



APPLICATION AND AGREEMENT FORM FOR TELECOMMUNICATION SERVICES

BUSINESS APPLICATION

SECTION 1

COMPANY DETAILS

New Company		Yes <input type="checkbox"/>		No <input type="checkbox"/>	
Company Name					
Trading As					
Previous Company Name					
Email Address					
Contact Number	Tel		Cell		Fax
Registered Number					
Nature of Business					
Year of Incorporation			Year End		
Physical Installation address			Postal address	
				
				Postal code	
How long have you lived at Installation address?		Years & Months	Status		Leased - Landlords Name, Address and Phone number
	/.....	Ownership <input type="checkbox"/> Rental <input type="checkbox"/>	

BILL COMMUNICATION

Email (Optional) <input type="checkbox"/>	Post(Default) <input type="checkbox"/>	Itemised bill to be included with statement:	Yes <input type="checkbox"/>
Both <input type="checkbox"/>			No <input type="checkbox"/>



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LIST OF DIRECTORS/MEMBERS/PARTNERS

	Name	Surname
1		
2		
3		

Director <input type="checkbox"/>		Member <input type="checkbox"/>		Partner <input type="checkbox"/>		Proprietors <input type="checkbox"/>		
Title	Ms. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Mr <input type="checkbox"/>	Dr <input type="checkbox"/>	Other	Gender :	M <input type="checkbox"/>	F <input type="checkbox"/>
Forename (S)					Surname			
ID Number					Date Of Birth: (DD/MM/YYYY)/...../.....		
Contact Number	Work				Mobile			
Date of Appiontment					Percentage Shareholding			

Director <input type="checkbox"/>		Member <input type="checkbox"/>		Partner <input type="checkbox"/>		Proprietors <input type="checkbox"/>		
Title	Ms. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Mr <input type="checkbox"/>	Dr <input type="checkbox"/>	Other	Gender :	M <input type="checkbox"/>	F <input type="checkbox"/>
Forename (S)					Surname			
ID Number					Date Of Birth: (DD/MM/YYYY)/...../.....		
Contact Number	Work				Mobile			
Date of Appiontment					Percentage Shareholding			



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COMPANY & DIRECTOR'S INFORMATION

Director <input type="checkbox"/>		Member <input type="checkbox"/>		Partner <input type="checkbox"/>		Proprietors <input type="checkbox"/>	
Title	Ms. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Mr <input type="checkbox"/>	Dr <input type="checkbox"/>	Other	Gender :	M <input type="checkbox"/> F <input type="checkbox"/>
Forename (S)					Surname		
ID Number					Date Of Birth: (DD/MM/YYYY)/...../.....	
Contact Number	Work				Mobile		
Date of Appointment					Percentage Shareholding		

SECTION 2

CUSTOMER CATEGORY

Business <input type="checkbox"/>	Spaza <input type="checkbox"/>
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PRODUCTS / SERVICE PACKAGE

Post Paid <input type="checkbox"/>	Pre-Paid <input type="checkbox"/>
Voice Line Type	Fixed Line <input type="checkbox"/> ISDN <input type="checkbox"/> Payphone <input type="checkbox"/> PABX <input type="checkbox"/> Fixed Wireless <input type="checkbox"/>
Data Line Type	ADSL <input type="checkbox"/> Dial-Up <input type="checkbox"/> Leased Circuit <input type="checkbox"/> Wireless Broadband <input type="checkbox"/>
If Additional Line, please provide the existing telephone number(s).....	
Other services	
Preferred Email Address	

DISCLAIMER AND RIGHT TO VET

I/we give the above for the purpose of obtaining credit and I/we understand you may investigate my/our credit profile and report information concerning the credit experience of my account to Credit bureau and others.			
Signature of Applicant		Signature of Director(s)	
Signed at		day of	

FOR CREDIT CONTROL USE ONLY



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Rate Plan		Credit Controller	
Reason		Signature	
Note			

SERVICE DETAILS

Service Name:	Details

BANK ACCOUNT DETAILS

Payment Method	Cash <input type="checkbox"/>	EFT <input type="checkbox"/>	Cheque <input type="checkbox"/>	Credit Card <input type="checkbox"/>	Debit Order <input type="checkbox"/>
Preferred Credit Limit					
Name of Bank		Type of Account	Savings <input type="checkbox"/>	Current <input type="checkbox"/>	Transmission <input type="checkbox"/>
Branch Name			Other:		
Branch Code		Account number			
Overdraft Limit		Date Opened			
Signature of Account holder		Date Signed (DD/MM/YYYY)/...../.....		



