

LLANDUDNO							
SERVICE ACTIVATION   INSTALLATION ADDRESS							
Unit No:		Block Name:		Street Name:			
APPLICANT DETAILS							
PLEASE NOTE THAT ALL FIELDS ARE COMPULSORY							
Title:		Email Address:					
First Name:		My Residential and Postal Address Is The Same:					
Surname:		Yes		No		If not:	
Date Of Birth:		Postal Address:					
Gender:	M		F				
Identity Number:							
Home Language:							
Work Number:							
Cellphone Number:		Postal Code:					
OWNER DETAILS							
PLEASE NOTE THAT ALL FIELDS ARE COMPULSORY							
Please indicate if you are the:				Is the name used above the legal name the unit is registered to?			
Owner		Tenant		Yes		No	
Legal owner's contact number:				If not, what is the legal name?			
BUSINESS DETAILS							
*FOR BUSINESS USERS ONLY							
Business Name:		Trading As:					
Registration No:		VAT No:					

SERVICES APPLICATION	
<b>ACCESS PACKAGE</b>	<b>R 121.98 (Incl. VAT)</b>
SmartTV	Access to DStv HD - PayTV Signal Distribution* (No Satellite dish required)
	Core Network Support

TECHNICAL ASSISTANCE		
Home Installation & Connection Fee (Once Off)	R 3500.00	
Additional TV Points	Quote Required	
Technical Assistance & Call Out Fee: Monday to Friday (08:00 – 17:00) <i>Applicable to non-Smart Village network related technical assistance and call outs</i>	R 460.00 / Hour	Standard

\* Individual users responsible for service subscription with Multichoice and TV license through SABC

**Terms & Conditions Apply • Services are provided on a 12 month basis subject to clause 2.4 • Rates are subject to change without prior notice, and are inclusive of 14% VAT • E&OE • SmartNET Internet Access and data is non-cumulative, and all unused bandwidth expires at the end of each month**

Version 2013.10.29



## DEBIT ORDER INSTRUCTION

### DEBIT ORDER INSTRUCTION

**LLANDUDNO** Unit No:  Block Name:  Street Name:

Full Names of Owner / Tenant:

Email Address\*:  Contact Tel:

\*used for notification of debit order run

#### Please note the following:

- Smart Village requests that a debit order instruction be signed with the request for services
- As part of our Standard Terms and for purposes of this debit order instruction we require a copy of your ID DOCUMENT
- Our normal debit order run will be on the 2nd working day of the month

### BANKING DETAILS

(To be completed only for Debit Order Authorisation)

Bank Name:  Branch Name:

Branch No:  Account No:

Name of Account Holder:

Account Type: Cheque  Savings  Current  Transmission

I / we hereby request and authorise you to draw against my / our account with the abovementioned bank (or any other bank or branch to which I / we may transfer my / our account) any variable amount pertaining to this agreement, on the first working day of each month, or at other intervals as we may deem necessary in our sole discretion should such debit order be returned unpaid. This being the amount necessary for the settlement of any monthly amount (or a portion thereof should such portion be due and payable) due to you in respect of our purchases / contract / agreement.

All such withdrawals from my / our account by you shall be treated as though they had been signed by me / us personally.

I / we the undersigned "instruct" and authorise your agent Netcash (Pty) Ltd, to draw against my / our account. I / we understand that if bank details have been supplied the withdrawals authorised here will be processed by BankServ. I / we also understand that details of each withdrawal will be printed on my / our statement.

I / we agree to pay any banking charges relating to this debit order instruction.

This authority may be cancelled by means of giving you thirty days notice in writing, sent by prepaid registered post, but I / we understand that I / we shall not be entitled to any refund of amounts, which have been withdrawn whilst this authority was in force if such amounts were legally owing.

#### Assignment:

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 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.

