Application For CPE Installments

New Customer : Residential O Bus Existing Customer Account/Telephone no:	siness	
Pensioner Pension card no: TN Employee Account/Telephone no:		
Application Requirements: Attach the following documents to this application form: Copy of Identity or Passport Copy of Business/Company Registration Certificate Copy of Pension card (Pensioner's Only)	Residential Business Foreign National	
Residential Details	Business Details	
Title The Hon Prof Miss Mrs Mr Dr Rev Other Surname Full name(s) Identity/Passport number	Registered Name of Company Registration Certificate Number	
Type of service required	Invoice Account	
Type of CPE	How would you like to receive your invoice? Via Post O	
Installment period: 3 month () 6 months () 12 months ()	Postal Address Post Office Town E-mail Address	
Type of Service Required		
Mark the appropriate block(s) Conversion New New (own device)		
Direct Debit Payment		
Bank Account Type Cheque Savings Branch Code		
Account No.		
Payment undertaking		
I / We,, the undersigned,	5. (Business) Do hereby acknowledge and agree that by my signature here- to I bind	
in my capacity as of the business and in my personal capacity:	myself in accordance with the terms and conditions, as surety and co-principal debtor in solidum with the applicant in favour of Telecom Namibia Limited for	
Declare that the information provided in this application and copies of attachments are true and correct.	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.	
2. (Business) Hereby warrant / agree that I am duly authorized by the applicant to make this application on his / her behalf and that the above information	Signature Date / /	
and copies of attachments are true and correct.	Spouse / Legal Guardian Name	
3. Understand that the telephone service required will be subject to the "Post and Telecommunications Act, 19 of 1992".	Signature (Spouse *) / Legal Guardian Date /	
4. Do hereby accept and agree to the terms and conditions of this contract (see back of application form)	PLEASE ENSURE TO INITIALIZE EACH PAGE OF THIS APPLICATION FORM BE-FORE SUBMITTING IT.	

Telecom Namibia Use Only		
All legal documents attached	Sales Team ITC approved Security Deposit Collected Date / /	Teleshop 🔵
Contact number Service Order number		
Agent's Name	_ Signature	Date/

Terms and conditions

By purchasing the customer premises equipment on 3,6 or 12 months instalments, you agree that you have read, under-stood and are bound by i) Telecom Namibia's General terms and conditions

- ii) The terms and conditions that are specifically applicable to the cus-tomer premises equipment, which is set out herein
- iii) Your use of the customer premises equipment indicates your acceptance of the terms and conditions which constitutes a valid and binding agreement between your-self (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: Agreement shall mean the application for the customer premises equipment, as well as the terms and conditions contained herein.

- 1.1 Application form shall mean the document in terms of which you apply for the service and provide information to us.
- 1.2 Customer shall mean the person or entity entering into this Agree-ment and who is more fully described in the application form.

 1.3 Effective date shall mean the date on which the application for the service is ap-
- 1.4Instalments mean the monthly instalment fee paid by you to Tele-com Namibia Limited in consideration for your use of the customer premises equipment 1.5 Customer premises equipment means Telecom Namibia's hand-sets/devices as
- 1.6 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
- 2 Duration and Termination
- 2.1 The provisioning of the Service to the Customer is subject to a credit check and
- 2.2. This Agreement shall endure for the initial subscription period as per application form from the effective date and shall remain in force for the duration of the Initial Period.
- 3 Price and Payment
- 3.1 The first subscription fee shall be due and payable by the Customer in full on the Effective date. Telecom will thereafter issue to the Cus-tomer invoices in advance. Payment shall be made via monthly debit order or in any other manner as Telecom
- 3.2 Payment in respect of the Service shall be due within 30 (thirty) days of invoice date. The Customer will receive the first invoice at the end of the month during which the service becomes effective. Each subsequent invoice will include the payment due for the month succeeding the immediately following month.
- 4 Telecom's obligations
- 4.1 Telecom will upon application provide to the customer premises equipment upon credit approval as stipulated hereto above in clause 4.2 Collect the monthly credit limit charges from the Custom

It is an express condition of this Agreement that Telecom does not warrant or guarantee that the customer premises equipment is:

a.free of errors or interruptions b.Will conform to the Customers service level requirements c.Is always secure and reliable

The Customer hereto acknowledges and agrees that he/she shall not hold Telecom liable for any non-availability of services

6. Equipment

- $6.1\,\mathrm{Upon}$ the receipt of the customer premises equipment to the Customer all risk in and or responsibility in connection with the customer premises equipments shall pass to the Customer.
- 6.2 In respect of the foregoing, Telecom shall not be responsible to re-place and/or repair the customer premises equipments in the event of theft, damage, loss, destruction to the customer premises equipments 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 the event of theft, damage, destruction or loss to the customer premises equipments, the Customer may be released from its obligations under this Agreement by paying the full selling price of the customer premises equipment. The Customer shall ensure that it has the requisite insurance to cover a this or her own cost. requisite insur-ance to cover at his or her own cost.
- 6.3 It is the Customers responsibility to ensure that it inspects all cus-tomer premises equipments upon receipt and endorse the delivery note in the event of any missing or damaged Equipment
- 6.4 It is the Customers responsibility to ensure that it has the requisite insurance to cover such customer premises equipment within its pos-session and at his/her own
- 6.5 Notwithstanding and in addition to the aforementioned, all rights of ownership in customer premises equipments that is leased from Telecom in respect of the Service shall vest exclusively in Telecom.
 6.6 The customer premise equipment remains the property of Tele-com Namibia until it has been fully paid off.

- 71 Telecom may, to the extent permitted by law , receive or disclose the Customers personal information, documents, detailed call records, credit profile information and/ $\,$ or any other credit in-formation from or to:
- 7.1.1 Any credit providers, credit bureau or credit reporting agencies
- 7.1.2Any law enforcement agencies that require the information for the prevention or investigation of criminal activities
- 7.1.3 Any of Telecom Namibia's shareholders, related entities, suppli-ers or professional for reporting, accounting, product supply and service, marketing and or au-
- 7.2 Notwithstanding anything to the contrary herein contained, Tele-com shall be entitled to utilise the Customers detailed call records for tracing and/or collection pur-

8. Assignment

The Customer shall not cede, assign, transfer, encumber or dele-gate any of its rights or obligations in terms of this Agreement to any third party without Telecom's prior written consent.

- $9.1\,\mathrm{For}$ all intents and purposes herein, the parties do hereby choose their domicilium citandi ex executandi as follows:
- i) Telecom Namibia Limited Head Office 9 Luderitz Street P.O Box 297 Windhoek

The address given in under address in the application form.