



Chapter 50

Agency Related Arrangements

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CHANGES SINCE LAST VERSION

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SUMMARY OF CHANGES		
Paragraph	Description	Date
Chapter 50	Corporate Compliance	2013/01/10
50.1.2	Deletion of dated terminology and references plus insertion of new definitions: Customer, Applicant, Application Form	2013/01/11
50.1.3	Updated in line with new Standard Terms & Conditions	2013/01/11
50.1.4 (5)	Renumbered to 50.1.5	2013/01/11
50.1.4	Insert clause re RICA	2013/01/11
Appendix A, B	Amendments to wording	2014/01/30
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CHAPTER 50

AGENCY AND RELATED ARRANGEMENTS

50.1 Introduction

- 50.1.1 In terms of Section 69 (5) (c) of the Electronic Communications Act 36 of 2005, Telkom has certain obligations in so far as the protection of customer information, e.g. accounts and **records** relating to the provision of his or her telecommunication service, is concerned.
- 50.1.2 When dealing with Agency and related arrangements, cognisance must be taken of certain of the definitions contained in Telkom's Standard Terms and Conditions for the Provision of Electronic Communication Services and Products: -
- a. **Customer** means "the person who has applied for and who Telkom has agreed to provide the Telkom Services and Selected SE, where applicable, and who will be liable for the payment of the Charges and for compliance with the Agreement. Customer will also include "Subscriber" and "End-user" as defined in section 1 of the [Electronic Communications] Act".
 - b. **Applicant** means "the person whose details are reflected on the Application Form, whether captured on paper, or via electronic means such as voice recordings, computer generated and captured data or similar means".
 - c. **Application Form** means "the official Telkom Application Form which is completed by the Applicant in writing, electronically or telephonically, which houses the Applicant's details and the Applicant's/Customer's request that Telkom provide it with certain Telkom Services and/or the Selected SE"
- 50.1.3 The requirement that the customer/applicant complete and sign an application form is stated under the heading "APPLICATION FOR TELKOM SERVICES AND CONDITIONS APPLICABLE TO SUCH APPLICATION" of Telkom's Standard Terms and Conditions which reads as follows:
- "Persons wishing to obtain a Telkom Service and where applicable, the SE, must apply for the Telkom Service and SE by signing the standard Telkom Application Form, which can be either downloaded from the Telkom Website or obtained on request from Telkom's customer service branches; or by following any other application procedure determined by Telkom from time to time."
- 50.1.4 Telkom furthermore has certain obligations under the Regulation of Interception of Communication and Provision of Communication Regulated Information Act 70 of 2002 (RICA), as set out in Condition 3 of the Standard Terms and Conditions, which also create obligations for both Telkom and the customer that impacts on Agency matters.
- 50.1.5 When a customer disputes his/her telecommunication account or transgress in some way or another in so far as the use of the service is concerned, and the matter is taken to court, the first issues we must prove are inter alia:

- (i) is there a contract between Telkom and the customer;
- (ii) is it indeed the customer that has contracted with Telkom (application form);
- (iii) what is the terms and conditions of this contract; and
- (iv) was the customer alerted to the terms and conditions.

50.2 Ordering of services on behalf of another party

In view of the contractual relationship between Telkom and a customer as explained in 50.1 above, it is clear that no party may order a service on behalf of another party, except if the party who requires the service has informed Telkom in writing that he has appointed someone (an agent or assignee) who will interact with Telkom on his behalf.

