

Application for SMS Directory

Residential Details

Title The Hon___ Prof___ Miss___ Mrs___ Mr___ Dr___ Rev___ Other_____

Surname_____ Full name(s)_____

Date of Birth ___/___/___ Occupation _____

Identity/Passport number _____ Citizenship_____

Postal Address _____ Post Office _____ Town_____

Physical Address _____

Contact Details: (H)_____ (cell)_____

email _____ Fax_____

Marital Status : Married in community of property ___ Married out of community of property ___ Married out of community of property with ante nuptial contract ___ Widow___ Divorced___ Single___

Spouse name _____

Spouse Identity/Passport number _____

Next of kin _____ Relationship_____

Contact number _____

Employer Details

Name of Employer _____

Postal Address _____ Post Office _____ Town_____

Physical Address _____

Telephone number (w) _____

Business Details

Registered Name of Company _____

Registration Certificate Number _____

VAT Registration number _____

Type of Company:

Sole Proprietor Trading as _____

Private Public Partnership Close Corporation

Postal Address _____ Post Office _____ Town_____

Physical Address _____

Contact Details: Telephone _____ Fax _____

Website _____ email _____

Contact Details of Directors/Members:

Name/Title _____

Contact number _____

ID _____

Name/Title _____

Contact number _____

ID _____

Name/Title _____

Contact number _____

ID _____

Type of Service Required

Mark the appropriate block(s)

Regular Listing- N\$75.00

Your company's name will be listed in the as listed in the yellow pages. i.e. Polka Plumbing for N\$75-00 p.m.

Preferential Listing- N\$15.00/word

To distinguish your business from other similar businesses, buy up to 5 additional keywords at N\$15-00/word. Therefor to find 'Polka Plumbing' under plumber/s, buy the two additional keywords extra.

Signature _____ Name Print _____ Date ___/___/___

For more enquires contact Telephone Directory Services @ 061-383950

Telecom Namibia Use Only

Device Type/Model _____

S/N _____ ESN _____

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 ___/___/___

Terms and conditions

I / we ("the applicant / customer / debtor") accept, understand and bind myself to this contract with Telecom Namibia Limited ("the company") in that:

The services provided by Telecom Namibia Limited are subject to the following General Terms and Conditions read with the provisions of the "Post and Telecommunications Act 19 of 1992"; Telecom Namibia Limited, herein after calling Telecom, reserves the right to amend the General Terms and Conditions from time to time as contained in this document, and may add any Special Terms and Conditions based on the type of service / s applied for. By signing and submitting this application to Telecom, the customer will be bound by the General Terms and Conditions, irrespective of whether it has been read or not.

General Terms and Conditions:

1. Installation Address:

- The applicant chooses as the domicilium citandi et executandi the address as given in the application form, or the installation address, or another address of which the applicant may notify Telecom in writing, provided that such address is a recognized physical address.
- Where the applicant is not the legal owner of the premises, permission must be obtained from the owner of such premises and the applicant shall indemnify Telecom against all damages or claims resulting from the failure to obtain such permission relating to the installation, disconnection and / or removal of the service.
- The applicant will, at own cost, ensure the provision of a suitable electrical power supply, should this be required for the proper functioning of the service/s.
- The applicant will allow Telecom free access to the premises during reasonable hours to install, inspect, maintain or remove telecommunication facilities or equipment.
- The applicant will, at own cost, make provision for a suitable housefeed (pipe with draw-wire), should it be required, to connect the line to the Telecom network.

2. Contract Details and Credit Referencing Procedure:

- This contract in respect of the service/s applied for will become effective upon the date of signature of this application, submitted by the applicant and approved by Telecom.
- Telecom may:
 - Verify all information supplied on the application form;
 - Make enquiries and receive information from any person, credit bureau or financial institution in order to establish the credit worthiness of the applicant;
 - Provide information on the conduct of the customer's account to any credit bureau or credit provider;
 - Utilize the customer's personal details for marketing purposes;
- Telecom reserves the right to decline the application should the applicant fails to meet the conditions of the company's Credit Referencing Procedure or offer an alternative solution e.g. a pre-paid service.

3. Security Deposits:

- Telecom reserves the right to request payment of a security deposit, depending on a customer's credit history.
- Telecom reserves the right to request payment of a security deposit in the event of the payment undertaking in this application is signed by a Non-Namibian citizen.
- No interest is payable on security deposits held by Telecom.

4. Fees in respect of Telecommunication Services and Refunding of Fees:

- Telecom shall install / activate the service/s requested by the applicant against the payment of the relevant installation / activation fee and deposit if applicable.
- Telecom shall levy charges for the provisioning of services, including but not limited to installation charges, reconnection charges, service charges, co-user charges, rental charges and call charges, in accordance with rates as determined from time to time and as publicized in the Government Gazette of Namibia. The customer will be liable for all charges levied in respect of all services provided by Telecom Namibia Limited.
- Telecom shall bill call charges at the end of each billing period and are payable, with all other charges included in the account, on or before the due date indicated on the customer's monthly Telephone Statement.
- Telecom shall not refund any fees paid in respect of installation or activation cost of a service where such an application was not cancelled prior to the commencement of the work.
- Telecom may, however, at the company's own discretion, issue the customer with an account outside the normal billing cycle and demand immediate payment of any amount due by such a customer.
- The customer further agrees that the account rendered by Telecom is prima facie proof of the amount due to the company. The customer however is entitled to query /dispute any aspect of the account within a reasonable period of time.

