

# APPLICATION FOR: FIBRE TO YOUR BUSINESS



Viva Fibre terms & conditions are available at [vivatelecoms.co.za/terms-and-conditions](http://vivatelecoms.co.za/terms-and-conditions)

**SALES REPRESENTATIVE | NAME:** \_\_\_\_\_ **CONTACT:** \_\_\_\_\_

**NOTE** Please PRINT. All the fields with a star are mandatory. A valid ID, proof of banking and company registration document are required as supporting documents for this application.

## SECTION A | CUSTOMER DETAILS

**SURNAME / COMPANY NAME\*** \_\_\_\_\_ **VAT NO.** \_\_\_\_\_

**FIRST NAMES\*** \_\_\_\_\_

**ID NUMBER / REG NUMBER\*** \_\_\_\_\_

**STREET ADDRESS\*** \_\_\_\_\_

**ESTATE / SUBURB\*** \_\_\_\_\_

**CITY\*** \_\_\_\_\_ **POSTAL CODE\*** \_\_\_\_\_

**PROVINCE\*** \_\_\_\_\_

**PHONE NUMBER: HOME\*** \_\_\_\_\_ **WORK\*** \_\_\_\_\_ **CELL\*** \_\_\_\_\_

**EMAIL ADDRESS\*** \_\_\_\_\_

**EMPLOYER NAME\*** \_\_\_\_\_

**OCCUPATION\*** \_\_\_\_\_

## SECTION B | PRICE PLAN SELECTION

*\*(All Prices EXCL VAT)  
24 Month Contract*

Please mark the items selected.

Package	Businet 4Mbps Lite	Businet 4Mbps Extreme	Businet 6Mbps Lite	Businet 6Mbps Extreme	Businet 10Mbps Lite	Businet 10Mbps Extreme	Businet 20Mbps Extreme	Businet 50Mbps Extreme	Businet 100Mbps Extreme
<b>Speed</b>	4MB	4MB	6MB	6MB	10MB	10MB	20MB	50MB	100MB
<b>Monthly (excl vat)</b>	R 788,60	R 1 227,19	R 1 095,61	R 1 665,79	R 1 402,63	R 2 104,39	R 3 928,95	R 5 025,44	R 5 928,95
<b>Setup (excl vat)</b>	R 4 999,00	R 4 999,00	R 4 999,00	R 4 999,00	R 4 999,00	R 4 999,00	R 4 999,00	R 4 999,00	R 4 999,00
<b>Soft CAP</b>	120GB	200GB	160GB	300GB	250GB	450GB	970GB	2048GB	4096GB
<b>Soft CAP Action</b>	25% of Original	25% of Original	25% of Original	25% of Original	25% of Original	25% of Original	25% of Original	25% of Original	25% of Original
<b>Shaped</b>	Torrents	No	Torrents	No	Torrents	No	No	No	No
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* A R500 credit limit is set for all voice services for security reasons, this is adjustable upon request.  
\* A fair use policy is applicable to all data packages. Refer to terms and conditions

Date

Place

Signature

## SECTION C | EXISTING PORT DETAILS

DO YOU WISH TO PORT YOUR CURRENT NUMBER:  YES  NO

EXISTING TELCO/SP \_\_\_\_\_ GNP NO \_\_\_\_\_

## SECTION D | OPTIONAL EXTRAS

Please mark the items selected.

\*(All Prices EXCL VAT)

OPTIONAL EXTRAS	ONCE OFF CHARGE	MONTHLY CHARGE   24 MONTH CONTRACT
<input type="checkbox"/> UNINTERRUPTED POWER SUPPLY	R1099	-
<input type="checkbox"/> PORTED GEOGRAPHIC NUMBER: _____	R250	-
<input type="checkbox"/> ROUTER RENTAL	R 1 500,00	R 550,00
<input type="checkbox"/> SINGLE STATIC IP	-	R 99,00
<input type="checkbox"/> VOICE VAS (Up to 12 Concurrent calls)	-	R 500,00

\* Due to confidentiality call recordings are only available on request and emailed to the customer email address shown on this application form.  
 \* If you want to keep your existing fixed line number, please request a GNP form.

