

# 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 enter the contract on behalf of the business as Applicant
- Suretyship (Director/Member/Partner)
- Security Deposit
- Copy of Marriage Certificate\*

(Tick where applicable)

\* For Marriage in Community of Property

## APPLICANT'S DETAILS

Title The Hon  Prof  Miss  Mrs  Mr  Dr  Rev  Other  Specify \_\_\_\_\_

Name of applicant \_\_\_\_\_

Type of business (if applicable) CC  PTY (Ltd)  Ltd  Partnership  Sole Proprietor

Business registration number \_\_\_\_\_

Date of birth \_\_\_\_\_ Occupation \_\_\_\_\_

Identity Passport number \_\_\_\_\_

Citizenship \_\_\_\_\_

Postal Address \_\_\_\_\_

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  Widowed  Divorced  Single

Spouse name \_\_\_\_\_ Spouse identity/Passport number \_\_\_\_\_

Contact Number \_\_\_\_\_

## Employment details

Employer \_\_\_\_\_

Physical Address \_\_\_\_\_

Occupation \_\_\_\_\_

Employment Contact Number \_\_\_\_\_

## Billing Address

Postal Address \_\_\_\_\_

Suburb/Town \_\_\_\_\_

Physical Address \_\_\_\_\_

Telephone \_\_\_\_\_

ID/Passport \_\_\_\_\_

Correspondence Email  Postal

Email/Postal Address \_\_\_\_\_

Itemised Billing Yes  No

## Service Package

Monthly Subscription Fee \_\_\_\_\_

Connection Fee \_\_\_\_\_

Security Deposit \_\_\_\_\_

Initial Contract Period 12  24

Bill Cycle 30th

Package \_\_\_\_\_

IMEI Number \_\_\_\_\_

Primary Bank Account Details

Cheque  EFT  Credit Card  Debit Card   
Debit order details (attach a cancelled cheque) Bank Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Type of Account \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Branch Code \_\_\_\_\_  
Debit Order Date 16th  21st  26th  1st  7th

Next of Kin 1

Name \_\_\_\_\_  
Relationship \_\_\_\_\_  
Physical Address \_\_\_\_\_  
\_\_\_\_\_  
Suburb \_\_\_\_\_  
Town/City \_\_\_\_\_  
Contact Number \_\_\_\_\_

Secondary Bank Account Details

Cheque  EFT  Credit Card  Debit Card   
Debit order details (attach a cancelled cheque) Bank Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Type of Account \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Branch Code \_\_\_\_\_  
Debit Order Date 16th  21st  26th  1st  7th

Next of Kin 2

Name \_\_\_\_\_  
Relationship \_\_\_\_\_  
Physical Address \_\_\_\_\_  
\_\_\_\_\_  
Suburb \_\_\_\_\_  
Town/City \_\_\_\_\_  
Contact Number \_\_\_\_\_

PAYMENT UNDERTAKING

I/We \_\_\_\_\_, the undersigned,  
1. Declare that I/We am/are properly authorised to make this application and bind the applicant legally upon acceptance of this formal offer by TN Mobile,  
2. Declare that the information provided in this application and copies of attachments are true and correct,  
3. Understand that the service required will be subject to the provisions of the Communications Act, 8 of 2009,  
4. Do hereby accept and agree to the terms and conditions of this contract (see back of application form).

Full Name(s) \_\_\_\_\_ Signature \_\_\_\_\_  
Spouse\* / Legal Guardian / Witness Full Name(s) \_\_\_\_\_ Signature \_\_\_\_\_  
\*Director(s) / Member(s)/ Partner(s) Full Name(s) \_\_\_\_\_ Signature \_\_\_\_\_

Thus done and signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\*Copy of Marriage Certificate for marriage in Community of Property  
\*Copy of Identity Documents

**PLEASE ENSURE TO INITIALISE EACH PAGE OF THIS APPLICATION FORM BEFORE SUBMITTING IT.**

For office use only

Shop/Distributor \_\_\_\_\_  
Sim Number \_\_\_\_\_  
Completed By: (Print Name) \_\_\_\_\_  
Dealer Code \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_  
Suretyship Provided   
Security Deposit Collected   
All legal Documents Attached

Credit Rating \_\_\_\_\_  
Approval Usage Limit \_\_\_\_\_  
Application Captured By \_\_\_\_\_  
Signature (1) \_\_\_\_\_ (2) \_\_\_\_\_  
Date: (1) \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_ (2) \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