50.3 Agency arrangement

50.3.1 Appointment of agent

a. To appoint an agent, the customer must by means of the agency letter, a copy of which is attached as appendix A, inform Telkom of such an arrangement. If a customer opts not to allow his agent to perform all the duties as outlined in a to e of the letter, the customer must clearly stipulate what duties the agent may perform and iro what type of services or which accounts. The letter as per appendix A is the only agency letter that Telkom will accept to allow an agency arrangement. The appointment of an agent must be made on a **letterhead of the customer**. Should the customer decide to no longer use the services of the agent or change agents, it is the customer's responsibility to inform Telkom about it.

b. In the case where an agency arrangement already exists, and the customer chooses to appoint a further agent, say voice services only now to be handled by the existing agent 'A', and non-voice services now to be handled by the new agent 'B', the customer must provide Telkom with new agency letters, clearly stipulating the responsibilities of each agent.

c. In the case where an existing agent (agent 'A') is taken over by another party (agent 'B'), ie where the operations of the agent is transferred from one legal entity to another, and agent 'B' wishes to continue acting as agent for the installed client base, the Telkom customer must provide Telkom with a new agency letter, appointing agent 'B' as his new agent.

50.3.2 Recording of agency arrangement

a. On receipt of a duly completed agency letter in say the commercial PABX (Business Voice Systems) or Data sections, details of the agency arrangement, e.g. name of the agent and its core responsibilities must be recorded (in a condensed format) on the CBS or Clarify systems, as well as any other systems deemed necessary. This is necessary so that a duly appointed agent can be recognised as such when interacting with Telkom, e.g. when making enquiries, reporting faults, etc on behalf of his client, the end user.

b. In those instances, where an agent requires that the customer's telecommunication account be sent to him (the agent) and not the customer, the address details must be recorded as follows in the CBS/Clarify **postal address** field:

Any Agent (Pty) Ltd

On behalf of (Registered name of customer)

(Address of Any Agent)

In view of the fact that Clarify programmatically prints the name of the registered customer over and above what is captured in the address field, the name of the customer will be printed twice on the account. Accounts generated by Clarify will therefore be addressed as follows:

Name of registered customer

Any Agent (Pty) Ltd

On behalf of (Registered name of customer)

(Address of Any Agent)

The capturing of address details as depicted above is to meet certain tax requirements of both the agent and the customer.

- c. If the customer requires that his telecommunication account be sent to him instead of to his agent, the address details must be recorded as follows in the CBS/Clarify postal address field:

Name of customer

(Agent: Name of agent)

Address of customer

The capturing of the agent's name in these instances is merely a Telkom requirement and is of interest to both commercial and service management sections.

- d. When, in the case of an existing agency arrangement, the customer requests that his telecommunication account in future be sent directly to his duly appointed agent, the customer's postal address details on CBS/Clarify must be changed as explained in 50.3.2b above. In such instances, however, the prescribed cost associated with a change of customer transaction is payable and has to be debited to the customer's next telecommunication account. Item A1.2.2d (where legal entity changes) of the Tariff List has reference.

- e. It is important to note that where an agent has been appointed by a customer to interact with Telkom on his behalf and the agent has been recorded by Telkom as such, the service(s) must remain registered in the name of the customer. The customer also remains liable for the payment of all charges/invoices rendered by Telkom with regard to the provision of telecommunication services/facilities to him. An agency arrangement therefore does not affect the suspension, discontinuance and legal processes in terms of existing procedures.

f. As indicated in 50.1.1, Telkom has to keep on record all records relating to a relevant telecommunication service. Duly completed agency letters must therefore also be filed and kept on record at the relevant commercial processing office for future references.

50.3.3 Termination of an agency arrangement

a. Should a customer or agent decides to terminate an agency arrangement it is the customer's responsibility to notify Telkom in writing about it and, if necessary, inform Telkom of his new billing address - also see 50.3.1a. The customer's agent may also notify Telkom of such a termination. If, in such an event, Telkom is unable to establish the customer's new billing address, the installation address should be captured as the billing address. All references to such an agent recorded on Telkom systems (CBS/Clarify, etc) must then be deleted from the relevant systems. Any orders placed by the agent on behalf of the customer prior to or simultaneous with the notification of termination of the agency arrangement must be executed, unless otherwise requested by the customer.

b. In those instances where the customer's telecommunication account was sent directly to his agent, the customer's postal address details on CBS/Clarify obviously will have to be amended to

a. again reflect the customer's, and not the agent's, postal address. In such instances, the prescribed cost associated with a change of customer transaction is payable, and has to be debited to the customer's next telecommunication account. Item A1.2.2d (where legal entity changes) of the Tariff List has reference. Also see 50.3.2c.