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TRADE REFERENCES

1	Supplier Name		2	Supplier Name	
	Postal Address			Postal Address	
	Contact Number			Contact Number	

ADMIN DATA

Invoice Address (Postal)		
Country			
Contact: Name & Surname		Contact Number	
Email			

FOR OFFICE USE ONLY

Assisted by		Date completed	YYYY/MM/DD	Extension	
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Documentation from applicant to be kept in file.	
Business Application	<i>Certificate of Incorporation, Copy of Form J, Copy of Form C, Trading License, Copy of Director's ID / Passport and passport sized photo.</i>

BILL COMMUNICATION

Email (Optional) <input type="checkbox"/>	Post(Default) <input type="checkbox"/>	Itemised bill to be included with statement:	Yes <input type="checkbox"/>
Both <input type="checkbox"/>			No <input type="checkbox"/>



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TERMS AND CONDITIONS

1. Ordering of Services

- a. All services are provided by the Swaziland Posts & Telecommunications Corporation (herein after referred to as ‘the Corporation’) subject to these conditions.
- b. The Corporation reserves the right to amend the conditions from time to time subject to the provisions of the SPTC Act No. 11 of 1983.
- c. All persons wishing to obtain a service must apply for the service either by;
 - a) By completing and signing an application form, or
 - b) Following any other method acceptable to the Corporation
- d. Where the customer’ application is for an external removal/transfer of an existing service to a different premises, it will be treated as:
 - a) An order to terminate the service at the existing premises, and
 - b) An order for the provision of a new service at different premises.
- e. The Corporation reserves the right to refuse to provide a service(s) if the applicant fails to meet the conditions of the Corporation’s credit referencing procedure.
- f. The Corporation reserves the right to make general credit reference enquiries about the applicant who has applied for a service(s) and to check correctness of the information supplied by the applicant when applying for a service. The Corporation shall also be entitled to furnish any information relating to the customer’s account and compliance with these conditions to any credit bureau.
- g. The customer warrants and represents that all information supplied by him/her in applying for service is true, correct and complete.
- h. Where a customer cancels or modifies an order for a service such that abortive costs are incurred by the Corporation, the customer shall be liable for such costs, which amounts shall be payable on demand.
- i. 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 the Corporation against all damages or claims resulting from the failure to obtain such permission relating to the installation, disconnection and or removal of the service

2. Contract Details and Credit Referencing Procedure

- a. This contract in respect of the service applied for will become effective upon the date of signature of this application, submitted by the applicant and approved by the Corporation.
- b. The Corporation may:
 - i. Verify all information supplied on the application form;
 - ii. Make enquiries and receive information from any person, credit bureau or financial institution in order to establish the credit worthiness of the applicant;
 - iii. Access from credit bureaux, who are members of the Credit Bureau Association and subscribe to its Code of Conduct, your personal information concerning financial risk and payment habits for purposes of credit information sharing, fraud prevention and debtor tracing;



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- iv. Provide information on the conduct of the customer's account to any credit bureau or credit provider. This may include sharing your payment profile with credit bureaux for purposes of credit information sharing, fraud prevention and debtor tracing;
- v. Utilise the customer's personal details for marketing purposes;
- vi. Utilise the information provided for administering the Agreement;
- vii. The Corporation reserves the right to decline the application should the applicant fail 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

