



\* Must be completed and e-mailed back to [admin@bosveld.co.za](mailto:admin@bosveld.co.za) or faxed to 086 524 9491. No installation would proceed without signed forms.

## Client Information

<b>Client :</b>		<b>Contact Person:</b>	
<b>ID No</b>		<b>Telephone Nr:</b>	
<b>Installation Address:</b>		<b>Cell Phone Nr:</b>	
		<b>Fax Nr :</b>	
<b>Postal address</b>		<b>E-mail address:</b>	
		<b>VAT Nr :</b>	

\* Company/Customer's name must be the legal name of a Company or Person for registration purposes.

**Please attach ID.** (This is a legislated requirement and we cannot proceed without it)

Own Equipment

New Installation

**PREMIUM UNCAPPED PACKAGES :** - Installation fee -2500-00 once off / Installation fee - R3500 pay off option

3 Mbps	5 Mbps	7 Mbps	9 Mbps	10 Mbps *	20 Mbps *
Uncapped	Uncapped	Uncapped	Uncapped	Uncapped	Uncapped
R 375-00 p/m	R 550-00 p/m	R 875-00 p/m	R 1395-00 p/m	R 1995-00 p/m	R 2995-00 p/m
Signature	Signature	Signature	Signature	Signature	Signature

**Budget Residential Internet Package** - Please note that these are budget uncapped and speeds are up to with 1 Mbps upload.

3 Mbps Home	5 Mbps Home	7 Mbps Home	9 Mbps Home	10 Mbps Home
Uncapped	Uncapped	Uncapped	Uncapped	Uncapped
R 250-00	R 450 p/m	R 750 p/m	R 995-00 p/m	R1 279-00 p/m
Signature	Signature	Signature	Signature	Signature

\* (subject to availability in your area).

### Domain Hosting Packages:

Features	Basic	Premium	Professional	Superior	Ultimate
Domains	1	1	1	1	1
Sub-Domains	5	7	10	15	30
Total Disk Space (Mailboxes + Website)	1800MB	3000MB	4950MB	8000MB	15810MB
Bandwidth	1800MB	3000MB	4950MB	8000MB	15810MB
MySQL Database	1	2	3	4	5
Mailboxes	5	7	10	15	30
Mailbox Quota - Each	300MB	375MB	450MB	500MB	510MB
Website Space	300MB	375MB	450MB	500MB	510MB
Setup / Annual Renewal (.co.za)	R180.00	R180.00	R180.00	R180.00	R180.00
<b>Monthly Charge</b>	<b>R 99.00 p/m</b>	<b>R 150.00 p/m</b>	<b>R 260.00 p/m</b>	<b>R 430.00 p/m</b>	<b>R 850.00 p/m</b>
	Signature	Signature	Signature	Signature	Signature
<b>Is this a new domain?</b> <input type="checkbox"/>			<b>Is this a domain transfer?</b> <input type="checkbox"/>		
Please provide up to 5 preferred domain names where the 1 <sup>st</sup> will be prioritised:			Please provide your current domain name:		
1					
2					
3					
4					
5					



## ----- DEBIT ORDER COMPULSORY -----

Please choose date for Debit order : 25 / 30/31 / 01 / 07 / 15 ( Please circle date )

### **PAYMENT OPTIONS:**

Subscription – Pay monthly by debit order .

I/We acknowledge that termination of this contract is not possible within the first five (5) months and agree to give one calendar month's written notice to terminate this contract.