Signed \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature as used for signing cheques



# ACCEPTANCE OF TERMS AND CONDITIONS

## DECLARATION

**THIS APPLICATION FORM MUST BE SUPPORTED BY:**

1. **A Copy of Your ID Document**
2. **Proof of Income - Payslip or Bank Statement**

**I hereby warrant and confirm that:**

- the information provided herein is accurate and true
- I have read, understand and agree to be bound by the Smart Village Terms and Conditions, unmodified, as contained in this Application Form and any annexure thereto
- I give consent to Smart Village to inform me about products and services, including special offers, upgrades and new products
- I give consent to Smart Village making enquiries about my credit record with credit reference agencies when assessing this application or updating my information in future
- That I have the necessary authority to sign and enter into this agreement with Smart Village

Print name:  Date:

Authorised signature:

Please Return to Smart Village - Fax: 086 202 0275 or Email to [salescpt@smartvillage.co.za](mailto:salescpt@smartvillage.co.za)

## OFFICE USE

PROCESSED BY CREDIT CONTROL:	<input type="text"/>	SIGNATURE:	<input type="text"/>
DATE:	<input type="text"/>		
PROCESSED BY ACCOUNTS:	<input type="text"/>	SIGNATURE:	<input type="text"/>
DATE:	<input type="text"/>		
PROCESSED IN RADIUS:	<input type="text"/>	SIGNATURE:	<input type="text"/>
DATE:	<input type="text"/>		
SERVICES INITIATED:	<input type="text"/>	SIGNATURE:	<input type="text"/>
DATE:	<input type="text"/>		
PPPoE ACTIVATED:	<input type="text"/>	CPE: IP	<input type="text"/>
		MAC	<input type="text"/>
		SERIAL	<input type="text"/>
		SV ASSET	YES <input type="checkbox"/> NO <input type="checkbox"/>
PPPoE USERNAME:	<input type="text"/>	CPE: IP	<input type="text"/>
		MAC	<input type="text"/>
		SERIAL	<input type="text"/>
		SV ASSET	YES <input type="checkbox"/> NO <input type="checkbox"/>
PPPoE PASSWORD:	<input type="text"/>	CPE: IP	<input type="text"/>
		MAC	<input type="text"/>
		SERIAL	<input type="text"/>
		SV ASSET	YES <input type="checkbox"/> NO <input type="checkbox"/>

**SMART VILLAGE (PTY) LTD**  
**STANDARD TERMS & CONDITIONS AGREEMENT**

**1. Parties**

The parties to this agreement are the following:

- 1.1 The Customer: the person/entity whose information appears on the Customer Application Form (hereinafter "the Customer");
- 1.2 The Service Provider: Smart Village (Pty) Ltd trading as Smart Village with registration number: 2004/010046/07 (hereinafter referred to as "SV").

**2. Commencement/Termination**

- 2.1 This Agreement will come into effect ("the Effective Date") on the date when SV gives the Customer access to and/or enables the Customer to use its service(s) which date shall be after the prescribed initial payment has been received by SV from the Customer and the Customer has completed, and signed, the Customer Application Form. The Customer declares itself/himself/ herself bound to these terms and conditions from the Effective Date and, furthermore, bound to the Acceptable Use Policy, Disclaimer, General Conditions and Privacy Policy notices as published on the SV website at: [http://www.smartvillage.co.za/index.php?option=com\\_content&view=article&id=42](http://www.smartvillage.co.za/index.php?option=com_content&view=article&id=42).  
The Customer herewith acknowledges the Customer has read and understood these Standard Terms and Conditions and the notices as published at [http://www.smartvillage.co.za/index.php?option=com\\_content&view=article&id=42](http://www.smartvillage.co.za/index.php?option=com_content&view=article&id=42).
- 2.2 In order to ascertain the credit reference and/or risk assessment of the Customer, the Customer shall provide SV and/or its agent, with the necessary consent and authority to carry out any credit enquiries in respect of the Customer. The Customer further consents that SV and/or its agent is entitled to perform a financial means test each time when the Customer applies for a service and/or product. At the reasonable discretion of SV, no agreement will, however, come into effect in the event of a negative credit reference and/or risk assessment being received by SV regarding the Customer and SV reasonably determines that the Customer may not be able to meet its commitments under this Agreement
- 2.3 The Customer shall complete the Customer Application Form and will provide SV with a certified copy of the Customer's identity document, and proof of residential and/or business address. In the event that the Customer is a juristic person, the Customer will provide SV *mutatis mutandis* with the same information as above, including a certified copy of the Certificate of Incorporation, business address, certified copy of the letterhead of the juristic person or other similar document and the necessary resolution for the purposes of being able to enter into this Agreement and/or any such further documents as may be required by SV from time to time. The person representing the juristic person shall furthermore furnish SV with a certified copy of his/her identity document, residential and/or postal address, proof of residential and/or business address.
- 2.4 The Customer may cancel the Agreement at the end of the term as set out in the Customer Application Form ("Initial Term") or on at least 20 (twenty) days written notice to SV at any time prior to the expiration of the Initial Term subject

