

After Hrs. Fax: 021-852 6448



TELECOMMUNICATION REQUEST FORM

Personal Details

First Name _____

Surname _____ ID-No. _____

If applicable: Referred by: _____

If in name of company: company name, VAT & registration number: _____

Street _____ Postal Box _____

Postal Code _____ Town _____

Tel (home) _____ Tel (work) _____ Tel (cell) _____

Telefax _____ E-mail _____ @ _____

DEUtel to be used from Tel line(s): 1. _____ 2. _____

Approx. no. of international calls per month: _____

	SPEED DIAL	DESTINATION NO.	NAME
Free Speed Dial Service!	#01		
	#02		
	#03		
	#04		
	#05		
	#06		
	#07		
	#08		
	#09		
	#10		

Payment term and details:

Account holder: _____ Account number: _____ Branch: _____

Bank name: _____ Type of account: _____ Branch code: _____

Service Authorisation: The undersigned customer hereby requests international telecommunication services from Overton Sysstems Limited, UK, Reg. No 3955386, herein represented by Eurotel (Pty) Ltd., Reg. No. 1999/17476/07, subject to the [terms and conditions](#) of the contract having been brought to her/his attention, these having been read, understood and accepted. The undersigned customer authorises Eurotel (Pty) Ltd., in it's function as collecting agent for Overton Systems Limited, to debit fees payable in terms of the DEUtel telecommunication service from the above bank account.

X _____
Date

X _____
Signature

Overton Systems Limited, England · Reg. No.3955386 · herein represented by EUROTEL (Pty) Ltd. · Reg. No. 1999/017476/07 · VAT No. 4320184965
P. O. Box 2854 · Somerset West 7129 · South Africa · Telefon (+27-21) 851 2543 · Fax (+27-21) 851 2560 · E-mail: info@eurotel.co.za

! Kindly sign terms and return. Thank you!

Terms and Conditions of Eurotel/Deutel Telecommunication Services

1. Interpretation

- 1.1 The SUPPLIER shall mean Overton Systems Limited, a company duly incorporated in the United Kingdom, herein represented by Eurotel (Pty) Ltd, a company duly registered in accordance with the laws of the Republic of South Africa having registration number 1999/17476/07.
- 1.2 The CUSTOMER shall mean the person or entity described upon the front page of the application form.
- 1.3 The SERVICE shall mean a foreign based and operated international telecommunication service, which the SUPPLIER makes available to the CUSTOMER for the TARIFF. The identical SERVICE may be offered as "Eurotel" or "Deutel" SERVICE.
- 1.4 The TARIFF shall mean the amounts payable for the utilisation of the SERVICE expressed in the currency as published in the TARIFF from time to time at the offices of Eurotel (Pty) Ltd, Second Floor, 57 Caledon Street, Somerset West, or as may telephonically or in writing be requested from Eurotel (Pty) Ltd upon the date that the services are utilised.

2. Scope of agreement

The CUSTOMER hereby enters into an agreement with the SUPPLIER to supply the SERVICE for the consideration as published in the TARIFF from time to time.

3. Period of the agreement

This agreement shall commence on the date the SUPPLIER accepts the CUSTOMER's application to subscribe to the SERVICE, alternatively the date upon which the CUSTOMER first utilises the SERVICE, whichever shall be the earlier, and shall continue for an indefinite period. Notwithstanding the above either party shall be entitled to terminate this agreement forthwith upon written notice. The SUPPLIER shall be entitled to terminate this agreement in any of the events described in term 7 hereunder.

