

G. Your details in the Phone book



The Phone book

You can choose ...

- a free standard entry. UNLESS you indicate otherwise in the blocks below, your details will be listed in your local Phone book and may be abbreviated.

Do you want the Phone book to show your ...

- Title **and/or** Suburb

Which **one** of the following do you want the Phone book to show?

- Postal address; **or** Street number and name; **or**
 Building, room number/farm.

In which language do you want the entry to be?

Business customers, please describe your business (30 letters only)

- extra entries or information. Apart from your basic details, you can have extra entries or information printed in the Phone book, at additional cost. See your local Phone book for more information.

What extra entries/information do you want?

- to have bold-face entries and advertisements in the Phone book ... Please contact Telkom Directory Services (Pty) Ltd in this regard. See your local Phone book for more information.

- not to have your details in the Phone book. You will be unlisted - your details will not be printed in any Phone book or given out by any directory enquiry services.



Yellow Pages

For bold-face entries and advertisements in the Yellow Pages, or to be listed on the Info 10-11-8, the Talking Yellow Pages' data base, please contact Telkom Directory Services (Pty) Ltd. See your local Yellow Pages for more information.

H. Agreement (Your signature)

I confirm that ...

- in the case of a business, I am authorised to order the telephone service;
- the details I have given in this form are correct and complete; and
- I have read and I understand and accept Telkom's conditions of contract. (Detach and retain the abridged conditions of contract for your information)

Your signature

Date

If you are under 21 years old, your guardian must also sign this order.

Your guardian's ID number

Your guardian's signature

Date

End of this order.

209121/00A

Telkom SA Ltd. Reg no91/05476/06

Abridged conditions of contract

Use these numbers for enquiries:

- Telephone number
- Order number

I/we ("the customer") accept and understand that:

1. The services provided by Telkom SA Limited ("Telkom") are subject to Telkom's standard conditions for public switched telecommunication services (PSTS) ("the standard conditions") as amended from time to time, the provisions of Telecommunications Act 103 of 1996 and Telkom's PSTS licence.

2. Telkom reserves the right to amend the standard conditions from time to time.

3. The standard conditions are available for perusal at any Telkom customer service branch and can be inspected free of charge during normal office hours.

4. This order form contains only an abridged version of certain of the standard conditions. In the event of any conflict between this abridged version and the standard conditions, the provisions of the standard conditions will prevail.

5. The abridged standard conditions set out in this document are not all the important standard conditions of contract and it is my/our responsibility to study the standard conditions.
NOTE: If you have not studied the standard conditions and wish to do so before being bound thereto, you should not sign and/or submit this order form until you have done so.

6. By signing and submitting this order form to Telkom, I/we will be bound by the standard conditions, irrespective of whether we have read it or not.

7. If I/we am/are not the owner(s) of the premises where the service is required, I/we must obtain any permission from the owner of such premises that may be required and I/we indemnify Telkom against all damages or claims resulting from the failure to obtain such permission relating to the installation and or removal of the service.

8. A contract in respect of the services concerned will come into being upon the date on which this order form, submitted by me/us, is accepted and approved by Telkom.

9. Telkom reserves the right to refuse to provide a service if the applicant fails to meet the conditions of Telkom's credit referencing procedure.

10. Telkom reserves the right to make general credit reference enquiries about the applicant who has applied for a service and to check the correctness of the information supplied by the applicant when applying for a service. Telkom shall also be entitled to furnish any information relating to my/our account and compliance with the standard conditions to any credit bureau.

11. Telkom shall be entitled to require from me/us the payment of a deposit, to be determined by Telkom as a precondition for providing the service. The deposit is to serve as security for payment of any amounts due to Telkom by me/us.

12. Should I/we cancel or modify an order so that abortive costs are incurred by Telkom, I/we shall be liable for such costs, which shall be payable on demand.

13. Telkom shall install the service, as requested by me/us against payment of the relevant installation and deposit if applicable.

