APPLICATION FORM



New Existing Business Private	
Application Requirements	
Attach the following documents to this application form: Copy of ID or Passport Proof of Income Copy of Company/Close Corporation/Partnership Documents Resolution of the Company/Close Corporation/Partnership authorizing the person to Suretyship (Director/Member/Partner) Security Deposit Copy of Marriage Certificate* *For Marriage in Community of Property & Sole Proprietorship	(Tick where applicable) O O O O O O O O O O O O O O O O O O
Applicant's Details	
Title: The Hon	Rev Other Specify
Type of Business (if applicable) CC PTY (Ltd) Ltd Partner Business Registration Number_	ership O Sole Proprietor O
Date of BirthOccupation	
Contact Details: (H) Email Fax	(Cell)
Marrial Status: Married in Community of Property	
Employment Details Employer_ Physical Address_ Occupation_	
Employment Contact Number	Our day Daylory
Billing Address Postal Address Suburb/Town Physical Address	Service Package Monthly Subscription Fee Connection Fee Security Deposit Initial Contract Period 12
Telephone	Bill Cycle 30 th Package
Itemised Billing Yes No	



Primary Bank Account Details	Secondary Bank Account Details	
Cheque	Cheque	
Next of Kin 1	Next of Kin 2	
Name	Name	
Relationship	Relationship	
Physical Address	Physical Address	
Suburb	Suburb	
Town/City	Town/City	
Contact Number	Contact Number	
I/We_ 1. Declare that I/we am/are properly authorised to make this application and bind the 2. Declare that the information provided in this application and copies of attachmen 3. Understand that the service required will be subject to the provisions of the Comid 4. Do hereby accept and agree to the terms and conditions of this contract (see backfull Name(s)	, the undersigned: te applicant legally upon acceptance of this formal offer by TN Mobile; ts are true and correct; munications Act 8 of 2009; ck of application form). Signature Signature Signature 20	
For Officia	l Use Only	
Shop/Distributor	Credit Rating	
SIM Number	Approval Usage Limit	
Completed By: (Print Name)	Application Captured By	
Dealer Code	Signature (1)(2)	
Signature:	Date: (1)/20 (2)/20	
Date://20		
Suretyship Provided Security Deposit Collected All Legal Documents Attached		

TERMS AND CONDITIONS OF SUBSCRIBER SERVICE AGREEMENT

- The headings to the clauses of this Agreement shall have no effect upon its interpretation, and the various provisions of this agreement constitute one indivisible contract.
- In this Agreement, except where the context clearly indicates a contrary intention, the singular includes the plural and vice versa, words importing the masculine gender include the other gender and vice versa, the word "Person" includes a company, and any other juristic person and a partnership and any other body of persons (whether incorporated or unincorporated).

Definitions

TN Mobile.....

In this Agreement, unless the context otherwise indicates, the following words and phrases shall have the following meanings: $\frac{1}{2} \int_{-\infty}^{\infty} \frac{1}{2} \left(\frac{1}{2} \int_{-\infty}^{\infty} \frac{1}{2} \left$

Telecom
Commencement Date
The Parties Cellular Number
Charges/Fees
Licence
Network
Offer
SIM Card
Subscriber
Business Subscriber
Student Subscriber
HandsetThe System
Agreement

Shall mean the period of this Agreement as set out below and as applied for by the applicant.

Shall mean the brand and/or product name used for devices and products of services provided by Telecom Namibia Limited.

Shall mean Telecom Namibia Limited a company incorporated under the laws of the Republic of Namibia with company registration number 92/282.

Means if no conditions are imposed by Telecom, the date upon which Telecom signs the acceptance of the application by the Subscriber to conclude this Agreement.

Shall mean the Subscriber and Telecom, and Party means any one of them. Shall mean the Mobile Station International

Subscriber Directory Number programmed into each SIM card by Telecom.

Shall mean the connection charges, monthly subscription charges, late payment charges and termination charges, usage, phone instalments and monthly fees for add-on services, up/down grading charges, buy-out fees, rebates, refundable foreign deposits and any other reasonable charges as determined by Telecom.

Shall mean the licence granted to Telecom by CRAN to operate the Network. Shall mean the Communications Regulatory

Authority of Namibia.