5. Telecommunication and Customer Premises Equipment (CPE) belonging to Telecom Namibia Limited:

- The customer agree not to resell capacity on any telecommunication facility obtained from Telecom or cede or assign the customer's own rights to use the telecommunication facility, or sublet or otherwise part control it, without obtaining written consent from Telecom.
- Telecom shall be entitled to charge any cost in respect of any equipment removed from the premises and / or failure to apply for discontinuance of service, directly from the customer's telephone account.
- Telecom shall be entitled to cancel any Equipment and / or CPE lease agreements in the event of any act of insolvency committed by the customer, and immediately remove all leased Equipment and CPE.

7. Reporting of Service Interruption and Maintenance of Telecommunication Services:

- Telecom shall maintain the service/s against payment of rental / maintenance charges that are payable for the first and subsequent rental period, as from the date on which the service has been provided.
- Telecom reserves the right to levy charges in respect of any after-hours callout for service maintenance where such a fault is not caused by a major breakdown in the telecommunication network.
- Telecom reserves the right to levy abortive maintenance charges in respect of any callout made by a technician and where such a fault is caused by either the customer's telecommunication- or computer equipment connected to the company's line.
- A service will be deemed to be in good working order until Telecom is advised otherwise by the customer.

6. Termination and Transfer of Telecommunication Services:

- Telecom requires thirty days written notice to discontinue the service/s applied for; failing of which thirty days rental charge/s shall apply.
- Customers shall be informed of a credit / debit balance as soon as accounts are finalized.
- Customers requiring a change in location as a result of moving from one premises to another will remain liable for all charges in respect of the service/s at the previous premises until such time whereby the customer informed Telecom about the termination of the service/s at the latter premises.

7. Account Payments, Suspension of Services and Cost of Debt Collection:

- Failure to effect settlement before the due date may result in suspension of service without prior notice and the collection of a reconnection fee.
- Cheques should only be made payable to Telecom Namibia Limited.
- Post-dated cheques will not be accepted.
- Refer-to-Drawer Payments & Rejected Direct Debits:
 - Telecom Namibia Limited reserves the right to collect any bank cost in connection with Refer-to-Drawer Cheques and rejected Direct Debit Payments from the customer tendering such payment type.
 - The credit rating of an account holder shall be affected by dishonoured payments.
 - Accounts in arrears shall be handed over for Debt Collection.
- All reasonable cost related to Debt Collection, which includes legal cost on an attorney and client scale, collection and tracing fees shall be collected from the debtor.

8. Reminder Service:

- Telecom reserves the right to use an account notification system to remind the customer when the account is overdue. This will allow the customer to settle the account before the service is suspended. When an account is not paid by the due date as reflected on the telephone account, the service becomes due for suspension. The system will then forward a programmed voice message to the customer's telephone line indicating that the telephone account is overdue according to Telecom records.
- The service is automatically programmed to notify the customer of an overdue account on weekdays between 18h00 and 21h00. This message shall be repeated three times and there will be three attempts to contact the customer via the notification system.
- Any of the following scenarios may apply, according to the customer's situation:
 - Customers with Telemail or any answering device: A message will be deposited in the mailbox or saved on any answering device on the first day and you will not be notified again.
 - Customers with no Telemail or answering device: the telephone will ring on the 1st day between 18h00 and 21h00. If not answered, the system will call again the next day between (18h00 and 21h00); if not answered on the 2nd day the system will call on the 3rd day and if not answered the process of notification will expire automatically;
 - When the phone is answered and / or the message had been listened to in full, the system registers a successful call and does not remind the customer again.

9. General Liability:

- The customer undertakes to indemnify and hold Telecom harmless against any losses, damages, expenses and cost that the customer may incur, directly or indirectly, as a result of claims by third parties arising from the installation and provision of the service.
- The customer recognizes that lightning is a common phenomena in Namibia and undertakes to take all reasonable precautions to protect his / her customer premises equipment (pc's and fax machines etc) connected to the Telecom network. Telecom accepts no liability for any damages in this regard.
- Except as specifically provided in the General Terms and Conditions, Telecom shall not be liable to the customer for any breach of these General Terms and Conditions or failure to perform any obligation as a result of any force majeure, including but not limited to the Government controls, restrictions or prohibitions or any other Government act or omission, whether local or national, any act of 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 the company's control.
- The failure of Telecom to enforce at any time the General Terms and Conditions or any part thereof, or any right with regard thereto shall in no way be construed to be a waiver of the provisions of such a condition or to be an estoppel or novation or in any way affect the validity of such condition. Any indulgence towards the customer or the relaxing of the provisions of a condition shall not prejudice the right to Telecom to insist on the customer's compliance to undertakings and obligations in terms of these General Terms and Conditions.
- Telecom reserves all rights to intellectual property in relation to any service/s rendered to the customer and the customer hereby indemnifies Telecom against any claim/s arising in connection with Telecom's vested intellectual property rights.
- Telecom and the customer consent to the jurisdiction of the Magistrate's Court in respect of the settlement of any dispute and/or claim arising between the parties, regardless of whether the amount in dispute or the value of the matter in dispute might otherwise exceed the jurisdiction of such