

## A. Service Activation / Installation Address

Development	BRETENWOOD		
Unit / Street No.		Building / Block Name	
Street Name			
City / Suburb		Postal Code	

## B. Personal Details

Title	First Name(s)	Surname	
ID	Email Address		
Tel Number (Home)	Tel Number (Work)	Fax Number	
( )	( )	( )	
Cell Number			
Postal Address (if different from Installation Address above)			
Unit / Street No.		Building / Block Name	
Street Name			
City / Suburb		Postal Code	

## C. Services Required

### 1. Telephone / Intercom Services

#### 1.1 Telephone / Intercom with Internal Call Services ONLY

Please make your selection by ticking the appropriate box below.

Product/ Service	Activation Fee Per Line (incl. VAT)	Qty	Monthly Rental Per Line (incl. VAT)	<input type="checkbox"/>
Line *	n/a	1	<b>Included in R443.46 monthly payment to Home Owners Association</b>	<input checked="" type="checkbox"/>

\* NO charge for calls to Security, OR other Residents within the development.

**OR In order to make external calls please select option 1.2 below.**

#### 1.2 Telephone / Intercom with Internal and External Call Services

Please make your selection by ticking the appropriate boxes below.

Product/ Service	Activation Fee Per Line (incl. VAT)	Qty	Monthly Rental Per Line (incl. VAT)	<input type="checkbox"/>
Line*	n/a	1	<b>Included in R443.46 monthly payment to Home Owners Association</b>	<input checked="" type="checkbox"/>
Additional Line	R425.50 (once off)		R106.59	
Extensions	R365.94 (once off)		R11.70	
Voice Mail	n/a		R11.40	
Call Forwarding	R 27.50 (once off)		R5.00	
Itemised billing	n/a		R9.50	

\* NO charge for calls to Security or other Residents within the development.

\* External calls are made by purchasing Pre-paid Airtime online at [www.vodacomgs.co.za](http://www.vodacomgs.co.za)

# Service Application

## 2. Internet / Email

24/7 Broadband Internet – Connected 24hrs a day 7 days a week.

Please make your selection by ticking the appropriate boxes below.

Installation		Price	
Activation fee-Including Standard Installation and Computer Configuration		n/a	
Optional: Extra data points (includes the data point & labour)		R435.00 each	
Optional: Making the apartment Wireless (i.e. a hot spot) - priced on confirmation of requirements and subject to a site visit.		P.O.A	
Maximum Bandwidth Usage	384kbps	512kbps	1024kbps
Base package: 1GB (1024mb)	**	R195.00	R225.00
Upgrade packages additional to base package:			
1GB (1024mb)	R199.00	R394.00	R424.00
2GB (2048mb)	R258.00	R453.00	R483.00
3GB (3072mb)	R382.00	R577.00	R607.00
6GB (6144mb)	R599.00	R794.00	R824.00
10GB (10240mb)	R995.00	R1,190.00	R1,220.00
Would you like your connection hard capped? (i.e. we cut your connection at its limit)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<ul style="list-style-type: none"> <li>Additional usage will be charged at 50c per MB used.</li> <li>Non-payment will result in suspension of your connection.</li> </ul>			
Would you like a .....@vodagsmail.co.za email address? Please supply required address below: <b>FREE</b>			

**\*\*Included in R443.46 monthly payment to Home Owners Association**

### D. Debit Order Payment Excluding Levied Services

Bank Name		Branch Name	
Account Number		Branch Code	
Account Type	<input type="checkbox"/> Cheque	<input type="checkbox"/> Savings	
	<input type="checkbox"/> Transmission		
Amount		Date of First Collection	

I/we acknowledge that the party hereby authorised to effect the drawing/s against my/our account may not cede or assign any of its rights to any third party without my/our prior written consent and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorised party. Note: Cancellations to be made 30 days before next collection date.