Should I/we fail to pay my/our account I/we shall be liable for any collection, tracing and/or legal fees. I/we confirm that the abovementioned physical address is my/our domicilium citandi et executandi. I/We indemnify Bosveld Communications against any damage, loss, claims or cost that may result from work being done in connection with the service being rendered, removal of the service and/or my/our computer equipment not being compatible. I/We acknowledge that I/we will be charged additional fees for work or maintenance outside the normal equipment warranty required to be done by Bosveld Communications. I/We agree that this additional work should be paid on receipt of invoice or alternatively it will be added to the monthly subscription fee. Use of Internet related services is subject to our acceptable use policy (AUP). Bosveld Communications will not be liable for any loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, direct, or otherwise, even if Bosveld Communications has been advised of the possibility of such damages. In particular Bosveld Communications or its Agents will not be liable for any loss of data due to a software security breach, virus infection or any other form of data loss that can be incurred while connected to the internet or otherwise. I/We warrant that I/we have read and accept Bosveld Communications Standard Terms and Conditions and Acceptable use Policy (AUP) available online at [www.bosveld.co.za](http://www.bosveld.co.za) .

Accepted by: Name: \_\_\_\_\_ (Who warrants that they are authorized to sign)

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

### **Banking Details:**

Bosveld Communications:

1. **ABSA** : Cheque account, Account Nr : 4061199567 Branch Code : 632005
2. **Standard Bank** : Cheque account, Account Nr : 331535580, Branch Code : 052548
3. **Nedbank** : Cheque account , Account Nr : 1006978143, Branch Code : 141848



**BANK DEBIT ORDER INSTRUCTION**

(Abbreviated name as registered with the bank :BOSCOM)

Please choose date for Debit order : 25 / 30/31 / 01 / 07 / 15 ( Please circle date )

Commencement Date : \_\_\_\_\_ (Date of first debit order)  
Name : \_\_\_\_\_ Date : \_\_\_\_\_  
Address : \_\_\_\_\_ Debit Amount : \_\_\_\_\_  
Contact No : \_\_\_\_\_

The details of my/our account are as follows:

BANK : \_\_\_\_\_  
BRANCH TOWN : \_\_\_\_\_  
BRANCH CODE. : \_\_\_\_\_  
ACCOUNT NAME. : \_\_\_\_\_  
  
ACCOUNT NO. : \_\_\_\_\_  
  
TYPE OF A/C : \_\_\_\_\_

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorize you to issue and deliver payment instructions to the bank for collection against my / our abovementioned 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 the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorized to be issued must be issued and delivered as follows, on the last day ("payment day") of each and every month. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account; I / We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. 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.

**MANDATE**

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

**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.

**ASSIGNMENT**

I / We acknowledge that this Authority may be ceded to 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 \_\_\_\_\_ 20\_\_

-----  
SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS



The Applicant consents to the jurisdiction of any competent South African Magistrate's court for the adjudication of any legal dispute between Bosveld Communications and the Applicant and these terms and conditions will be construed and interpreted in accordance with the law of the Republic of South Africa.

The Applicant acknowledges that the terms and conditions hereof may not be varied or cancelled except in writing and signed by Bosveld Communications and the Applicant.

In the event that any of the terms of this contract are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

Free Telephonic support is available (weekends included) from 8:00 daily until 20:00 by dialing or sending an sms/whatsapp message to our Support Numbers: 064 750 0705.

On-site support is charged at Bosveld Communications current rates.

Installation (equipment) is available at a once-off cost of R3500.00 all inclusive (Travel, brackets, cable, antenna's etc.). The Installation of the wireless internet system includes the connection of PC's or equipment already networked to the Internet (on the day of installation). Additional cabling for PC's and extra networking, can be quoted to the client. The Wireless Installer has sufficient knowledge to connect PC's to the internet but IS NOT an IT technician and as such does not do IT maintenance or support.

SLA on equipment available on request.

Bosveld Communications only supply and maintain wireless connections with the relevant content (Internet, VPN, CCTV, etc.). Bosveld Communications DOES NOT supply IT support or maintenance and their responsibility ends with the connection to the Customers internal equipment. Any IT related work has to be attended to by your IT personnel or your IT support company. We can assist with IT work through our sister company – Northweb IT

**Please note** that there is absolutely **no** guarantee against lightning on the equipment. Please take the necessary precaution to avoid lightning damage. Make sure that equipment is specified on your insurance. Help prevent lightning damage by unplugging both cables from the PoE in case of thunderstorms and/or lightning.