## SECTION E | PRICE PLAN SELECTION

I have read, understand and agree to be bound by the terms and conditions of the Viva Fibre services and declare that the information given above is true and correct. I hereby consent to Viva Telecoms to be credit vetted. I/We hereby authorize DEBITSURE / Viva Telecoms to draw against my/our account with the above mentioned bank (or any other bank or branch to which I/we may transfer my/our account) the amount necessary for the monthly payment due in respect of the above mentioned agreement on a specific day of each and every month. All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally. I/We agree to pay any penalty bank charges relating to this debit order instruction. This authority may be cancelled by me/us by giving thirty days' notice in writing.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION F | DEBIT ORDER

### A. AUTHORITY

GIVEN BY (NAME OF ACCOUNT HOLDER): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BANK: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

BRANCH AND CODE: \_\_\_\_\_

TYPE OF ACCOUNT:  CURRENT (CHEQUE)  SAVINGS  TRANSMISSION

DATE: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

TO (NAME OF COMPANY): **VIVA TELECOMS CC**

BENEFICIARY'S ADDRESS: **53 Anthony Road, 25 Canford Park, Umgeni park, Durban**

This signed Authority and Mandate refers to our contract dated \_\_\_\_\_ ("the Agreement").

I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other Bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement and commencing on \_\_\_\_\_ and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows: monthly, bimonthly, three monthly, six monthly, annually, weekly, bi-weekly (delete that which is not applicable)

In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day.

Payment instructions due may be debited against my account on 7th of each month.

I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my Bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number must be added to this form in Section E before the issuing of any payment instruction.

### B. MANDATE

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions have been issued by me/us personally.

**I/We agree to pay any penalty bank charges relating to this debit order instruction.**

### C. CANCELLATION

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

### D. ASSIGNMENT

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

(Signature as used for operating on the account)

(Assisted By)

### E. AGREEMENT REFERENCE NUMBER

This Agreement reference number is: \_\_\_\_\_

Date

Place

Signature

## VIVA FIBRE | GENERAL TERMS AND CONDITIONS

### GENERAL

1. Viva Fibre is an optical fiber service offering data, voice and content to consumer customers.
2. Viva determines the most suitable technologies to provision data, voice and content services over the fiber network to meet its commercial requirements.
3. The Viva Fibre terms and conditions as detailed herein are subject to change from time to time.
4. Any change to the Viva Fibre terms and conditions will be communicated to the customer upon 30 days written notice or such other reasonable notice period as the circumstances require.
5. The Viva Fibre terms and conditions are available at [www.vivatelecoms.co.za/fibre](http://www.vivatelecoms.co.za/fibre).
6. The detailed Viva Fibre data and voice offering is available at [www.vivatelecoms.co.za/fibre](http://www.vivatelecoms.co.za/fibre).
7. The Viva Fibre service is subject to:
  - 7.1 Viva's Standard contract terms and conditions.
  - 7.2 Viva's Fair Usage Policy
  - 7.3 Additional service or device specific terms and conditions mentioned below.
8. Where there is any conflict between any other terms and conditions mentioned and the Viva Fibre specific terms and conditions, the last mentioned shall prevail.

### PROVISION OF SERVICES

9. The Viva Fibre service will only be available in selected urban areas where fiber is available.
10. The provision of the Viva Fibre service is subject to credit vetting and the successful conclusion of a Viva Fibre service contract.
11. The Viva Fibre service is only available on a 24month service contract.
12. Viva does not warrant an uninterrupted Viva Fibre service and does not offer quality of service, uptime and throughput guarantees.
13. Viva endeavor to maintain the fiber and the Viva Fibre service to the best of its ability.
14. A customer may not resell the Viva Fibre service or use the Viva Fibre service for any commercial activities where the service is on sold to other users.
15. Viva will terminate any customer's Viva Fibre service if it is found that the customer is reselling the service or using the Viva Fibre service for commercial activities.