Signed at	
Name in print	
Signature	Date

### E. Acceptance of Services and Terms & Conditions

I hereby acknowledge that I have read and agree to the terms and conditions of services as stated in attached terms & conditions. Fax completed forms to 021 528 7546

Signed at	
Name in print	
Signature	Date

**Westside Trading 163 (Pty) Ltd t/a Vodacom Gated Services (2004/014793/07) (VAT:4780220994)**

Sable Square, Block I, First Floor, Office I-01a, Cnr Ratanga & Bosmansdam Roads, Montague Gardens, 7441, Cape Town

Tel: 086 010 4669 Fax: 021 528 7546 Email: info@vodacomgs.co.za Website: www.vodacomgs.co.za

Directors: A. Dean, G. Dahl, W. Beelders (chairman), E. Quartero, T. Ralebitso, H. Lamarque

## Terms & Conditions

---

### Internet & Telephone Services

I/We ("the client") accept and understand that:

I/we hereby appoint VODACOM GATED SERVICES as agents to supply telephonic services at the address listed above

- 1) By signing and submitting this internet and/or telephone application to VODACOM GATED SERVICES, I/we will be bound by the conditions stipulated hereunder.
- 2) If I/we am/are not the owner(s) of the premises of the required service, I/we must obtain the permission from the owner of such premises and I/we indemnify VODACOM GATED SERVICES against all damages/claims resulting from the failure to obtain such permission relating to the required service.
- 3) VODACOM GATED SERVICES may from time to time require from me/us the payment of a deposit, to be determined by VODACOM GATED SERVICES as a pre-condition for providing the service. The deposit is to serve as security for payment of any amounts due to VODACOM GATED SERVICES by me/us.
- 4) Should I/we cancel an order before date of installation, I/we will be liable for such costs, which shall be deducted from the deposit.
- 5) I/we shall allow VODACOM GATED SERVICES access to my/our premises during agreeable hours to install, maintain or remove relevant equipment.
- 6) VODACOM GATED SERVICES shall levy charges for the provision of services in accordance with rates as determined by VODACOM GATED SERVICES from time to time.
- 7) I/we will be liable for all charges levied in respect of all chargeable services provided by VODACOM GATED SERVICES.
- 8) VODACOM GATED SERVICES shall maintain the required service as determined from the date on which the service is established.
- 9) Call charges are either billed in advance via a prepaid account which is payable by credit card / MasterCard / visa / diners club card which will result in instant credit update, or by debit order.
- 10) Alternatively, for telephone services, EFT / cheque / cash deposits are acceptable but must be accompanied with proof of payment by fax/email. I/We accept that this will take up to 48 hours to reflect in my/our account.
- 11) Monthly billing will be in advance, and may be paid via debit order.
- 12) VODACOM GATED SERVICES shall provide online statements and invoices, which are accessible to me/us with private username and password access. I/we will be required to apply separately for any printed version of accounts / invoices / statements which will be charged for additionally.
- 13) Interest is payable on late payments from date of issue of the invoice up to and including the date of payment thereof, compounded monthly, at a rate as determined by VODACOM GATED SERVICES from time to time.
- 14) A service will be deemed to be in good working order until VODACOM GATED SERVICES is advised otherwise.
- 15) It shall be assumed that charges in respect of all relevant services shall continue until such time as I/we have formally terminated said service with VODACOM GATED SERVICES in writing.
- 16) I/we will be liable for all relevant call-out charges, as determined by VODACOM GATED SERVICES from time to time, if said call relates to a fault that was caused by an item of customer premises equipment, which has not been covered by a maintenance agreement with VODACOM GATED SERVICES.