We do not discriminate and all packages are linked via fiber to Teraco.

We **DO** provide email addresses but you may use a free email provider such as Gmail or your own provider. Please make sure that they can authenticate themselves. Bosveld Communications reserves the right to modify prices on one month's notice and new pricing will apply to this agreement after the notice period unless the agreement is cancelled in writing by me/us.

Payment Options: Monthly by debit order or EFT. EFT payment must reflect before or on the 7<sup>th</sup> of each month. All prices include VAT. Interest at 2.5% p/m will be charged on overdue accounts. IF account has not been paid account will be suspended on the 8<sup>th</sup> of that month.

If paying by EFT please include INVOICE NR as to allocate funds received to correct account.

Cancellations of services require one calendar month's written notice from day cancellation is send. If additional or other services rendered as per contract period signed.

All packages are true uncapped. NO daily limits or throttling gets implemented on our network. Torrents (p2p) may get shaped during office hours.

Accepted by: Name: \_\_\_\_\_ ( Who warrants that they are authorized to sign)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## SLA Antenna Line Rental

These product or service specific terms and conditions must always be read together with our General Terms and Conditions, which will always apply to your use of this product or service.

### **WIRELESS EQUIPMENT RENTAL**

#### **1. DEFINITIONS**

- 1.1 Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.
- 1.2 In these Wireless Equipment Rental Terms: 1.2.1 "Coverage Area" means coverage area falling within the signal radius of the Wireless Network;
- 1.2.2 "CPE Device" means the customer premises equipment which shall be installed by BOSVELD COMMUNICATIONS on the exterior of Customer's premises;
- 1.2.3 "Equipment" means the CPE Device (including software, hardware, cables, connectors), which meets the requirements of the Wireless Equipment Rental selected by Customer in the Application Form and rented by BOSVELD COMMUNICATIONS to Customer in terms hereof, to enable connectivity to the Wireless Equipment;
- 1.2.4 "Operator" means BOSVELD COMMUNICATIONS
- 1.2.5 "Service Centre" means the Operator's support services center situated at: (i) 99A Doornkraal Street Polokwane. BOSVELD COMMUNICATIONS may have various data centers in its network.
- 1.2.6 "PECN" means private electronic communications network as defined in the Electronic Communications Act;
- 1.2.7 "Wireless Equipment" means a wireless link created within the Wireless Network which wireless link is connected between the CPE Device and the Wireless Network in order to: (i) enable the PECN; and (ii) enable access to and use of the Wireless Network by Customer via, the Wireless Equipment Rental;
- 1.2.8 "Wireless Equipment Fees" means the fees which are payable by Customer to BOSVELD COMMUNICATIONS in respect of all fees and charges levied by the Operator to BOSVELD COMMUNICATIONS attributable to the Wireless Equipment including, but not limited to application, installation maintenance, support and repair fees;
- 1.2.9 "Wireless Equipment Rental" means the wireless services contemplated in this Agreement, which BOSVELD COMMUNICATIONS renders to Customer in accordance with Customer's choices, as set out in the Application Form under such heading or description comprising of: (i) the leasing of the Wireless Equipment to Customer; (ii) configuration of the Equipment; and (iii) the management of the Wireless Link on behalf of Customer, as contemplated below;
- 1.2.10 "Wireless Network" means the wireless network connection operated by Operator in the unlicensed frequency spectrum in accordance with the provisions of the ECA, over which the Wireless Link is created in order to ensure a secure private link over a public/private network required for the provision of the Wireless Equipment Rental.