- 3.1 The Corporation reserves the right to request payment of a security deposit, in advance, as a pre-condition to providing the service, and depending on a customer's credit history. The deposit is to serve as security for payment of any amounts due to the Corporation by the customer.
- 3.2 The Corporation may require the customer to furnish it with a guarantee including a Deed of Suretyship or other forms of security in respect of monthly rental fees, charges or any other monies which may be due and payable or which may at any future time become due and payable by the customer. The Corporation reserves the right to review any customer's deposit where such an account is consistently in default.
- 3.3 The Corporation shall be entitled to offset against a deposit, any amount due to the Corporation by the customer for any reason whatsoever, at any time while the service is provided, or at the termination of service.
- 3.4 The Corporation 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-Swazi citizen or where the service has been suspended as a result of non-payment.
- 3.5 The balance of any deposit shall be repaid by the Corporation to the customer on termination of service, subject to any offsets arising from the condition 3.3.
- 3.6 No interest is payable on security deposits held by The Corporation.

4. Installation of Customer Premises Equipment (CPE)

- 4.1 The Corporation shall install the service, as requested by the customer, against the payment of the relevant installation charge and deposit, if applicable.
- 4.2 Where the Corporation provides a basic telephone service, the Corporation shall supply and install an item of CPE, if the customer requests it.
- 4.3 Only CPE that has been approved and licensed by the Corporation and which has all the technical and operational characteristics of the approved and licensed type may be connected to the telecommunications network.
- 4.4 Where there is applied for the provision of an international private circuit, the Corporation shall be responsible for providing the half circuit terminating in the local network. It is the responsibility of the customer to place a matching order with the relevant service provider for the other half of the circuit terminating abroad.
- 4.5 The Corporation shall take reasonable measures to meet the installation date as requested by the customer. The Corporation, however, shall not be responsible for any consequences of delay or liable for any damages, costs or expenses whatsoever, which the customer may incur or suffer if the requested date is not met.



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4.6 Where the customer intends to use the service for the provision of telecommunications services for which a telecommunication licence is required, the Corporation reserves the right to withhold the provision of the service, until the customer has obtained the necessary licence.

5. Directory Entries

5.1 The Corporation shall, with the permission of the applicant, provide, at no charge, an entry in the Swaziland Telephone Directory for the area / town in which the service is provided and containing the following details: customer name, address and service number.

5.2 The Corporation shall not make any entry in the Swaziland Telephone Directory, should the customer indicate, in writing, and request for an exclusion from the directory. In such a case the applicant's directory information will be excluded from any directory information service provided by the Corporation.

5.3 The applicant may make separate arrangements for special directory entries with the Official Advertising Contractor and Publisher of the Corporation Telephone Directory and Yellow Pages, at his / her own cost. The customer remains responsible for the account of such directory entries until the contract expires / is renewed.

5.4 The Corporation reserves the right to remove the directory entry of a customer after disconnection.

6. Billing

6.1 The Corporation will, on a monthly basis, provide the customer with an account which constitutes a statement of the services rendered and an invoice for the amounts payable by the customer.

6.2 The Corporation may, notwithstanding the provisions of condition 6.1, at its own discretion, issue to the customer an account outside the normal billing cycle, and/or demand immediate payment of any amounts due by the customer.

6.3 Detailed billing is available to customers in certain circumstances and will be provided on request from the customer against the payment of the applicable service charge.

7. Payment of Fees and Refunds of Fees

7.1 The customer is liable for the payment of all charges as reflected in the account.

7.2 The Corporation shall levy charges for the provisioning of services, including but not limited to installation charges, reconnection charges, service charges, rental charges and call charges, in accordance with rates as determined from time to time and as publicized from time-to-time. The customer will be liable for all charges levied in respect of all services provided by The Corporation.

7.3 The Corporation shall bill call charges at the end of each billing period, which are payable, with all other charges included in the account, on or before the due date indicated on the customer's monthly statement of account.

7.4 Amounts due are payable on or before the due date indicated on the account

7.5 The Corporation 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.

7.6 The Corporation 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.

7.7 The Corporation reserves the right to use any credit balance on any account held by the customer or other service to set off against or to settle the amounts that are in arrears.



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- 7.8 The customer shall be liable for all costs, including legal costs on an attorney and own client scale, as well as tracing cost and collection commission incurred by the Corporation in or about the enforcement of any obligations of the customer in terms of these conditions.
- 7.9 The customer further agrees that the account rendered by The Corporation 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.