to remaining liable for all amounts owing up to the date of cancellation and in addition SV may impose a reasonable cancellation fee as if the Agreement had run for the full Initial Term. If the Customer is a Juristic Person, the Customer may not terminate the Agreement prior to the Initial Term except for an unremedied breach by SV. After the end of the Initial Term, the Agreement will automatically renew on a month to month basis. The Customer may then terminate this Agreement on 1 (one) month's written notice to SV, which notice may only be given on or before the 1<sup>st</sup> day of any calendar month and in terms of the provisions of clauses 9 and 10 below.

**3. Initial payment**

The Customer agrees that no installation and/or services will be rendered by SV until and when any initial payment required by SV, has in fact been paid by the Customer. The Customer agrees and records that the initial payment that may be required by SV is intended for the purchase and installation of the necessary equipment for the Customer's usage, and until and when such payment has been made, SV is not obliged to purchase and install the necessary equipment and render any services in terms of this Agreement.

**4. Continuing payment**

The Customer agrees and undertakes to, at all times, punctually pay all continuing payments as agreed to in the Customer Application Form on due date and such other payments due from time to time and as communicated to the Customer by SV in terms of the provisions hereof, failing which:

- 4.1 time will be of the essence and the Customer agrees that it will not be necessary to place the Customer in *mora* regarding the Customer's failure to punctually pay on the due date(s);
- 4.2 SV will be entitled to immediately remove all equipment installed by SV at the Customer's premises, for the purposes of which:
  - 4.2.1 The Customer agrees that SV has retained ownership in all the equipment which has been installed by SV for the Customer;
  - 4.2.2 The Customer agrees that, under no circumstances has the Customer acquired ownership and/or any right of ownership, retention and/or lien of whatever nature over the equipment nor shall the Customer perform any act which will result in a third party obtaining ownership in the equipment, nor sell, lease, mortgage, transfer, assign or encumber such the equipment and in the event of the foregoing, the Customer shall be liable to pay SV the reasonable value of the equipment, together with all costs incurred in seeking possession of the equipment;
  - 4.2.3 The Customer agrees that it shall not re-locate the Equipment without SV's prior knowledge and permission;
  - 4.2.4 The Customer agrees that the equipment has not been acceded or become part of the structure belonging to/or under the control of the Customer;
  - 4.2.5 The Customer will render free and unfettered access to SV and/or its representative or employees to access the premise of the Customer for purposes of removing the equipment;
  - 4.2.6 SV will be entitled to remove the equipment, as installed, with no duty upon SV to restore walls,

- ceilings, floors, fittings etcetera, to the condition it was prior to installation of the equipment at the premises of the Customer;
- 4.2.7 SV will endeavour not to damage any structure to which the equipment has been installed and/or any items brought onto the premises by the Customer or any persons on the premises during the time of removal, however SV accepts no liability of whatsoever nature, should the Customer claim that the Customer has suffered damages due to the removal of any equipment and/or items by SV and the Customer hereby indemnifies SV against such claim;
- 4.2.8 SV, will, not be liable for any injuries or death suffered by the Customer or any visitor or invitee or any persons on the premises during the time of removal and the Customer hereby indemnifies SV against any such claim, including any claims from third persons;
- 4.2.9 Should SV be refused and/or obstructed access to the premises onto which the equipment has been installed, by the Customer or any person being on the premises, should SV be entitled to remove the equipment, the Customer agrees and consents to the obtaining of an access and removal order by any Court with jurisdiction, in which event the Customer agrees to costs as in paragraph 14 hereinafter.
- 4.3 All amounts due and payable in terms hereof shall be paid free of any deduction and/or set-off, by way of a direct debit order in favour of SV, or in such other manner as SV may from time to time determine.