#### **2. DURATION**

- 2.1 Either Party may terminate Wireless Equipment Rental at the end of the 5 month period by giving the other Party 1 (one) calendar month written notice of termination prior to the end of the Initial Period.
- 2.2 If neither Party has given notice as contemplated in clause 2.1 above, Wireless Equipment Rental shall endure indefinitely thereafter on the same terms and conditions, provided that either Party shall be entitled to terminate Wireless Equipment Rental on 1 (one) calendar months written notice to the other to that effect.
- 2.3 Notwithstanding any provisions to the contrary in the Agreement, BOSVELD COMMUNICATIONS shall (without payment of any penalty of whatsoever nature), be entitled to terminate Wireless Equipment Rental at any time (during the Initial Period or any renewal period thereof) on 30 (thirty) day's written notice to Customer.
- 2.3.1 Should the Coverage Area be compromised; or
- 2.3.2 if the quality of the Wireless Link or the operation of the Wireless Network is adversely affected due to any act or omission of Customer; or
- 2.3.3 Should BOSVELD COMMUNICATIONS's agreement with the Operator terminate for whatever reason; or
- 2.3.4 Should BOSVELD COMMUNICATIONS suspend or terminate its wireless network deployment for whatever reason; or
- 2.3.5 should BOSVELD COMMUNICATIONS be required to do so by ICASA or in terms of any relevant legislation applicable to the usage of the unlicensed spectrum; or
- 2.3.6 Upon request thereto by other telecommunication service providers due to breach by Customer of any of the terms and conditions applicable to the access and/or use of the Wireless Link; or
- 2.3.7 should Customer's access and/or use of Wireless Equipment be in contravention of this Agreement or BOSVELD COMMUNICATIONS's policies and/or any applicable legislation; and/or
- 2.3.8 Should the regulator make changes to the unlicensed spectrum which impacts on the provision of the Wireless Equipment Rental, Wireless Network and/or Wireless Link.
- 2.4 BOSVELD COMMUNICATIONS shall have the right at any time, and without liability, to immediately suspend its provision of the Wireless Equipment Rental and continue to charge Customer therefore, if it is notified by the Operator that
- 2.4.1 In the Operator's opinion, the quality of the Wireless Link may be or is impaired, or otherwise adversely affected, due to any act or omission of Customer;
- 2.4.2 Any Equipment has been reverse engineered, decompiled, modified or tampered with in any way;
- 2.4.3 Non-payment in terms of this Agreement of any Service Fees payable;
- 2.5 Upon termination of the Wireless Equipment Rental for any reason whatsoever Customer shall provide BOSVELD COMMUNICATIONS with the necessary co-operation and assistance to arrange for the removal of the Equipment from Customer's premises.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



### 3. PAYMENT

- 3.1 Customer shall pay BOSVELD COMMUNICATIONS the Services Fees specified in the Application Form in accordance with the provisions set out in the General Terms.
- 3.2 The Wireless Equipment Fees payable by Customer shall form part of the Service Fees and all provisions in the Agreement relating to the payment of the Service Fees will be applicable to the Wireless Equipment Fees. BOSVELD COMMUNICATIONS may include such Wireless Equipment Fees in the Service Fees even if it is not due or paid by BOSVELD COMMUNICATIONS to the Operator yet, provided that the Operator has invoiced BOSVELD COMMUNICATIONS for such fees and charges.
- 3.3 Should Customer move and/or relocates to a different location and/or premises, BOSVELD COMMUNICATIONS shall charge Customer for the moving and/or relocation of the Equipment to new premises and/or location which includes without limitation the: (i) on-site survey fees; (ii) Equipment and/or Wireless Equipment installation fees; and/or (iii) set up fees. The aforementioned fees shall be included in Customer's monthly invoice, which shall be payable by Customer in accordance with the provisions of the General Terms.