14. I/we will, at my/our own cost, ensure the provision of a suitable electrical power supply, should this be required for the proper functioning of the service.

15. I/we shall allow Telkom free access to my/our premises during reasonable hours to install, inspect, maintain or remove telecommunication facilities or equipment.

16. Where the service is a telephone or a telex service, Telkom shall provide, at no charge, an entry in the directory for the area in which the service is provided, which will comprise my/our name, address and service number in an abbreviated form.

17. No entry will be made in the directory if I/we should request Telkom in writing to be excluded from the directory. In such case, my/our directory information will also be excluded from any directory information service provided by Telkom.

18. I/we agree not to resell capacity on any telecommunication facility obtained from Telkom or cede or assign my/our rights to use the telecommunication facility, or subject or otherwise part control of it, without Telkom's written consent.

19. Telkom shall levy charges for the provision of services, including but not limited to installation charges, reconnection charges, service charges, co-user charges, rental charges and call charges, in accordance with rates as determined by Telkom from time to time, subject to Telkom's PSTS licence conditions. I/we will be liable for all charges levied in respect of all services provided by Telkom.

20. Telkom shall maintain the service, against payment of rental/maintenance charges that are payable in advance for the first and any subsequent rental period, as from the date on which the service is established.

21. I/we shall only be entitled to a credit on the rental amount payable for the Service, pro rata to the duration of the interruption, if:

(a) the service has been unavailable for a continuous period of 24 hours or, in the case of an international private Leased Circuit for a continuous period of 3 hours; or

(b) irrespective of the duration of the unavailability, the pro rata rental amount corresponding to the period of unavailability is at least equal to an amount determined by Telkom from time to time.

22. Call charges are billed to me/us at the end of each billing period and are payable on or before the due date indicated on the account.

23. Telkom shall periodically provide me/us, usually on a monthly basis, with an account which constitutes a statement of the services rendered and an invoice for the amounts payable by me/us.

24. Telkom may, however, at its own discretion, issue to me/us an account outside the normal billing cycle, and/or demand immediate payment of any amounts due by me/us.

25. The account rendered by Telkom to me/us is prima facie proof of the amount due to Telkom by me/us. I/we am/are, however, entitled to query or dispute any element of the account in accordance with the provisions of paragraph 10 of the standard conditions, which deals with customer assistance, complaints and arbitration.

26. Interest is payable on late payments from date of issue of the invoice up to and including the date of payment thereof, compounded monthly, at a rate as determined by Telkom SA Limited from time to time.

27. A service will be deemed to be in good working order until Telkom is advised otherwise.

28. If Telkom determines that a fault reported by me/us was caused by an item of customer premises equipment which is not covered by a maintenance agreement with Telkom, I/we will be liable for the relevant call-out charges, as determined by Telkom from time to time.

29. The service may:

(a) be terminated after the minimum rental period applicable to the service by giving one month's prior written notice; and

(b) be suspended and/or terminated by Telkom on the terms and under the conditions set out in the standard conditions.

30. Where I/we request the termination of a service, the rental, if any, paid for a period after the official date of termination, will be credited to me/us. If I/we request that a service be terminated prior to the expiry of the minimum rental period, or if the service is terminated as a result of non-payment of the account, I/we will remain liable for the rental for the non-expired part of the rental period.

31. For purposes of clarity, where I/we should change location, for example as a result of moving from one residence ("the old residence") to another, I/we remain liable for all charges in respect of the service at the old residence until such time as I/we have formally terminated with Telkom the service at the old residence.

32. After termination of the service for whatever reason:

(a) Telkom may delete any entries in the directory pertaining to the service;

(b) Telkom may enter my/our premises to remove Telkom's telecommunication facilities;

(c) I/we will pay on demand all charges and/or costs outstanding at the time of termination, or accrued thereafter as a result of the termination.

Abridged conditions continues ...