

TERMS AND CONDITIONS

1. INTERPRETATION

1.1. In this Agreement, unless inconsistent with context, words defined on the face hereof shall bear the meanings so assigned to them and the following words and expressions shall bear the meanings assigned to them below

1.2. "Mtel" means Mtel Connect Pty Ltd.

1.3. "Subscriber/client " mean Person or entity responsible for paying for the service or entering into this agreement with MTEL and consenting to our giving us permission to use their data to engage with using electronic means whatsoever

2. CONTRACT PERIOD

2.1. Fixed (6) month i.e end 31/12/2021 and renewal by agreement / in writing for the next year period

3. SERVICES OFFERED BY MTEL CONNECT & CLIENT RESPONSIBILITIES

3.1. Fixed wireless Internet & VOIP services / provision

3.2. Installation, maintenance, monitoring , inspection , replacement or collection of equipment as and when required

3.3. Any technical issues will be address within 24 – 72 hours upon receipt of a logged complaint /query. ETA will be issued according of the severity of the outage i.e Fibre break or equipment theft at any of our High sites

3.4. Any concerns must be communicated telephonically or email or whatsapp

3.5. Its clients responsibility to ensure that their houses have stable power connection or they have power surges in place

3.6. Clients are required to have an appropriate risk/insurance cover in place as part of this agreement

3.7. Any payments made must have a client's name as reference and proof of payment must be sent monthly

4. . INSTALLATION & DE INSTALLATION (COLLECTION)

4.1. Will be done in consultation with the client or as per the terms of this agreement and signed off by client i.e works / Job card / payment made

4.2. Rented equipment remains the property of MTEL unless purchased by client and must be returned or be in good condition when collected

INITIALS

5. SUPPORT

- 5.1. Mtel will provide the necessary technical support to the client
- 5.2. No call outs i.e Client visit / High Site inspection will be done when there is bad/ severe weather conditions
- 5.3. Any other related queries/call outs will be billed accordingly and at the discretion of the company. i.e.
 - 5.3.1. false alarm , If we have been called out and we find that your router or service equipment has been unplugged, a call out fee of R500.00 excl. vat will apply
 - 5.3.2. Natural disaster faults or Weather related or Dish Alignment = R250
 - 5.3.3. Router resets / reconfiguration = R250

6. WARRANTIES AND THE EXCLUSION OF LIABILITY

- 6.1. Any claims due no internet connection
- 6.2. Equipment / property damages due electrical or weather damages
- 6.3. Cancellation due to break in coverage or interference
- 6.4. Client must ensure that the rented equipment is plugged on a separate plug point which has a power surge protector at all times as any damage will attract an access charge of R650 per incident or equipment replaced

7. BREACH

- 7.1. Non payment of due payments on due dates which will trigger suspension & a reconnection fee of R50 will apply and the service will be restored <48hours
- 7.2. Misuse of service or committing unlawful conducts including clauses 8,9 & 10
- 7.3. ***In the event such breach occurs*** , suspension will apply, followed by cancellation or both and any outstanding amounts will become due

8. ANTI-SPAM POLICY

- 8.1. No spamming or any kind will be tolerated from clients

9. UNLAWFUL CONTENT AND ONLINE ACTIVITY

- 9,1 Zero tolerance will be applied

10. PAYMENT & PRICE

- 10.1. Payments are due/payable monthly in advance
- 10.2. Price is per the signed or approved quote
- 10.3. Prices are negotiable on a yearly basis
- 10.4. Equipment will be the clients property and responsibility once fully paid up
- 10.5. Annual Price increases will apply i.e 6% pa

11. DOMICILIUM AND NOTICES

- 11.1. All notices will/must be served via email & sms

12. FORCE MAJEURE

- 12.1. Mtel is indemnified from failing to perform due to natural & unnatural disasters or unavoidable catastrophes or government practices e.g load shedding , bad weather.

13. CANCELLATION

- 13.1 one (1) Months calendar shall apply unless either wise stated by MTEL
- 13.2 Client must also grant access for the collection of equipment or will be held liable
for full cost thereof unless equipment was purchased by the client

14. GENERAL

- 14.1. This Agreement is final and binding and shall be governed by SA laws
- 14.2. Contents of this agreement are to be kept confidential

NAME : -----
DATE-----

SIGNATURE-----

CLIENT

NAME : -----

SIGNATURE-----

DATE-----

MTEL