### 4. WIRELESS NETWORK AND WIRELESS EQUIPMENT

- 4.1 In order to have access to the Wireless Network, a Wireless Link is required and for these purposes, BOSVELD COMMUNICATIONS will contract directly with the Operator, in its own name, for the provision of the Wireless Equipment.
- 4.2 The provision of the Wireless Equipment by BOSVELD COMMUNICATIONS to Customer as envisaged above is subject to the approval of the Operator.
- 4.3 Wireless Equipment is provided subject to any terms that the Operator may impose from time to time.
- 4.4 Wireless Network is designed, created and operated over the unlicensed frequency spectrum.
- 4.5 a Wireless Link is created over the Wireless Network.
- 4.6 BOSVELD COMMUNICATIONS will manage the Wireless Link including the Equipment on behalf of Customer.
- 4.7 Customer shall (without prejudice to BOSVELD COMMUNICATIONS's rights to claim payment for any outstanding amount for the services rendered), not be entitled to terminate Wireless Equipment Rental should the Wireless Link remain unavailable due to an Uncontrollable Event. If an Uncontrollable Event continues for a period of more than 60 (sixty) days, then the Customer may terminate this Agreement by written notice to BOSVELD COMMUNICATIONS by reason of such Uncontrollable Event.
- 4.8 The quality of the Wireless Link is dependent upon the quality and capacity available to the Wireless Network which is subject to any technological constraints affecting the Wireless Network. Customer shall therefore not be entitled to terminate Wireless Equipment Rental as a result of any impairment to the quality of the Wireless Link and/or quality and/or capacity of the Wireless Network which impacts on Customer's access and usage of the Wireless Equipment Rental.
- 4.9 Wireless Network including the Wireless Link are created over the unlicensed frequency spectrum and although BOSVELD COMMUNICATIONS and the Operator uses reasonable commercial endeavors to: (i) ensure the: (a) operation; (b) availability; and (c) functionality of the Wireless Network including the Wireless Link; and (ii) , attend to any unavailability including failures and/or errors impacting on the Wireless Network, including the Wireless Link, in terms of any obligations placed on it in terms of this Agreement. BOSVELD COMMUNICATIONS and the Operator do not represent, warrant or guarantee the operation, availability, capacity, or functionality of the Wireless Network including the Wireless Equipment.
- 4.10 Although BOSVELD COMMUNICATIONS and the Operator uses reasonable commercial endeavors to ensure the security of the Wireless Link, BOSVELD COMMUNICATIONS and the Operator do not in any manner whatsoever warrant, represent and/or guarantee the security of the Wireless Link, Customer is therefore advised to ensure the security of its network infrastructure.
- 4.11 BOSVELD COMMUNICATIONS and the Operator shall not be liable under any circumstances for any loss or damage caused by or arising in any manner whatsoever from the: (i) unavailability of the Wireless Network, of the Wireless Network and/or Wireless Link; and/or (iii) breach of the security of the Wireless Link and/or Customer's network infrastructure.