### COMMENCEMENT AND DURATION

16. The Viva Fibre service contract start date will be the customer account activation date.
17. The Viva Fibre service contract shall remain in force for the initial period as defined by the contract period (i.e. 24 months) where after it shall continue on a month to month basis.
18. The customer can renew or cancel the contract after the initial Viva Fibre service contract period.
19. Any Viva Fibre service migration, due to discontinuation of a Viva Fibre service offer and options available to customers, will be communicated to the customer prior to the end of the Viva Fibre service contract initial period.
20. Any Viva Fibre service contract that includes free or discounted customer equipment can only be renewed or cancelled after the initial period without any penalty.
21. When a Viva Fibre service contract is terminated before the initial period, an early cancellation penalty will apply, equivalent to all of the remaining subscriptions due for the initial period.

### SERVICE OFFERING AND PRICING

22. Viva reserve the right to adjust and amend the service offering and pricing from time to time without prior notice.
23. A customer has the option to purchase the following services:
  - 23.1 Viva Fibre Broadband offering data connectivity and internet access.
  - 23.2 Viva Fibre Fixed Voice offering voice calls.
  - 23.3 Optional services such as additional data and voice recording and devices such as Uninterrupted Power Supply (UPS).

### INSTALLATIONS

24. Viva will appoint an approved installer to install the Viva Fibre service at the customer's premises.
25. The approved installer will require reasonable access to the customer's premises.
26. The approved installer will install the Fibre service in accordance with the detailed installation guidelines for a standard installation as per Layer 2 SP Installation Schedule.
27. If the Viva Fibre service installation exceeds the standard installation specifications, then any additional installation expenses will be for the customer's account.
28. Any additional installation expenses will be settled directly with the approved installer.
29. If the customer does not wish to proceed with the installation due to additional installation expenses, the installation and service contract will be cancelled.
30. The installation will be deemed fully operational if the approved installer successfully tests the Viva Fibre service with the CPE provided by Viva as part of the service contract.
31. The approved installer will not test the installation's operational status with any other CPE than the CPE provided by Viva.
32. The customer undertakes to maintain the installation, including all equipment provided, in good order including environmental considerations as detailed in the Viva Fibre Service Schedule.
33. The customer may not move or alter the Viva Fibre service installation and must notify Viva if there is a need to move or alter the installation.
34. Only a Viva approved installer may move or alter a Viva Fibre service installation.

### CUSTOMER EQUIPMENT

35. The following equipment related to the Viva Fibre service will be installed at the customer's premises:
  - 35.1 An optical network terminal (ONT) that forms part of the Viva fiber Service.
  - 35.2 A Customer Premises Equipment (CPE) with WiFi capability, more commonly known as a router.
36. An optional telephonic device if voice services are included in the Viva Fibre services.
  - 36.1 An optional UPS.
  - 36.2 The ONT at all times remains the property of Viva.
37. The CPE will form part of the Viva Fibre service contract.
38. The Viva Fibre service charge will not be discounted if the customer elects to use their own CPE device.

39. After the Viva Fibre service contract initial period, the CPE and any other customer equipment (Excluding the ONT) becomes the property of the customer.
40. A 12 month warranty will apply to all customer equipment provided.
41. If customer equipment is swapped out by an approved installer as part of fault management, the warranty of the replacement customer equipment will be valid for the balance of the Viva Fibre services contract period.
42. The customer gives Viva permission to configure the router for additional SSID's to enable supplementary services.
43. Any use of a customer's router for additional SSID's will be at no charge to the customer and will not impact the customer service.
44. Should the CPE equipment be damaged by lightning or power surge, it is the customer responsibility and replacement equipment is for the charge of the customer.