**TERMS AND CONDITIONS OF SUBSCRIBER SERVICE AGREEMENT**

**1. Interpretation**

- 1.1 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.
- 1.2 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 all other juristic person and a partnership and any other body of persons (whether incorporated or unincorporated).
- 2. Definitions**
- In this Agreement unless the context otherwise indicates, the following words and phrases shall have the following meanings:
- |                               |   |
|-------------------------------|---|
| Term.....                     | Shall mean the period of this Agreement as set out below.   |
| TN Mobile.....                | Shall mean Powercom (Proprietary) Limited, a company incorporated under the laws of the Republic of Namibia with company registration number 2000/535.  |
| Commencement Date.....        | Means if no conditions are imposed by TN Mobile, the date upon which TN Mobile signs the acceptance of the application by the Subscriber to conclude this Agreement.  |
| The Parties.....              | Shall mean the Subscriber and TN Mobile, and Party means any one of them.   |
| Cellular Number.....          | Shall mean the Mobile Station International Subscriber Directory Number programmed into each SIM card by TN Mobile.   |
| Charges/Fees.....             | Shall mean the connection charges, monthly subscription charges, late payments charges and termination charges, usage, phone installments 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 TN Mobile.  |
| Licence.....                  | Shall mean the licence granted to TN Mobile by CRAN to operate the Network.   |
| CRAN.....                     | Shall mean Communications Regulatory Authority of Namibia Network. Shall mean the GSM Cellular Mobile Telecommunication Network provided by TN Mobile in Namibia, and any other GSM Cellular Mobile Telecommunication Network provided by an operator situated outside the Republic of Namibia with whom TN Mobile may contract to provide services to subscribers to the Network in Namibia. |
| Offer.....                    | Shall mean the application appearing in the Application for Private/Business Subscribers Agreement made by the Subscriber to TN Mobile or its Authorised Dealers to conclude this Agreement.  |
| SIM card.....                 | Means a Subscriber Identification Module which is a card issued to the Subscriber which, when activated by TN Mobile, enables the Subscriber to access the services provided by TN Mobile. Private Subscriber Shall mean the relevant person named on the Application for services.   |
| Private Subscriber.....       | Shall mean the relevant person named on the Application for services.   |
| Business Subscriber.....      | A Subscriber who utilised the Business Package undertakes that he shall only cause cell phone users who are bona fide employed by the Subscriber to be connected to this Business Package.  |
| Handset.....                  | Means a GSM terminal (as defined in the Licence) or mobile phone.   |
| The System.....               | Shall mean the Digital Cellular Mobile Telecommunication system using the GSM standard as defined by the European Technical Standards Institute operated by TN Mobile.  |
| Agreement.....                | Shall mean this Agreement together with all the Annexures.  |
| Initial Period.....           | Shall mean the 12 or 24 month subscription period(s) for the service package which will commence on the effective date.   |
| Monthly Subscription Fee..... | Shall mean the monthly subscription fee paid by you to TN Mobile Limited in consideration for your use of service.  |

**3. Governing Law**

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

**4. Appointment on Application**

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

**5. Duration and Termination**

The Offer shall be irrevocable for a period of 30 (thirty) days from date of signature of the application overleaf, and this agreement, shall only come into operation upon the acceptance by TN Mobile of the Offer before the expiry of the said period. This agreement shall be binding for the initial contract period as indicated on the front page of this application form and shall continue indefinitely after the period, unless terminated by 30 day written notice to TN Mobile after the initial contract period. If the customer terminates the Agreement at any time before the end of the initial period, for whatsoever reason, TN Mobile 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.

**6. Payment on Application**

The Subscriber shall upon approval of the Offer, pay to TN Mobile an amount equal to a connection fee and full month's subscription charge as determined by TN Mobile and notified to the Subscriber at the time of signature of the Offer. Future monthly subscription charges shall be payable monthly in advance, and TN Mobile may require, in its exclusive discretion, the Subscriber to pay a deposit in an amount as determined by TN Mobile, and which deposit shall be held on a non-interest bearing account by TN Mobile. 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.

**7. Subscriber's Obligations and Rights**

- 7.1 The Subscriber undertakes to:
- a) Use only authorised SIM cards/Products;
  - b) Not tamper with or in any way knowingly damage the SIM cards/Products;
  - c) Supply reliable information required in order to satisfactory render the service;
  - d) 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;
  - e) Not to abuse or allow the abuse of any of the emergency numbers provided by TN Mobile;
  - f) Comply with all reasonable or necessary requests for information made by TN Mobile and comply with all other necessary or reasonable request made by TN Mobile;
  - g) Comply with all reasonable instructions given by TN Mobile in relation to the use of the Cellular Number, the SIM Card and the services;
  - h) Not use or allow others to use the services for any improper, immoral or unlawful purpose;
  - i) Allow TN Mobile to carry out a credit enquiry by accessing ITC Namibia (Pty) Ltd database or any other similar credit database.
- 7.2 If the service includes a Handset

- a) 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 TN Mobile upon request;
- b) The Subscriber acknowledges that the ownership in the Handset rests with TN Mobile 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 in the Handset shall pass to the Subscriber;
- c) Risk in the Handset shall pass and remain with the Subscriber upon its delivery to the Subscriber by TN Mobile or its Authorised Dealer.

**8. Service Provider's Obligations and Rights**

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

**9. Provision of services by TN Mobile**

- 9.1 TN Mobile shall -
- a) Use its best endeavours 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;
  - b) Rectify any fault in the system at the earliest possible moment;
  - c) Render the service and provide for the efficient and effective operation of the System;
  - d) Provide the Subscriber with a Cellular number, SIM card and connect the Subscriber to the Network pursuant to the provisions of this agreement;
  - e) Maintain a suitable information system to properly control the provision of the services to the Subscriber.
- 9.2 TN Mobile shall provide the services with effect from the Commencement Date provided that, the Subscriber -
- a) Shall have paid the connection and monthly subscription charges at the time of signature and
  - b) Shall have complied with any condition imposed in terms of sub-clause 8.3
  - c) Notwithstanding the provision of the above, the Subscriber acknowledges and agrees that the billings 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 TN Mobile.