4. Payment and Billing

- 4.1 In consideration for the SERVICE the CUSTOMER undertakes to pay to the SUPPLIER the amount, in the currency, stipulated from time to time in the TARIFF applicable upon the date the service was utilised, which amounts shall become due upon the date the service is utilised.
- 4.2 All amounts for the SERVICE shall be paid by direct debit order, unless agreement to the contrary is given in writing to the CUSTOMER by the SUPPLIER, and the CUSTOMER's signature shall be deemed to be the requisite authority authorising the SUPPLIER to make such deductions from the bank account. The SUPPLIER reserves the right to perform any such credit checks the SUPPLIER deems necessary (i.e. via "Deed Search" or other information centres) and not conflicting with the laws of the Republic of South Africa. For this purpose necessary details such as ID numbers may be requested from the CUSTOMER and utilised by the SUPPLIER while adhering to valid confidentiality requirements.
- 4.3 In the event that the parties reach agreement as to payment in any other manner, payment will be made within 14 (fourteen) days from the date of invoice.
- 4.4 All queries concerning invoiced or debited amounts must be brought to the attention of the SUPPLIER by the CUSTOMER within 15 days of date of invoice or date of debit, failing which the debited or invoiced amounts will be deemed to be correct.
- 4.5 Any amount not paid on due date shall bear interest at the rate of 1,5% per month compounded on a daily basis.
- 4.6 The consideration as expressed in the TARIFF does not include VAT. In the event that VAT does become payable by or on behalf of the SUPPLIER, the CUSTOMER agrees and undertakes to pay VAT in addition to the amount stipulated as per the TARIFF at the applicable rate from time to time.

5. Customer Obligations

- 5.1 The CUSTOMER undertakes not to use or permit the use of the SERVICE for any unlawful immoral or improper purpose.

- 5.2 The CUSTOMER undertakes not to act or omit to act in such a way that would bring damage or injury to any person or to the telecommunication services in use.

- 5.3 The CUSTOMER agrees to conform to generally accepted telecommunications etiquette, which includes but is not limited to the following guidelines:

- refraining from transmitting any message or information which is illegal, offensive, threatening, abusive, harassing, harmful or hateful
- refraining from transmitting any message or information which may be in violation of intellectual property or personality rights of others.

6. Indemnity

The CUSTOMER hereby indemnifies and holds the SUPPLIER or any other person free from liability for loss or damage of whatever nature and howsoever arising from the CUSTOMER's use of the SERVICE and/or failure to perform his obligations in terms of this agreement, including but not limited to his failure to comply with the above guidelines. Furthermore the SUPPLIER is indemnified and held free from any liability in respect of any loss or damage arising from any circumstance beyond the reasonable control of the SUPPLIER or any circumstance as set out under 7.1 of this agreement.

7. Termination/Suspension of Services

- 7.1 SERVICES may at the discretion of the SUPPLIER be terminated or suspended
 - if the network suppliers are unable to provide services
 - if payment of the charges is not completed by the due date
 - during any technical failure, modification or change to the services or the service equipment
 - if the CUSTOMER fails to comply with any of the terms and conditions contained herein
 - if the CUSTOMER does not make use of the SERVICES for a minimum period of 90 days without prior announcement to the SUPPLIER
- 7.2 Should the CUSTOMER be in default of any payment due in terms of this agreement or fail to observe and perform any of the other terms of this agreement, the SUPPLIER shall be entitled to claim immediate payment of all amounts payable in terms of this agreement, whether or not such amounts are due.

8. Variation

The SUPPLIER shall be entitled from time to time at its discretion to

- 8.1 make such variations to its TARIFFs as he deems appropriate;
- 8.2 when practicable notify the CUSTOMER of these variations 14 days in advance.

9. General

- 9.1 This agreement shall be governed and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters in connection therewith shall be determined in accordance with the laws of the Republic of South Africa.
- 9.2 The CUSTOMER hereby consents to the jurisdiction of the Magistrates Court in the Republic of South Africa or Namibia as the case may be having jurisdiction over his/her/its person in respect of all matters relating to this agreement, notwithstanding that the claim or value of the matter in dispute might otherwise exceed the jurisdiction of such a Court in respect of the causes of action.
- 9.3 The CUSTOMER chooses the physical address supplied overleaf as his/her/its domicilium citandi et executandi for the purposes of giving any notice, the serving of any Process or for any other purpose arising from this agreement.
- 9.4 No alteration, variation or modification of this agreement, excluding only the TARIFF, shall be of any force or effect unless reduced to writing and signed by all parties to the agreement or their duly authorised representatives.