Shall mean the GSM Cellular Mobile Telecommunication Network provided by Telecom in Namibia, and any other GSM Cellular Mobile Telecommunication Network provided by an operator situated outside the Republic of Namibia with whom Telecom may contract to provide services to subscribers to the Network in Namibia

Shall mean the application appearing in the Application for Private/Business Subscribers Agreement made by the Subscriber to Telecom or its Authorized Dealers to conclude this Agreement.

Means a Subscribers Identification Module which is a card issued to the Subscriber which, when activated by Telecom, enables the Subscriber to access the services provided by Telecom.

Shall mean the relevant person named on the Application for services and shall include business, private or student subscribers to Telecom's service.

Subscriber who utilizes the Business Package through a business who undertakes that he/she shall only cause cell phone users who are bona fide employed by the Subscriber to be connected to this Business

A Subscriber who utilizes the Student Package through an Institution who undertakes that he/she shall only cause cell phone users who are bona fide students of the Subscriber to be connected to this Student Package. Proof of registration and enrolment should accompany any student application before any offer will be considered by Telecom.

Means a GSM terminal (as defined in the Licence) or mobile phone.

Shall mean the Digital Cellular Mobile

Telecommunication system using the GSM standard as defined by the European Technical Standards Institute operated by Telecom.

Shall mean this Agreement together with all the Annexures.

Shall mean the 12 or 24 month subscription period(s) for the service package which will commence on the effective date.

Shall mean the monthly subscription fee paid by you to Telecom Limited in consideration for your use of the service.

Governing Law

Monthly Subscription Fee.....

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of Namibia.

Appointment on Application

- Subject to the terms and conditions of this Agreement, the Subscriber hereby appoints Telecom and Telecom hereby accepts such appointment to provide the services as set out in this Agreement.
- Cession of this Agreement will be by agreement between the parties.

Duration and Termination

- The Offer shall be irrevocable for a period of 30 (thirty) days from date of signature of the a. application overleaf, and this agreement shall only come into operation upon the acceptance by Telecom of the Offer before the expiry of the said period.

 This agreement shall endure for the following initial subscription periods as per the effective
- This agreement strain endure on the following initial subscription periods as per the enective date reflected on the application form, and shall remain in force for the duration of the Initial Period. Thirty (30) days before the expiry of the duration of the contract, Telecom Namibia shall in writing notify the Subscriber that the contract is coming to an end and that he/she is entitled to extend the Agreement for a further contract period in which event the Subscriber would be entitled to an offer for a new device.
- The extension of the subscription agreement in accordance with this clause shall be in writing and shall be signed by or on behalf of both parties. In the event of such extension, the remaining provisions of the subscription agreement will apply. Where the Agreement is not extended in accordance with the provisions of this clause but
- nevertheless continues to operate indefinitely on a thirty (30) day period, then the subscriber shall be automatically transferred to a standard package with a reduced subscription and no
- 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.

Payment on Application

The Subscriber shall, upon approval of the Offer, pay to Telecom an amount equal to a connection fee and full month's subscription charge as determined by Telecom and notified to the Subscriber at the time of signature of the Offer. Future monthly subscription charges shall be payable monthly in advance, and Telecom may require, in its exclusive discretion, the Subscriber to pay a deposit in an amount as determined by Telecom, and which deposit shall be held in a non-interest bearing account by Telecom. At the expiration of this Agreement, all charges still outstanding at such date will be set-off against the said deposit. The remaining balance, if any, shall be refunded to the Subscriber. Any shortfall after set-off as aforesaid, shall be paid by the Subscriber within 7 (seven) days after the termination of this Agreement.

Subscriber's Obligations and Rights

- The Subscriber undertakes to: Use only authorized SIM cards/Products;
- Not tamper with or in any way knowingly damage the SIM cards/Products;
- Supply relevant information required in order to satisfactorily render the service:
- Not do or omit to do any act or thing, or act in any way which may damage any property or system or however cause the quality of the services to be impaired;
- Not to abuse or allow the abuse of any of the emergency numbers provided by Telecom;
- Comply with all reasonable or necessary requests for information made by Telecom and comply with all other necessary or reasonable requests made by Telecom;
- Comply with all reasonable instructions given by Telecom in relation to the use of the Cellular Number, the SIM Card and the services;
- Not use or allow others to use the services for any improper, immoral or unlawful purpose; Allow Telecom to carry out a credit enquiry by accessing the ITC Namibia (Pty) Ltd
- database or any other similar credit database.