**10. Pricing and Payment for the Defined Services**

- 10.1 Notwithstanding any special conditions imposed in terms of Clause 8 the Subscriber shall pay to TN Mobile no later than the due date.
- 10.2 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 TN Mobile 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 by TN Mobile's Bank.
- c) In the event of a Subscriber having elected to forward payment by mail, the payment shall only be deemed to be received upon TN Mobile having received and processed same.
  - d) 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 TN Mobile receiving notification of such via bank statement.
  - e) If the Subscriber has selected the direct debit order option at the Application for services - Private or Business Subscribers, he shall be deemed to have instructed and authorised TN Mobile to draw against the Subscriber's account indicated with the bank indicated, all charges will be for the account of the Subscriber.
  - f) Should TN Mobile 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.

**11. Suspend and/or Disconnection of Services**

- 11.1 TN Mobile 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 TN Mobile 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 -
- a) 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 TN Mobile, within 10 (ten) days having received a written notice from TN Mobile specifying the breach and requiring it to be remedied.
  - b) For so long as the Subscriber acts contrary to any of the provisions contained in this agreement
  - c) 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 Subscriber's non or insufficient payment, TN Mobile 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 amount to be determined by TN Mobile.
- 11.3 If the Subscriber fails to meet his/her/its commitments to TN Mobile, TN Mobile may record the subscriber's non-performance with ITC. TN Mobile undertakes to give 28 (twenty eight) days written notice prior to their non-performance being forwarded to ITC or any other similar credit database.

**12. Variation of Charges and Terms**

- a) TN Mobile may vary all or any of its charges by publishing tariffs, such variation to have immediate effect unless otherwise decided by TN Mobile at its sole discretion.
- b) TN Mobile 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 TN Mobile, any similar event or not and the Subscriber hereby consents to the said variation. TN Mobile 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.
- c) TN Mobile reserves the right, without cause or penalty to itself, to alter any name, code or number allocated by TN Mobile from time to time for use in connection with the services and the Subscriber indemnifies TN Mobile 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 TN Mobile giving notice with immediate effect:
- a) Should the Subscriber fail to make any payment due in terms of this Agreement timely, 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.
  - b) 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.
  - c) 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 TN Mobile after the initial contract period
  - d) In the event of death of the Subscriber before the end of the term of the contract, immediate notice should be given to TN Mobile 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 TN Mobile terminate this Agreement from whatever cause arising, or should TN Mobile institute action against the Subscriber pursuant to a breach by the Subscriber of this Agreement, then TN Mobile shall be entitled to recover all legal and other costs incurred by it, which shall include but not be limited to:
- a) Cost in connection with the tracing of the Subscriber or the Handset;
  - b) All legal costs on the Attorney and own client scale;
  - c) Collection commission that may legally be recovered from the Subscriber by TN Mobile's attorney or collection agent on the amount collected;
  - d) 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 The event of claimed breach of the provisions of this Agreement by either of the parties hereto, which has 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 of 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**

- a) TN Mobile 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;
- b) The Subscriber indemnifies and holds TN Mobile harmless against any expense, loss, claim, harm or damage brought against, sued or sustained by TN Mobile, which arises directly or indirectly out of breach of the terms of this Agreement or the use by the Subscriber of TN Mobile's services and/or products, irrespective of the cause thereof.

**15. Consent to Jurisdiction**

The Subscriber hereby consents to the jurisdiction of the Magistrate Court having jurisdiction over his person in respect of any action by TN Mobile arising from this Agreement or the cancellation hereof. This consent does not oust the jurisdiction of another competent court having jurisdiction and TN Mobile 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 domicilia citandi et executandi for all purposes of this Agreement as follows:

- a) TN Mobile  
6 Robert Mugabe Street  
P O Box 40299, Windhoek, Namibia  
fax: 085 550 0935
- b) The Subscriber (Details as per address on application form)

16.2 Any notice or communication required or permitted to be given in terms of this Agreement shall -

- a) Be valid and effective only if in writing or by e-mail with a copy to the CEO, TN Mobile or the Managing Director or similar position: The Subscriber
- b) 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.
- c) 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.

**17. Waivers**

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.

**18. Disclaimer**

It is an express condition of this Agreement that TN Mobile 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 Customers 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, give 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 TN Mobile. TN Mobile 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 TN Mobile, 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.

**22. 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 TN Mobile for the supply of the services as defined and any terms or conditions in connection therewith not incorporated herein shall not be binding on either party. This Agreement wholly cancels, terminates and supercedes any agreement heretofore entered into by the parties hereto, their predecessors or assignees with respect to the appointment by the Subscriber to TN Mobile for the provision of said services.

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 of _____ 20____
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.	