## 5. Conditions of Access

- 5.1 SV will make the service available to the Customer on the Effective Date, subject to the Customer having complied with clause 3 above.
- 5.2 SV will issue a user name and password to the Customer on the Effective Date in order to enable the Customer to gain access to and/or use the specific service applied for.
- 5.3 The Customer agrees that the Customer's user name and password is for the exclusive use of the Customer and may not be used by any other person and/or entity other than the Customer. The Customer will maintain the confidentiality of the Customer's user name and password and shall not disclose the Customer's user name and/or password to any other person and/or entity. In the event of any costs incurred by the Customer by the use of any other person to whom the Customer has provided a user name and password shall be for the Customer's account and the Customer shall be solely responsible for the payment as it becomes due and payable.
- 5.4 The Customer agrees that it shall cause all persons who use the services due to the Customer giving authorisation or access whether intentionally or negligently, to comply with this Agreement. All acts and omissions of all persons who use the service will be treated for all purposes as the Customer's acts and omissions
- 5.3 The Customer undertakes to, and acknowledges that the Customer will at all times provide SV with updated and accurate contact information.
- 5.4 The Customer is solely responsible for all payments in respect of the services charged to the Customer's SV account;

- 5.5 The Customer will not, at any time, permit and/or initiate a simultaneous network log-in.
- 5.6 The Customer will not attempt to circumvent SV's user authentication processes and/or engage in any attempt(s) to access SV's network unless expressly authorised to do so by SV.

## 6 User Etiquette and Abusive Behaviour

- 6.1 The Customer agrees to adhere to the generally acceptable Internet and e-mail etiquette as prescribed by SV and or practices acknowledged by law from time to time.
- 6.2 Should the Customer engage in any activity contrary to the etiquette and practices as referred to in 6.1, such conduct to be determined by SV in its sole discretion, then SV shall be entitled, without prejudice to any other rights it may have, to:
- 6.2.1 without notice, suspend the access of the Customer to the service concerned;
- 6.2.2 terminate all agreements with the Customer with immediate effect;
- 6.2.3 debit the Customer's account with any costs incurred by SV as a result of the offending activity; and.
- 6.2.4 disclose information relating to the offending activity as may be required by law.

## 7 Interception of Communications

The Customer acknowledges that SV and/or a third party Network Operator may under the circumstances as prescribed in the Regulation of Interception of Communications and Provision of Communication Related Information Act, Act no. 70 of 2002, be required to, and may, intercept, lock, filter, read, delete, disclose and use communications sent or posted via SV's or the Network Operator's network and the Customer hereby consents to such activities by SV and/or a third party Network Operator. SV and/or a third party Network Operator shall not be liable to the Customer for any losses, liabilities, damages and claims and for any related costs and expenses suffered by the Customer as a result of SV and/or a third party Network Operator performing any activity referred to in this clause.

## 8 Indemnity and limitation of liability

- 8.1 SV will use all reasonable endeavours to make the service available to its Customers and to maintain the availability thereof for their use, however SV provides the services "as is" and "as available" and does not warrant or guarantee the services will at all times be free of errors or interruptions, be always available, fit for any purpose, not infringe any third party rights, be secure and reliable, or will conform to your delivery time requirements, subject always to the provisions of the CPA where applicable.
- 8.2 The Customer hereby unconditionally and irrevocably indemnifies SV and holds SV harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by the Customer in making use of any service provided by SV to the Customer.
- 8.3 SV shall not be liable to the Customer for any damages howsoever arising and shall not be liable to the Customer for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether resulting from negligence, breach or any other cause.
- 8.4 Notwithstanding the generality of the foregoing, although all reasonable efforts will be made by SV during the

installation, operation and removal of equipment to protect against damage and or injury to assets and or equipment belonging to/or under control of the Customer, the Customer agrees that SV will not be responsible and or liable for any damages and or injuries sustained by the Customer and/or persons in occupation of or present at the premises where the services and/or installation is rendered and/or performed and/or any items on the premises.

- 8.5 Although all endeavours will be made by SV to provide, install and secure the services, SV will not be liable towards the Customer for any reason whatsoever, should the Customer suffer damages and / or injury and / or death, as a result of any access by SV and/or its agent onto the Customer's premises, or in the event of the services not being operational as a result of vis maior.

### 9. Notices

The Customer agrees that, for the purposes of any notification, SV will be entitled to communicate such notice(s) by e-mail and/or SMS to the Customer at the email specified and/or cellular number as furnished by the Customer in the Customer Application Form.