8. Reporting of Service Interruption and Maintenance of Services

- 8.1 The Corporation shall maintain the service(s) against the 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.
- 8.2 The Corporation 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 communications network.
- 8.3 The Corporation 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 network or the customer's computer equipment connected to the company's line.
- 8.4 A service will be deemed to be in good working order until the Corporation is advised otherwise by the customer.
- 8.5 A customer shall be entitled to a credit on the monthly rental amount payable for the service, pro rata to the duration of the of the interruption, if
- The service has been completely unavailable for a continuous period of at least fifteen (15) days and which such interruption was reported to the Corporation and acknowledged;
 - Where in the case of customers with an existing Service Level Agreements (SLA) the interruption in service or non-availability of service is for a continuous period exceeding at least three (3) hours
- 8.6 notwithstanding the provisions of condition 7.5, the customer shall not be entitled to a rental credit or a claim on an SLA contract where service becomes unavailable as a result of
- unauthorised or improper use of service, by any party whomsoever, with or without the knowledge or assent of the customer, or
 - malicious damage to, or theft of, any element of the Corporation's core network by any party whomsoever
 - Where the Corporation, with or without notice, terminates the services to the customer, for whatever reason, including non-payment.

9. Suspension

- 9.1 The Corporation may from time-to-time and without prior notice suspend the service and at its discretion disconnect the customer's equipment from the switching network in any of the following circumstances;
- For modifications to and or planned maintenance works on the switching network, provided the Corporation will use its reasonable measures to inform customers of any planned interruption to service;
 - For routine maintenance of international facilities, provided however that the Corporation shall give prior notice to any customer operating a private circuit on an international circuit.
 - If the customer has by the due date not paid any amounts due to the Corporation for the service, in which case the Corporation may also suspend any other service provided to the customer.



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9.2 Notwithstanding any suspension of the service in terms of this provision, the customer shall remain liable for all charges and fees due hereunder throughout the suspension, provided that, in the case of condition 9.1, a) and b) above, the customer shall be entitled to a credit on the rental payable for the service as stipulated in condition 7.5.

10. Termination

10.1 This agreement may be cancelled by either party, at the expiry of the minimum rental period applicable to the service, with either contracting party giving a calendar month's notice (30 days) in writing, addressed to the other party.

10.2 Without prejudice to any other claims or remedies which the Corporation may have against the customer in terms hereof or in law the Corporation may by notice terminate the service if the customer

- a) receives a service while a service previously supplied to his/her spouse, with whom he/she is married in community of property, was suspended because of non-payment and the amount due to the Corporation has not been paid;
- b) is in arrears with the payment of any amount due to the Corporation;
- c) remains in breach of any of these conditions and /or fails at any time to comply with any of these conditions; and
- d) has failed to remedy the breach within the time stipulated in the Corporation's notice.

10.3 The Corporation shall advise of a credit or debit balances as soon as the account has been finalised.

10.4 The Corporation may terminate service without notice where the service is provided as a dedicated private international circuit where any remote portion of the circuit is suspended or terminated by the foreign service provider.

10.5 The corporation will not be liable for any damages whatsoever which may be caused by the cancellation of the agreement or by the termination or interruption of service, notwithstanding any loss which the customer or any other party may suffer including consequential damages. Further the termination of this agreement shall not absolve the customer from any of his liabilities arising out of this agreement.

10.6 Without prejudice to any other claims or remedies which the Corporation may have in terms hereof or in law, the Corporation may terminate a service summarily without notice where

- a) The customer has received a service as a result of fraud or misrepresentation;
- b) The customer uses equipment in connection with the service that is not approved and licensed by the Corporation for such use on the switching network.
- c) The customer makes or offers to make any arrangements or composition with his/her creditors or commits any act of insolvency in the terms of the Insolvency Act or any applicable legislation.
- d) The customer uses the service or permits the use of such service or any element thereof for any illegal purpose in contravention of any Act of Parliament.
- e) The Corporation has been instructed to do so by an authority competent to issue such instruction, or
- f) The Corporation for any reason whatsoever decides that it cannot provide or continue to provide the service requested in the agreement.