If the service includes a Handset:

- The Subscriber shall, at his own expense, take out insurance cover on each and every Handset
- subscribed to, and proof of such insurance shall be provided to Telecom upon request. The Subscriber acknowledges that the ownership of the Handset rests with Telecom until the end of the contract period provided that the Subscriber shall have paid the monthly subscription charges in respect of the contract period in full in which event the ownership of the Handset shall pass to the Subscriber.
- Risk in the Handset shall pass and remain with the Subscriber upon its delivery to the Subscriber by Telecom or its Authorized Dealer.

Service Provider's Obligations and Rights

- Telecom may, upon application, carry out a credit enquiry in respect of the Subscriber by accessing the ITC Namibia (Pty) Ltd database or any other similar credit database.
- Telecom shall have the right, without furnishing any reason therefore, to accept or reject the Offer. In the event of the Offer being rejected by Telecom, Telecom shall forthwith notify the Subscriber of such rejection.
- In the event of the Offer being accepted by Telecom, such acceptance may be
- unconditional, subject only to the terms of this agreement, or may be subject to: A limit on the type and/or value of services to be made available to the Subscriber; or
- A limit on the type and/or value of services to be made available, and payment of a deposit to be determined by Telecom; or
- A pre-payment and/or a deposit in an amount to be determined by Telecom for any charges to be made: or
- The initiative for this Agreement emanated from the Subscriber and this Agreement shall be deemed to have been concluded at the premises of Telecom.

Provision of Services by Telecom

- Telecom shall:
- Use its best endeavors to provide and maintain the availability of the Mobile telecommunication service to the Subscriber throughout the period of this Agreement, but does not warrant that the same will be provided without interruption and does not warrant the services will not be suspended/disconnected once the credit limit (if applicable) is attained by the Subscriber;
- Rectify any fault in the system at the earliest possible moment; Render the service and provide for the efficient and effective operation of the System;
- Provide the Subscriber with a Cellular Number and SIM Card and connect the Subscriber to the Network pursuant to the provisions of this agreement;
- Maintain a suitable information system to properly control the provision of the services to the Subscriber.
- Telecom shall provide the services with effect from the Commencement Date provided that, the Subscriber:
- Shall have paid the connection and monthly subscription charges at the time of signature and:
- Shall have complied with any condition imposed in terms of sub-clause 8.3, and;
- Notwithstanding the provision of the above, the Subscriber acknowledges and agrees that the billing of charges that relate to roaming calls made and received by the Subscriber are dependent on the receipt of the call records from the relevant roaming network. Therefore, the roaming charges will only be billed to the Subscriber's account upon receipt of these records by Telecom.

10. Pricing and Payment for the Defined Services

- Notwithstanding any special conditions imposed in terms of Clause 8, the Subscriber shall pay to Telecom no later than the due date.
- The Subscriber shall not be entitled to withhold payment in part or in full for any product or service. If an amount is not paid within 30 (thirty) days from date of invoice under or arising from this Agreement, then without prejudice to such rights as may accrue to Telecom consequent upon such failure, such overdue amounts shall bear interest on the outstanding amount at a rate equal to the prime overdraft rate per annum as published
- In the event of a Subscriber having elected to forward payment by mail, the payment shall only be deemed to be received upon Telecom having received and processed same.
- In the event of a Subscriber having elected to effect payment by electronic banking or bank deposit, the payment shall only be deemed to have been received upon Telecom receiving notification of such via bank statement.

 If the Subscriber has selected the direct debit order option at the Application for services
- for Private or Business Subscribers, he shall be deemed to have instructed and authorized Telecom to draw against the Subscriber's account indicated with the bank, and all charges will be for the account of the Subscriber.
- Should Telecom fail to disconnect or suspend the services of the Subscriber, when the Subscriber charges have reached/exceeded the credit limit, the Subscriber shall not in any way withhold payment of all or any charges on due date