### 5. TERMS AND CONDITIONS SPECIFIC TO WIRELESS EQUIPMENT RENTAL

- 5.1 The Equipment will be rented to Customer subject to the provisions of clause 6 below.
- 5.3 Wireless Equipment Rental is provided subject to this Agreement and all relevant laws and regulations applicable from time to time.
- 5.4 BOSVELD COMMUNICATIONS will only provide Customer with use of the Wireless Equipment Rental provided Customer pays the Services Fees set out in the Application Form. 5.5 Upon approval of BOSVELD COMMUNICATIONS's application for the Wireless Link by the Operator, BOSVELD COMMUNICATIONS shall notify Customer with regard to the installation date and time. BOSVELD COMMUNICATIONS cannot guarantee the installation date and time, but will use reasonable efforts to ensure that the anticipated installation date and times are met. BOSVELD COMMUNICATIONS will inform Customer as soon as possible if it is unable to attend a set appointment. Customer shall also not be entitled to cancel Wireless Equipment Rental or refuse to accept installation, set-up and or configuration of the Equipment as a result of BOSVELD COMMUNICATIONS's failure to meet anticipated installation date and times.
- 5.6 Customer shall prior to the installation date:(i)appoint a designated person to manage the installation project on Customer's behalf;(ii)prepare the premises and/or the area where installation will be done for installation purposes; and (iii) notify its staff, other tenants/owners on the premises, the landlord and/or governing bodies (where relevant) about the installation date and time.
- 5.7 Customer warrants that:
- 5.7.1 The premises and/or the area where installation will be done, meet the requirement of the Occupational Health and Safety Standards;
- 5.7.2 In the case of rented premises the landlord and/or governing body(ies) have given Customer the necessary written approvals to allow BOSVELD COMMUNICATIONS to commence and perform the Installation Work.
- 5.7.3 In the case of rented premises the landlord and/or the governing body(ies) are aware of: (i) the installation work to be done; (ii) what such installation entails; and (iii) the installation date and time; and
- 5.8 Customer hereby indemnifies BOSVELD COMMUNICATIONS and/or the Operator against all losses or damages it sustains or incurs as a result of breach by the Customer of the warranties contained in this clause

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



5.9 BOSVELD COMMUNICATIONS and/or the Operator including any of their respective agents or contractors shall on the installation date and during hours, attend to:

5.9.1 The installation of the Equipment; and

5.9.2 Set-up and/or configuration of the Equipment.

5.10 Customer shall allow BOSVELD COMMUNICATIONS and/or the Operator including their agents or contractors, all reasonable access to Customer's premises and/or property for the purposes set out in clauses 5.9.1 and 5.9.2 above. A signed confirmation by Customer (including his/her/its employee, representative, carrier, agent or nominee), that installation and set-up and/or configuration of the Equipment was done shall constitute proof that it was done according to specification and Agreement.

5.11 BOSVELD COMMUNICATIONS may be required to: dig, drill, remove pavement, carpets, tiles, and ceilings, apply glue or perform any other act in order to install the Equipment ("Installation Work"). Customer hereby gives BOSVELD COMMUNICATIONS the permission to perform such Installation Work.

5.12 BOSVELD COMMUNICATIONS will use reasonable commercial endeavors to ensure that the Installation Work is performed in a professional manner without causing any damage to Customer's or any other third party's premises or property.

5.13 BOSVELD COMMUNICATIONS cannot guarantee that work will be performed without errors, faults and/or causing damages of whatsoever nature to Customer's or any other third party's premises or property.

5.14 In the event of any such damage to Customer's or any other third party's premises, installation area or property, Customer shall indemnify BOSVELD COMMUNICATIONS and/or the operator from any claim arising as a result of such damage and Customer shall not hold BOSVELD COMMUNICATIONS and/or the Operator including their contractors and/or agents liable under any circumstances, for any loss, damage, costs or expense whatsoever caused by or arising in any manner whatsoever from any action or omission of BOSVELD COMMUNICATIONS, the Operator and/or its contractor's.

5.15 Customer shall when required, allow BOSVELD COMMUNICATIONS and/or Operator including their respective agents all reasonable access to its premises for the purposes of the reinstallation, re-set-up, re-configuration and maintenance and repair of the Equipment.

5.16 BOSVELD COMMUNICATIONS shall be entitled to change the Wireless Equipment Rental Services (which may include without limitation the amendment of the technical parameters and/or specification relating to the Wireless Equipment Rental), at any time during the Initial Period and/or any renewal thereof on 30 (thirty) days written notice to Customer.

5.17 Customer may not terminate Wireless Equipment Rental, other than as contemplated in clause 2 above, should such Wireless Link not be available to Customer at any stage during the term of Wireless Equipment Rental for any reason whatsoever.

5.18 The provision and/or availability of the Wireless Equipment Rental are inter alia subject to the operation of the Wireless Network and the Wireless Link.