10.7 After the termination of the service for whatever reason, including the above,



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- a) The Corporation may enter the customer's premises to remove the telecommunication facilities; and
- b) The customer shall pay on demand all charges and/or costs outstanding at the time of termination, or accrued thereafter as a result of the termination.
- c) The Corporation may delete any entries in the telephone directory pertaining to the customer's service.

11. The Act

11.1 This agreement shall in all respects be governed by and remain subject to the provisions of the Swaziland Posts and Telecommunications Corporation Act No. 11 of 1983, and any amendments to the said Act, together with the relevant regulations.

12. Other Terms

- 12.1 In this agreement the words denoting the singular include the plural and words denoting a particular gender include the other gender.
- 12.2 No variation of any terms of this agreement shall be binding on the parties unless reduced into writing and signed by them respectively and only if signed by duly authorized employees of the Corporation.
- 12.3 Should the Corporation institute proceeding for the recovery of any amount to it, the customer shall be liable for the legal costs incurred on the scale as between attorney and own client, collection commission at the rate of 10% on all amounts recovered and interest on arrears amounts at the rate of 2% above the prime lending rates levied by the Corporation's banker from time to time.

13. Broadband Access

- 13.1 The provision of broadband access service is subject to the Corporation's standard terms and conditions as they appear in the application and agreement form for telecommunications services. The Corporation accepts no liability for any loss or damages to the property or equipment of the customer arising out of the provision, installation or maintenance of the Corporation's ADSL access service. The customer will be formally notified on whether or not the ADSL access service can be provided.
- 13.2 The provision of ADSL service cannot be guaranteed and depends on the radial distance and port availability from the customer's nearest exchange. Each ADSL account is only for use at the premises as indicated on this application form and is not transportable unless moving premises. The Corporation reserves the right to disconnect the line in the event that the customer defaults for a period of 30 days and he/she will be expected to pay the full amount outstanding. In addition the account shall be disconnected in the event that it is used for any illegal or anti-social purposes, including abusive, fraudulent, obscene, etc. Provision is subject to network availability, distance, copper quality and line sync speed limitations. The ADSL plan the customer has chosen is based on self installation with telephone support provided by the Corporation. The bundled offering is subject to a 24 months agreement and the following shall apply if cancelled prematurely:
 - a) A penalty equivalent to one month rental charge.
 - b) The customer will return the modem to the nearest Telecentre.



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13.3 Upon expiry of the 24 months period, this agreement shall automatically be renewed for a successive 12 (twelve) calendar month period commencing on each anniversary of the commencement date, unless terminated in accordance to these conditions.

14. Prohibition of Cession or Transfer of Rights

14.1 The customer shall not cede, assign, transfer, sublet or in any way whatsoever part with his rights in terms of this agreement without prior written consent of the Corporation.

15. General Liability:

15.1 The customer undertakes to indemnify and hold The Corporation 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.

15.2 The customer recognises that lightning is a common phenomenon in Swaziland and undertakes to take all reasonable precautions to protect his / her customer premises equipment (pcs and fax machines etc) connected to the Corporation network, The Corporation accepts no liability for any damages in this regard.

15.3 Except as specifically provided in the General Terms and Conditions, The Corporation 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.

15.4 The failure of The Corporation 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 The Corporation to insist on the customer's compliance to undertakings and obligations in terms of these General Terms and Conditions.

15.5 The Corporation reserves all rights to intellectual property in relation to any service(s) rendered to the customer and the customer hereby indemnifies The Corporation against any claim(s) arising in connection with The Corporation's vested intellectual property rights.

15.6 The Corporation 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 Court and that the customer shall not assign or cede this agreement or any rights.



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N.B. THE CORPORATION RESERVES THE RIGHT TO VERIFY ANY OF THE INFORMATION REQUESTED WITHOUT FURTHER REFERENCE TO THE APPLICANT.

16 I/we confirm that, I have read, understood and accept the terms and conditions on this form and that the details I/we have given on this form are correct and complete.

APPROVAL AND / OR ACCEPTANCE FROM APPLICANT

Name and Surname	Signature	Place	Date
			DD/MM/YYYY