Suspension and/or Disconnection of Services

- 11.1 Telecom shall have the right without prejudice to any other right it may have in terms of this Agreement or in law, at any time without notice to the Subscriber, to disconnect the services or any part thereof (and Telecom shall not be liable for losses incurred by the Subscriber as a result thereof). The Subscriber shall continue to pay the monthly
- charges in any of the following circumstances:
 During the period of any breach of the terms of this Agreement by the Subscriber and the Subscriber has failed to remedy such breach to the satisfaction of Telecom within 10 (ten) days of having received a written notice from Telecom specifying the breach and requiring it to be remedied.
- For so long as the Subscriber acts contrary to any of the provisions contained in this agreement.
- If the quality or the operation of the System or services is adversely affected due to any act or omission by the Subscriber.
- 11.2 If the services to the Subscriber are interrupted and/or disconnected as a result of the Subscriber's non- or insufficient payment, Telecom shall automatically debit the Subscriber's account with a late payment charge and the Subscriber shall be liable to pay an administrative and/or reconnection fee in an amount to be determined by Telecom.
- 11.3 If the Subscriber fails to meet their commitments to Telecom, Telecom may record the subscriber's non-performance with ITC. Telecom undertakes to give 28 (twenty eight) days written notice prior to their non-performance being forwarded to ITC or any other similar credit database.

Variation of Charges and Terms

- Variation to charges and refins Telecom may vary all or any of its charges by publishing tariffs, such variation to have immediate effect unless otherwise decided by Telecom at its sole discretion.
- Telecom reserves the right to vary the terms and conditions of this Agreement at its sole discretion, whether as a result of new legislation, statutory instruments, government regulation or licences, amendments to the standard terms and conditions of Telecom, any similar event or not, and the Subscriber hereby consents to the said variation. Telecom may, at its sole discretion, elect to notify the Subscriber of any variation in writing or to publish such variation at its principal place of business.
- Telecom reserves the right, without cause or penalty to itself, to alter any name, code or number allocated by Telecom from time to time for use in connection with the services and the Subscriber indemnifies Telecom against any liability arising from such alteration.

13. Termination

- 13.1. This Agreement is binding on the parties hereto and may be terminated only under the following terms by Telecom giving notice with immediate effect:
- Should the Subscriber fail to make any payment due in terms of this Agreement timeously, and fails to remedy this breach within 14 (fourteen) days of date of receipt of a notice giving full particulars of the breach and requiring it to be remedied.
- Should the Subscriber commit a breach of any of the provisions of this Agreement other than a failure to make a payment, and in the case of a breach capable of remedy fails to remedy same within 30 (thirty) days after receipt of notice giving full particulars of the breach and requiring it to be remedied.
- This Agreement shall be binding for the initial contract period as stated on the application form and shall continue indefinitely, unless terminated by 30 (thirty) day written notice to Telecom after the initial contract period.
- In the event of the death of the Subscriber before the end of the term of the contract, immediate notice should be given to Telecom by the next of kin. Upon receipt of the death certificate, the contract will be terminated and the outstanding balance will be claimed from the deceased estate.
- 13.2. Should the Subscriber fail to pay any charges in terms of this Agreement, or should Telecom terminate this Agreement from whatever cause arising, or should Telecom institute action against the Subscriber pursuant to a breach by the Subscriber of this Agreement, then Telecom shall be entitled to recover all legal and other costs incurred by it, which shall include but not be limited to:
- Cost in connection with the tracing of the Subscriber or the Handset; All legal costs on the Attorney and own client scale;
- Collection commission that may legally be recovered from the Subscriber by Telecom's attorney or collection agent on the amount collected;
 The cost relating to the evaluation, removal, transport, repairs, maintenance and storage
- of the Handset and all other costs incurred in order to obtain possession of the Handset
- 13.3. In the event of claimed breach of the provisions of this Agreement by either of the parties hereto, which have not been remedied as per the contract, this Agreement shall be considered terminated by the parties hereto on the date of notice by the innocent party to the other referencing the appropriate section and sub-section of this Agreement giving rise to the claim for such termination. A cancellation claim for loss of services will be a subject of arbitration.

14. Limitation of Liability and Indemnity

- Telecom shall not be under any liability (including liability for negligence) for any loss or damage or injury to the Subscriber whatsoever, no matter when or how, arising out of the provision of the services or otherwise, whether direct/indirect, consequential or
- contingent and whether foreseeable or not, and in particular shall not be liable for financial loss or loss of profits, contract, anticipated business, saving, use or goodwill. The Subscriber indemnifies and holds Telecom harmless against any expense, loss, claim, harm or damage brought against, sued or sustained by Telecom, which arises directly or indirectly out of breach of the terms of this Agreement or the use by the Subscriber of Telecom's services and/or products, irrespective of the cause thereof.

