, Telecom shall not be liable to the Customer for whatsoever reasons, in the event that the Customer utilises the VSAT Service while the equipment does not conform to Telecom's specifications.
- 6 Telecom Acceptance Use Policy
- 6.1 The Customer shall ensure that it will only use the VSAT Service for purposes:
- 6.1.1 That is lawful  
6.1.2 For which it was designed
- 6.2 The Customer shall ensure that it does not use the VSAT Service, directly or indirectly, in a way that is:
- 6.2.1 Harmful, obscene, discriminatory, fraudulent or illegal  
6.2.2 Constitutes hate speech, incitement to commit criminal acts, an invasion of privacy or infringes copyright or other intellectual property  
6.2.3 Spreads viruses or other computer or communication software, programs, code or files which impede or destroy the functionality of any computer or communications software or equipment  
6.2.4 Interferes with any third party's use of the VSAT Service or other services  
6.2.5 Transmits unsolicited bulk messages (spam)  
6.2.6 In any way, which in the opinion of Telecom, is or is likely to be detrimental to the provisioning of the VSAT Service, the Customer or any other Telecom Customer  
6.2.7 Otherwise breaches the terms and conditions of this Agreement or Telecom's general terms and conditions  
6.2.8 In any unlawful manner, in contravention of any legislation, laws, license or third party rights.
- 6.3 Notwithstanding the aforementioned, the Customer shall not use the VSAT Service in any manner that interferes with Telecom's ability to provide the VSAT Service to other customers or interferes with the quality and/or availability of the network.
- 7 Equipment
- 7.1 Upon the delivery and/or installation of the Equipment risk in and or responsibility in connection with the Equipment shall pass to the Customer. Telecom shall not be responsible to replace and/or repair the Equipment in the event of theft, damage, loss, destruction to the Equipment whether by negligence or otherwise. In the event of the above-mentioned occurring the Customer will remain liable to Telecom under its obligations for the remainder of the subscription period. In addition in the event of theft, damage, destruction or loss to the Equipment the Customer will be required to pay the full replacement, set-up and installation cost of the Equipment. The Customer shall ensure that it has the requisite insurance to cover at his or her own cost.
- 7.2 It is the Customers responsibility to ensure that it inspects all Equipment upon delivery and endorse the delivery note in the event of any missing or damaged Equipment.
- 7.3 It is the Customers responsibility to ensure that it has the requisite insurance to cover such Equipment at its own premises and at its cost. The value of the Equipment installed can be obtained from Telecom.
- 7.4 Ownership in the Equipment shall remain vested in Telecom Namibia until such time that the Customer's full subscription period has been completed and the Customer has paid all the subscription charges. Notwithstanding the aforementioned, all risk and responsibility in the Equipment shall vest in the Customer. Notwithstanding anything to the contrary, in the event the Customer defaults in the payment of the subscription charges or terminates this Agreement for any reason whatsoever, Telecom shall be entitled to recover the Equipment.
- 7.5 The Customer shall not make any changes to the Equipment or the antenna, i.e. such as the painting of indoor and outdoor units. In the event the Customer makes such unauthorised changes to the Equipment, the Customer shall be liable to Telecom for damages and/or the cost of replacing such Equipment.
- 7.6 Telecom shall be entitled to utilise the Equipment for any other purpose it deems appropriate in its sole discretion for example, but not limited to, utilising the Equipment for the installation of public phones or pre-paid telephones.
- 8 Responsibilities relating to Installation
- 8.1 The Customer shall provide dust free indoor accommodation with adequate ventilation to accommodate VSAT indoor equipment with dimensions: 20cm high, 40cm deep and 50cm wide.
- 8.2 The Customer shall provide a clear site for the VSAT antenna without any obstructions to the North-East with 80 degree horizontal and vertical view-angles.
- 8.3 In the event that local conditions require fencing for protection (against animals, children, vehicles etc), the Customer shall be liable to provide same.

## VSAT SERVICE TERMS AND CONDITIONS (continued)

8.4 The Customer shall make available sufficient building sand, aggregate and water for the antenna foundation as per antenna requirements.

8.5 The Customer shall provide ducting and/or wiring for telephone(s) from the indoor VSAT equipment location.

Telecom Namibia shall provide a distribution/connecting point at the VSAT indoor unit.

Ducting is required if telephones are in different buildings than the VSAT indoor unit. Within the same building non-ducted wiring is sufficient.

8.6 The Customer shall supply 24 hour uninterrupted, 220V to 240V, 50Hz pure sinusoidal, AC power supplied from a 5A circuit breaker. The system has a power consumption of 700W. It is expressly stated hereto that Telecom shall not provide power.

9 Disclaimer

It is an express condition of this Agreement that Telecom does not warrant or guarantee that the VSAT Service is:

9.1 free of errors or interruptions;

9.2 is always available and available in all areas of Namibia;

9.3 is fit for any purpose;

9.4 will conform to the Customers service level requirements;

9.5 is always secure and reliable.

10 Limitation of Liability

This clause 10 specifically excludes the entire liability of Telecom including liability for negligence and in particular, without limitation, all other expressed, implied or statutory liability.

10.1 The Customer subscribes to and uses the VSAT Service at its own risk.

10.2 Telecom shall not be liable to the Customer or any third party, and the Customer shall hold Telecom harmless against, any damages suffered by the Customer or the third party howsoever arising from the Customers subscription to or the use of the VSAT Service, including (without any limitation) any damages suffered by the Customer due to:-

10.2.1 Any interruption or error in the VSAT Service, or

10.2.2 The failure of Telecom due to events beyond its control such as, but not limited to, an act of God, satellite interference or failure, sun outages, optic fibre cable disconnection, fire, explosion, lightening, storm or any adverse weather conditions, civil war, strike, civil commotion, riot, blockade, sanctions, act of government or any authority, or other compliance with governmental orders, demands or regulations.