50.4 Assignee arrangement

50.4.1 Appointment of assignee

To appoint an assignee (in the case of residential and sole proprietary business customers), the customer must by means of the assignee letter, a copy of which is attached as appendix B, inform Telkom of such an arrangement. The letter as per appendix B is the only assignee letter that Telkom will accept to allow an assignee arrangement on a long term basis. Should the customer decide to no longer use the services of the assignee or change assignees, it is the customer's responsibility to inform Telkom about it.

50.4.2 Recording of assignee arrangement

a. Duly completed assignee letters can be handed in at a Telkom outlet or faxed to 088 012 326 8682 for processing.

a. On receipt of a duly completed assignee letter, details of the assignee must be recorded on the CBS or Clarify systems, as well as any other systems deemed necessary. This is necessary so that a duly appointed assignee can be recognised as such when interacting with Telkom, eg when making enquiries, reporting faults, etc on behalf of the end user.

b. It is important to note that where an assignee has been appointed by a customer to interact with Telkom on his behalf and the assignee has been recorded by Telkom

as such, **the service(s) must remain registered in the name of the customer.** The **customer also remains liable for the payment of all charges/invoices** rendered by Telkom with regard to the provision of telecommunication services/facilities to him. An assignee arrangement therefore does **not** affect the suspension, discontinuance and legal processes in terms of existing procedures.

c. As indicated in 50.1.1, Telkom has to keep on record all records relating to a relevant telecommunication service. Duly completed assignee letters must therefore also be filed and kept on record at the relevant commercial processing office for future references.

50.4.3 Termination of an assignee arrangement

Should a customer or assignee decide to terminate an assignee arrangement it is the customer's responsibility to notify Telkom in writing about it. All references to such an assignee recorded on Telkom systems (CBS/Clarify, etc) must then be deleted from the relevant systems. Any orders placed by the assignee on behalf of the customer prior to or simultaneous with the notification of termination of the assignee arrangement must be executed, unless otherwise requested by the customer.

50.5 General

50.5.1 A customer who uses the services of an agent/assignee may, notwithstanding an agency/assignee arrangement, interact with Telkom as is standard practice. When the customer communicates directly with Telkom about certain matters, all communications from Telkom about such matters must obviously be directed directly to the customer and not via the agent/assignee.

50.5.2 Whether placed by a customer or his duly appointed agent/assignee, all orders placed with Telkom are subject to Telkom's credit vetting policy and procedures. Telkom should, however, not divulge any information relating to a customer's credit worthiness to the customer's duly appointed agent/assignee. Thus, should the credit vetting process reveals the customer's credit profile to be not favourable, the matter should be discussed with the customer and not the agent/assignee.

50.5.3 Should a customer wish Telkom to interact with eg a consultant acting on his behalf – see paragraph 44.4.3.

Appendix A

(To appear on a letterhead of the customer)

Telecommunications

Manager,

Any Customer
Any Address
Any Town
Postal address

Any date

Any Person
Telkom SA Limited

Dear Any Person

APPOINTMENT OF AGENT

1. This letter serves to advise Telkom SA Limited that _____
(*name of customer*), of _____ (*address*) (hereinafter called "the
Principal") have appointed _____ (name of
agent) of _____ (address) (hereinafter called "the Agent") as
the Principal's lawful Agent with full power and authority, which appointment the Agent has
accepted, to perform and take all necessary actions, on behalf of the Principal and in the
Principal's name, with regard to the provision of telecommunication services, namely:

- *a. application for new telecommunication services and facilities, upgrades, as well as indoor and outdoor transfers;
- *b. enter into lease agreements for the provision of such telecommunication services, facilities, upgrades and/or transfers;
- *c. monitor the installation/provision of the said services and/or facilities by Telkom;
- *d. report and escalate to Telkom any problems pertaining to the services/facilities provided by Telkom;
- *e. receive and ensure the payment of invoices from Telkom for the provision of the said services and/or facilities.