15. Consent to Jurisdiction

The Subscriber hereby consents to the Magistrate Court having jurisdiction over his person in respect of any action by Telecom arising from this Agreement or the cancellation hereof. This consent does not oust the jurisdiction of another competent court having jurisdiction and Telecom shall be entitled at its discretion to institute action against the Subscriber in any court of competent jurisdiction. The parties agree that this consent is severable and shall apply even in cancellation of this Agreement.

16. Domicilium and Notices

- 16.1. The Parties choose as their respective domicilium citandi et executandi for all purposes of this Agreement as follows:
- Telecom, 7 Luderitz Street PO Box 297, Windhoek, Namibia Fax: 085 550 0303
- The Subscriber's details as per address on application form.
- 16.2. Any notice or communication required or permitted to be given in terms of this Agreement
- Be valid and effective only if in writing or by e-mail with a copy to the CEO: Telecom or
- the Managing Director or similar position.

 If posted by letter, be deemed to have been received 7 (seven) days after delivery of such letter to the Post Office for posting or if it is transmitted by fax or e-mail, be deemed to have been received on the date and at the time of transmission, provided that such time falls within the normal business hours of 8h00 to 17h00 Namibian time, or if after 17h00 Namibian time, then at 8h00 on the next business day in Namibia.

 The parties shall be entitled at any time to change their addresses for the purpose of this
- Clause 12 to any other address by giving written notice to that effect to the other

Failure of either party at any time to require performance of any provision hereof shall not affect the right of the other to require full performance thereof at any time thereafter and the waiver by either party of a breach of any provision shall not constitute a waiver of any other breach thereof or nullify the effectiveness of such provision.

Disclaimer

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

- 18.1 Free of errors or interruptions.
- 18.2 Is always available and available in all areas of Namibia.
- 18.3 Is fit for any purpose.
- 18.4 Will conform to the Customer's service level requirements.
- 18.5 Is always secure and reliable.

19. Force Majeure

Neither party hereto shall have any claim of any nature whatsoever against the other for any failure to carry out any of its obligations under this Agreement as a result of any cause beyond the reasonable control of that party including, but without being limited to, any strike, lock-out, delays in transport, accidents of any kind, riot, political or civil disturbances, the elements of any act of any State, Government or any other authority. Either party shall be entitled to cancel the Agreement by notice in writing to the other party if the circumstances, in terms of this clause, giving rise to the failure of a party to fulfil its obligations prevail for a period exceeding 3 (three) months.

20. Assignment

The Subscriber shall not cede, assign, transfer, encumber or delegate any of its rights or obligations in terms of this Agreement without the prior written consent of Telecom. Telecom shall be entitled at any time to cede, assign, transfer, encumber or delegate any of its rights, title, interest and/or obligations in terms of this Agreement to any third party without the Subscriber's consent and if, for any reason whatsoever, the consent of the Subscriber may be required, the Subscriber shall be deemed to have consented thereto in terms of this Agreement.

21. Remedies Available to Customer
In the event of incorrect billing, or other disputes or the provision of services by Telecom, customers are entitled to register a dispute over the affected portion of the account by reporting through the Customer Care Centre's toll free number 085 120 and/or at the nearest Teleshop.

Execution and Modification

This Agreement, including the annexure, constitutes the entire and only agreement between the parties with respect to the appointment by the Subscriber to Telecom for the supply of the services as defined and any terms or conditions in connection.

THE UNDERSIGNED DECLARE(S) THAT HE/SHE/THEY IS/ARE PROPERLY AUTHORISED TO MAKE THIS APPLICATION AND TO BIND THE APPLICANT LEGALLY, UPON ACCEPTANCE OF A FORMAL OFFER.		
Signed at on the	day of20	
Printed name (subscriber)	Signature	
Witness (on behalf of subscriber)		
Printed name (guardian, if applicable)	Signature	
*If the client is under the age of 18 this contract must be co-signed by the client's legal guardian.		