5.19 Notwithstanding anything that might indicate the contrary, Customer shall at all times comply with all terms and conditions and/or limitations imposed by BOSVELD COMMUNICATIONS on the Wireless Link including Wireless Network for the duration of the Wireless Equipment Rental.

5.20 The Customer shall at all times comply with all terms and conditions and/or limitations imposed by BOSVELD COMMUNICATIONS on the Wireless Link including Wireless Network for the duration of the Wireless Equipment Rental.

## **6. EQUIPMENT RENTAL**

6.1 BOSVELD COMMUNICATIONS hereby leases the Equipment to Customer who accepts such rental.

6.2 The Equipment will at all times remain the property of BOSVELD COMMUNICATIONS and Customer agrees that he/she/ it will never become owner the Equipment.

6.3 The Equipment shall at all times be regarded as a movable property and shall not become part of the property.

6.4 BOSVELD COMMUNICATIONS shall have the right to enter Customer's premises in order to remove the Equipment upon termination of the Wireless Equipment Rental.

6.5 BOSVELD COMMUNICATIONS shall at its own costs and expense deliver the Equipment at Customer's premises. A signed delivery note by Customer (including his/her/its employee, representative or nominee) shall constitute proof that the Equipment was delivered to and received by Customer in good condition.

6.6 Upon delivery of the Equipment as envisaged in clause 6.5 above, Customer shall bear all risk of loss, theft, damage and/or destruction of the Equipment while housed at Customer's premises for an amount equal to the full replacement value thereof. Customer shall make its own arrangements regarding the insurance of the Equipment.

6.7 Customer shall not allow any third party to take possession of the Equipment unless duly authorized thereto by BOSVELD COMMUNICATIONS. Should any third party take possession of the Equipment without the said authorization, the replacement value thereof shall immediately be due and payable by Customer.

6.8 If the premises at which the Equipment will be installed are rented:

6.8.1 Customer shall:

6.8.1.1 Advise BOSVELD COMMUNICATIONS in writing of the name and address of the landlord as well as any changes thereto;

6.8.1.2 Not move the Equipment without BOSVELD COMMUNICATIONS's prior written consent;

6.8.2 Customer warrants that the landlord and/or governing body(ies) have been informed that the Equipment belongs to BOSVELD COMMUNICATIONS and can therefore not be subject to a lien or landlord hypothec. Customer hereby indemnifies BOSVELD COMMUNICATIONS against all losses or damages it sustains or incurs as a result of breach by the Customer of the warranty contained in this clause.

6.9 Customer shall only use the Equipment in conjunction with the Wireless Equipment Rental Services. Under no circumstances will Customer or anyone else be allowed to: (i) access and/or tamper with the Equipment. (ii) Move the Equipment to any other location and (iii) use the Equipment for any other purpose.

6.10 Access to the Equipment shall be restricted to BOSVELD COMMUNICATIONS.

6.11 Customer shall use the Equipment solely for internal purposes and shall not be entitled to directly or indirectly transfer, distribute, re-distribute, sell, re-sell, lease, sub-lease and/or lend the Equipment in any manner whatsoever to any third party without BOSVELD COMMUNICATIONS's prior written consent.



## **Budget Residential Internet Package Agreement**

I/We, ....., the undersigned wish to apply for a Budget Residential Internet Package, as indicated on page 1 of application form.

I/We understand that all provided equipment stay the property of Bosveld Communications.

If contract is terminated for any reason, I/We give Bosveld Communications the right to remove equipment within 48 hours of cancellation of contract.

If equipment is not recoverable, I/We the undersigned will be responsible for a fee of R3500 for equipment .

By signing below I agree to bind myself to this agreement for 12 (twelve) months, commencing on the first day of the month following date of signature hereof.

I further confirm that I've read and signed the standard Bosveld Communications application Form and Standard Terms and Conditions.

Date : \_\_\_\_\_

Place : \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_