

## **INTRODUCTION**

This document stipulates the terms and conditions for a long-term contract agreement between Wicotel (the service provider) and a subscriber (ie customer). The reason for a long-term agreement is to accommodate the subscriber to pay off fees over a period of time, which would have been regarded as once off fees otherwise

## **APPLICABLE DOCUMENTATION**

This document does not replace or supersede any of the other Wicotel policies or agreements. It should be read in conjunction with our Terms of Service document as well as the WDSL fair usage policy (if applicable)

## **INDEMNIFICATION**

You (the subscriber) agree to indemnify, defend, and hold harmless Wicotel, its affiliates and its and their respective owners, investors, contractors, officers, directors, members, managers, partners, shareholders, licensors, suppliers, customers, employees, agents, third-party advertisers, technology providers and service providers from and against any loss, damage, cost, or liability (including, reasonable attorneys' fees) resulting from or relating in any way to any claim, demand, action or proceeding that arises out of this Agreement or the service, including but not limited to in relation to your use, non-use or misuse of, or connection to any service as provided by Wicotel.

## **AGREEMENT PERIOD**

We (Wicotel) will continue to supply you with, and you must pay the charges for, the internet services until the full 24 months of this agreement ends. If this agreement ends before the end of the minimum period (whether by you or us), you must still pay all the full subscription charges until the end of the minimum period (which is 24 months). This does not apply if we end this agreement because we are permanently unable to provide the services to you.

## **SERVICES AND OUTAGE**

We always pride ourselves in providing superior service and minimal downtime. However, there are exceptional cases where equipment get damaged or service interrupted.

## **PAYMENT OF CHARGES**

- You must pay any charges, within seven days of the date on your bill.
- If you owe us any money beyond your due date, and you do not have valid reasons for disputing the payment, we may charge you interest on the overdue amount. We charge interest at the rate of 25%, calculated daily from the due date until the date you pay us, both before and after judgment. We may also charge you our reasonable administration costs as a result of you paying your bill late or failing to pay it. We may charge you an administration fee if we have to transfer your account to a debt collection agency because you do not pay your airtime payments. You will be held liable for any legal charges as a result of non-payment

## **OWNERSHIP AND INSURANCE**

- The equipment is sold to the subscriber on a rent-to-own agreement.
- Until such time that the contract has been fully paid, you may not sell, hire to someone else, swap or throw away the equipment.
- The equipment is the full responsibility of the subscriber. The subscriber must ensure that all equipment is fully and comprehensively insured. Any loss or damage incurred on the equipment will be for the subscribers account.
- The full contract term will remain effective irrespective of whether or not the equipment is in working condition

## **SUSPENDING OUR SERVICES**

We can suspend or restrict your use of our services if:

- We believe our equipment are being used in a way we do not allow
- You have not kept to this agreement, for example, if you fail to pay any charges when due
- We have asked you for a deposit or payment which you've not paid
- We believe that you have entered into this agreement fraudulently
- You become bankrupt or make any arrangement with creditors or go into liquidation or an administration order is made or a receiver is appointed over any of your assets
- You do anything (or allow anything to be done) which we think may damage or affect the operation of our network services
- The emergency services tell us to, or a law or regulation is passed which means we need to do so

We will try to tell you when we suspend or restrict your use.

When we suspend or restrict your use, this agreement will continue and you still have to pay all charges due.

## **THE LENGTH OF THIS AGREEMENT**

This agreement will run for 24 months

**AGREEMENT START DATE**

This agreement will take effect on \_\_\_(day)\_\_\_\_\_(month)\_\_\_\_\_(year).  
This is also the date the Internet service will take effect. First payment will be a  
pro-rata calculation of the remainder of the month and is payable within 7 days

**MONTHLY FEES**

The subscriber is signing up for Internet services and agrees to pay R\_\_\_\_\_

( \_\_\_\_\_ ) per month for the next 24  
months

**SUBSCRIBER DETAIL**

Company Name (or full names and surname) \_\_\_\_\_

Billing Address \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone number(s) \_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_(month)\_\_\_\_\_(year)

\_\_\_\_\_  
Subscriber name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wicotel Representative

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date