### SERVICE INTERRUPTIONS

45. Viva will endeavor to limit service interruption occurrences to the Viva Fibre service and the length thereof.
46. In the case of a service interruption in the Viva Fibre service, Viva will deploy technical teams to address any network faults.
47. If a customer detects a service interruption in the Viva Fibre service, the customer has to notify Viva customer care of the interruption.
48. If the service interruption in the Viva Fibre service is traced to a customer's Viva Fibre installation or customer equipment, then Viva will endeavor to rectify the fault remotely, failing which a service team will be dispatched to the customer's premises to address the fault.
49. If in the event of a service interruption in the Viva Fibre service a service team is dispatched to the customer's premises and it is found that the service interruption is attributable to the customer's actions, then Viva will charge the customer the applicable rates for dispatching the service team to rectify the service interruption.

### LIABILITY

50. Viva accepts no liability for any loss or damage to the property or equipment of the customer arising out of the provision, installation or maintenance of Viva's Fibre service including the customer's use of the customer equipment.
51. Viva accepts no liability for any loss or damage arising out of the use of the Viva Fibre service, including loss or damage due to using the Internet and / or transferring files and content.

### FAIR USAGE POLICY

52. Viva reserves the right to use a Fair Usage Policy (FUP) to manage its' networks in order to maintain acceptable levels of customer experience.
53. The Viva Fibre services are subject to a FUP.
54. The Viva Fibre FUP is subject to change from time to time, the detailed FUP (Fair Use Policy) is available at [www.vivatelecoms.co.za/fiber](http://www.vivatelecoms.co.za/fiber).

### NON PAYMENT

55. Viva Fibre services will be suspended in the event of non-payment.
56. A reconnection fee will be applied as per the credit management process.

### TERMINATION & CANCELLATIONS

57. Cancellations within the contract period will carry a penalty equivalent to all the remaining contract tariffs due for the remainder of 24 month contract period.
58. Any penalties applicable to customer equipment due to termination or cancellation will be included in the last invoice.
59. Viva will inform customers 30 days in advance of the initial contract end period.

### UPGRADES AND MIGRATIONS

60. The customer can migrate to any other Viva Fibre service offer on request.
61. No penalties will apply when upgrading or for an upward migration.
62. Downward migrations will attract a once-off fee.

### RE-LOCATION SERVICES

63. If the customer wishes to move the location of the Viva Fibre service from one geographical location to another and wishes to retain Viva Fibre service (ie: Physical address change) the following will apply:
  - 63.1 A relocation fee will be charged.
  - 63.2 Moves will be allowed subject to a feasibility study on whether a Viva Fibre service can be provisioned at the new location.
  - 63.3 Any additional costs relating to the provisioning of the Viva Fibre service at a new location will be charged to the customer with prior approval.
  - 63.4 If the service cannot be provisioned at the other geographical location, the Viva Fibre contract will be cancelled at no cost to the customer.
  - 63.5 If the Viva Fibre service contract is cancelled due to Viva not being able to provide a service at a new location, then the customer will be liable for any outstanding fees applicable to the customer equipment.

### FIXED VOICE

64. The Viva Fibre Fixed Voice service is not dependent on a Viva Fibre Broadband installation.
65. The customer will receive a Viva Fibre Fixed Voice non-geographic telephone number.
66. The customer can port a geographical telephone number to the Viva Fibre Fixed Voice service.
67. All national on-net (Viva Fibre to Viva Fibre and Viva Fibre to Viva Telecoms) and off-net (Viva Fibre to any other operators) calls will be deducted from the Viva Fibre Fixed Voice price plan allocations or at the default out-of-bundle rates if the price plan allocation is depleted.
68. All international calls will be charged at the current Viva international calling rates.

Date

Place

Signature