# Service Application

- 17) The service may be terminated under the following conditions\*:
- (a) After the minimum rental period of 1 (one) month has passed and by either party giving one month's prior written notice to the other;
  - (b) The service has been unavailable for a continuous period of 48 hours, allowing the client to terminate services with immediate effect.
- \*Excludes services included in levy.  
\*\*Please ensure that written notice is given no later than the 20<sup>th</sup> of the month prior to termination of the Agreement (e.g. should you wish to terminate services on the 31<sup>st</sup> August, notice is required by the 20<sup>th</sup> July)
- 18) Upon termination of services, VODACOM GATED SERVICES will remunerate the client if:
- (a) There is any pre-paid rental amount owed by VODACOM GATED SERVICES to the client, calculated pro rata between the rental and termination period.
- 19) After termination of the service for any of the above reasons:
- (a) VODACOM GATED SERVICES may enter my/our premises to remove any of VODACOM GATED SERVICES's equipment;
  - (b) I/we will pay on demand all charges and/or costs outstanding at the time of termination, or accrued thereafter as a result of the termination.
- 20) Where the service to me/us has been suspended as a result of nonpayment:
- (a) VODACOM GATED SERVICES shall be entitled to demand from me/us the payment of a deposit or an increased deposit, as determined by VODACOM GATED SERVICES, as a precondition for restoring the service.
  - (b) Such a deposit shall be in addition to the payment by me/us of any outstanding amounts and reconnection charges due to VODACOM GATED SERVICES.
  - (c) VODACOM GATED SERVICES shall be entitled to offset against the deposit, any amount due to VODACOM GATED SERVICES by me/us including without limitation, amounts due for loss or damage to VODACOM GATED SERVICES's equipment or any other outstanding amounts owed by me/us to VODACOM GATED SERVICES.
- 21) VODACOM GATED SERVICES shall not be liable for any costs arising from the use of the service or for an interruption to the service, for any reason whatsoever.
- 22) I/we indemnify VODACOM GATED SERVICES against any losses, damages, expenses and/or costs that I/we may incur, directly or indirectly, as a result of claims and/or actions by third parties (including but not limited to dependants, clients, employees, agents) and for any loss sustained by such third parties arising from the installation and provision of the service.
- 23) VODACOM GATED SERVICES shall not be liable to me/us for failure to perform any obligation as a result of any force majeure, including but not limited to technical problems relating to VODACOM GATED SERVICES's Local Network, acts of God, Government controls, restrictions or prohibitions or any other Government act or omission, whether local or national, any act or default of any supplier, agent or sub-contractor, industrial disputes, strikes or work stoppages of any kind or any other similar or dissimilar cause, in so far as these are beyond VODACOM GATED SERVICES's control.
- 24) The risk and loss of or damage to any equipment rented from VODACOM GATED SERVICES by me/us in connection with the service shall pass to me/us upon its delivery or installation and shall at all times vest and remain vested exclusively in me/us. Notwithstanding the passing of the risk, the ownership of the equipment rented from VODACOM GATED SERVICES remains vested in VODACOM GATED SERVICES.
- 25) Any intellectual property rights vested in VODACOM GATED SERVICES, whether by statute or common law, shall remain vested in VODACOM GATED SERVICES and I/we agree not to do anything or allow anything to be done that may infringe VODACOM GATED SERVICES's rights in this regard.
- 26) I/we hereby indemnify VODACOM GATED SERVICES against any claims, actions and proceedings that may arise in connection with any intellectual property rights vested in VODACOM GATED SERVICES.
- 27) I/we choose as my/our domicilium citandi et executandi the address as given in the application form, or the installation address, or another address of which I/we may notify VODACOM GATED SERVICES in writing, provided that such address is a physical street address.

# Service Application

28) VODACOM GATED SERVICES and I/we consent to the jurisdiction of the Magistrate's Court in respect of the settlement of any dispute and/or claim arising between us, regardless of whether the amount in dispute or the value of the matter in dispute might otherwise exceed the jurisdiction of such Court.

29) The Surety, hereby renouncing the benefits of the legal exceptions of excussion and division, the meaning of which the Surety declares himself acquainted with, hereby binds himself to VODACOM GATED SERVICES as surety and co-principal debtor in solidum with the client for the due fulfillment by the client of all its obligations to VODACOM GATED SERVICES in terms of his agreement.

30) I/we shall not assign or cede this agreement or any rights hereunder.

31) Any Bandwidth allocated in accordance with the agreement between VODACOM GATED SERVICES and the developer / body corporate / managing agent which ever appropriate, and any bandwidth purchased by the user in a given month, which the owner has not used in that month, may not be carried over into the next month. For the avoidance of doubt, a user will not be entitled to a refund in respect of any bandwidth allocated per the agreement of purchase.

32) A downgrade fee of R165 (incl VAT) is payable upon downgrading an internet package

I have read the terms and conditions contained herein and agree to be bound by such terms and conditions and the terms and conditions relating to the specific products/services.

Fax completed forms to 021 528 7546.

## **BANKING DETAILS :**

**Standard Bank Bayside**  
**Account Holder – Westside Trading**  
**Branch Code – 022209**  
**Account no - 272189669**

<b>VODACOM GATED SERVICES</b> <b>Client Services Consultant</b>	
<b>Telephone Number</b>	<b>Fax</b>
0860 104 669	(021) 528 7546

**Westside Trading 163 (Pty) Ltd t/a Vodacom Gated Services (2004/014793/07) (VAT:4780220994)**

Sable Square, Block I, First Floor, Office I-01a, Cnr Ratanga & Bosmansdam Roads, Montague Gardens, 7441, Cape Town

Tel: 086 010 4669 Fax: 021 528 7546 Email: info@vodacomgs.co.za Website: www.vodacomgs.co.za

Directors: A. Dean, G. Dahl, W. Beelders (chairman), E. Quartero, T. Ralebitso, H. Lamarque