* (*Delete if not applicable*)

2. The Principal agrees and understands that it will remain liable for the payment of all charges/invoices rendered by Telkom with regard to the provision of telecommunication services/facilities to the Principal.

3. The Principal and the Agent understand and agree that all agreements entered into by the Agent on behalf of the Principal, for the provision of telecommunication services and/or facilities, shall be in the name of the Principal only.

4. The Principal and the Agent understand and agree that the services/facilities provided by Telkom are subject to Telkom's standard terms and conditions as amended from time to time, which standard terms and conditions are available from Telkom on request, the provisions of the Electronic Communications Act 36 of 2005 and Telkom's licences.

5. Accounts/invoices with regard to telecommunication services rendered by Telkom to the Principal, should be forwarded to the following billing address:

6. By signing and submitting this letter to Telkom, the Principal agrees to be bound by Telkom's standard terms and conditions, irrespective of whether I/we have read it or not.

7. The Principal hereby ratifies and agrees to ratify whatsoever shall be done by the Agent by virtue of this letter, and furthermore indemnifies Telkom against all and/or any damages and/or losses, of whatsoever nature and howsoever arising, suffered by the Principal as a result of any acts/omissions by the Agent in terms of its appointment.

8. If the Agency arrangement is terminated by either the Agent or Principal, the Principal shall notify Telkom accordingly in writing and inform Telkom of the new billing address.

duly authorized by
Any Customer
Business Registration Number _____

Telkom Account number(s): _____
Telkom Service number(s): _____

I, the undersigned

Title and name

hereby acknowledge and agree to my appointment as Agent.

Signature of Agent

Date

Appendix B

Address:

Date: _____

Any Person
Telkom SA Limited

Dear Any Person

APPOINTMENT OF ASSIGNEE

1. This letter serves to advise Telkom SA Limited that

_____ (name of customer)

_____ (identity number)

being the renter of telephone number _____,

(hereinafter called "the Principal"), have appointed

_____ (name of assignee)

_____ (identity number)

(hereinafter called "the Assignee") as the Principal's lawful Assignee with full power and authority, which appointment the Assignee has accepted, to perform and take all necessary actions, on behalf of the Principal and in the Principal's name, with regard to the provision of telecommunication services, namely:

*a. application for supplementary services/facilities on the existing main service, as well as indoor and outdoor transfers ;

*b. enquiries about the service and/or the account;

*c. changes to the service, such as contact details, debit order details, credit limits and postal address;

*d. monitor the installation/provision of the said services/facilities by Telkom;

*e. report and escalate to Telkom any problems pertaining to the service/facilities provided by Telkom.

* *Delete if not applicable*

2. The Principal agrees and understands that it will remain liable for the payment of all charges/invoices rendered by Telkom with regard to the provision of telecommunication services/facilities to the Principal.
3. The Principal and the Assignee understand and agree that the services/facilities provided by Telkom are subject to Telkom's Standard Terms and Conditions, as amended from time to time, which standard terms and conditions are available from Telkom on request, the provisions of the Electronic Communications Act 36 of 2005 and Telkom's licences.
4. By signing and submitting this letter to Telkom, the Principal agrees to be bound by Telkom's standard terms and conditions, irrespective of whether he/she has read it or not.
5. The Principal hereby ratifies and agrees to ratify whatsoever shall be done by the Assignee by virtue of this letter, and furthermore indemnifies Telkom against all and/or any damages and/or losses, of whatsoever nature and howsoever arising, suffered by the Principal as a result of any acts/omissions by the Assignee in terms of its appointment.
6. If the Assignee arrangement is terminated by either the Assignee or Principal, the Principal shall notify Telkom accordingly in writing.

Duly authorised by:

Signature of Customer

I, the undersigned

Title and name

hereby acknowledge and agree to my appointment as Assignee.

Signature of Assignee

Date