

Application For CPE Installments

Telecom Namibia Use Only

Customer Relationship Manager	<input type="checkbox"/>	Sales Team	<input type="checkbox"/>	Teleshop	<input type="checkbox"/>
All legal documents attached	<input type="checkbox"/>	ITC approved	<input type="checkbox"/>		
Checked customer history records	<input type="checkbox"/>	Security Deposit Collected	<input type="checkbox"/>		
Signature Supervisor/ Manager	_____	Date	____/____/____		
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, understood and are bound by i) Telecom Namibia's General terms and conditions

ii) The terms and conditions that are specifically applicable to the customer 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 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:
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 Agreement 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 approved

1.4 Instalments mean the monthly instalment fee paid by you to Telecom 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 indicated above.

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 approval by Telecom.

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 Customer invoices in advance. Payment shall be made via monthly debit order or in any other manner as Telecom deems fit.

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 Customer

5. Disclaimer

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 Customer's 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 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 at his or her own cost.

6.3 It is the Customer's responsibility to ensure that it inspects all customer premises equipments upon receipt and endorse the delivery note in the event of any missing or damaged Equipment .

6.4 It is the Customer's responsibility to ensure that it has the requisite insurance to cover such customer premises equipment within its possession and at his/her own cost.

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 Telecom Namibia until it has been fully paid off.

7Disclosure of Information

7.1 Telecom may, to the extent permitted by law , receive or disclose the Customer's personal information, documents, detailed call records, credit profile information and/or any other credit information from or to:

7.1.1 Any credit providers, credit bureau or credit reporting agencies

7.1.2 Any 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, suppliers or professional auditors for reporting, accounting, product supply and service, marketing and or auditing purposes;

7.2 Notwithstanding anything to the contrary herein contained, Telecom shall be entitled to utilise the Customer's detailed call records for tracing and/or collection purposes.

8. Assignment

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

9. Notices and Domicilium

9.1 For all intents and purposes herein, the parties do hereby choose their domicilium citandi et executandi as follows:

i) Telecom Namibia Limited Head Office
9 Luderitz Street
P.O Box 297
Windhoek

ii) Customer
The address given in under address in the application form.