### 10. Domicilia

- 10.1 The Customer nominates as the Customer's domicilium citandi, the e-mail and/or physical address and/or cellular number of the Customer in the Customer Application Form.
- 10.2 SV nominates as SV's domicilium citandi the physical address of SV as applicable from time to time.
- 10.3 Any notice, demand or other communication properly addressed by either party to the other party at the latter's domicilia in terms hereof for the time being and given or sent in terms of this agreement will be valid and effective only if in writing and delivered, in the event of a notice to SV, by hand to SV, and in the event of notice to the Customer, by hand, e-mail and/or SMS in which event, such communication address will be deemed to have been received on the day of delivery.

### 11. Liability

In the event of the Customer being a Company, Closed Corporation or Trust, the person/s whose signature/s appear/s on the Access Information Sheet as representing the Customer, hereby specifically bind himself/herself/themselves as surety/-ies and co-principal debtor(s) *in solidum* with the Customer unto and in favour of SV for the due and punctual payment of all money which may now and from time to time hereafter be due and owing by the Customer to SV in terms of this agreement. Such signatory/-ies by his/her/their signature/s hereby agrees and acknowledge/s that he/she/they is/are bound by all the terms and conditions contained in this agreement and expressly renounces the benefits of any legal exceptions, which could or might be pleaded to any claim.

### 12. Jurisdiction

The Customer consents, in terms of Section 45 of the Magistrate's Court Act, Act No 32 of 1944 (as amended), to the jurisdiction of the Magistrate's Court having jurisdiction over the Customer in terms of Section 28 of the Act, notwithstanding the amount of any claim against the Customer exceeding such Court's jurisdiction, without limitation of SV's right to, in its own discretion, also institute proceedings in any other forum with appropriate jurisdiction.

### 13. Certificate of balance

A certificate of balance signed by the financial director of SV shall be *prima facie* proof of the indebtedness of the Customer to SV and as reflected therein and will be sufficient to apply for any judgment in any competent Court.

### 14. Legal proceedings

- 14.1 Should SV be obliged to instruct an attorney to institute legal action against the Customer to enforce any provisions of this Agreement in order to take possession of the equipment and/or to collect outstanding monies which is in arrears and/or to enforce any of the provisions of this Agreement, then the Customer will be responsible for all legal costs as between attorney and own client, including such tracing fees and collection commission which such attorneys are entitled to charge.
- 14.2 In the event the Customer fails to meet any commitments to SV, in terms of this agreement, SV may record the non-performance of the Customer with any credit bureau.
- 14.3 The Customer consents that any information conveyed by SV to a credit bureau may be searched by other credit bureaus and used in making any risk management decision(s).

### 15. Breach

- 15.1 Subject to any other provisions set out in these general terms and conditions and without prejudice to any of these provisions, should the Customer be in breach of any provisions of this Agreement, then SV shall be entitled, without prejudice to any other right that it may have and to the extent required or permitted, as the case may be, by law, to forthwith:
- 15.1.1 afford the Customer a reasonable opportunity to remedy the breach, taking into account the nature of the breach in question; or
- 15.1.2 suspend the Customer's access to the services; or
- 15.1.3 cancel all agreements including this Agreement; or
- 15.1.4 claim immediate performance and/or payment of all Customer obligations in terms hereof.

### 16. Cession and delegation

The Customer shall not cede or assign or delegate or purport to cede or assign or delegate this Agreement or any rights or obligations hereunder without the consent in writing of SV.

### 17. Variation

No variation, alteration, amendment, modification or cancellation of this agreement or any other terms hereof shall be of any force or effect unless reduced to writing and signed by the Customer and confirmed by the SV in writing.

### 18. Indulgence

No indulgence, latitude or extension of time which may be allowed by SV to the Customer in respect of any payment or any matter provided for herein shall under any circumstances be deemed to be a waiver of the rights of SV at any time, and SV shall without notice be entitled to require strict and punctual compliance with each and every provision or term hereof.

### 19. Severability

In the case of any one or more of the provisions of this Agreement being held to be invalid, illegal, unenforceable or against the public morals in any respect, the remaining provisions of this Agreement shall be unaffected thereby and remain in full force and effect.