



FIBRE TO THE ESTATE

MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN

IT PIONEER TRADING (PTY) LTD (ITP Africa) and Name: / Company Name:

ID Nr: / Company Registration no: _____

Company Vat no: _____

Physical Address: _____

Cellphone no: _____

E-mail Address: _____

RESIDENTIAL FIBRE TO THE ESTATE

DATA PACKAGES	MONTHLY FEE	SELECT OPTION WITH 'X'
10/5Mbps Uncapped	R479	
20/10Mbps Uncapped	R649	
50/25Mbps Uncapped	R849	
100/50Mbps Uncapped	R1049	
200/100Mbps Uncapped	R1249	
R1499 Router and Activation fee		

** Please sign for acknowledgement of package and router/activation selection.*

Signature: _____

ADD ON's

WiFi Booster/Extender rental	R49 pm	
Router Insurance, additional booster R35/month	R50 pm	

**Please note: If ITP Africa insurance is not taken, the client will be liable for all costs involved*



2. CONDITIONS OF AGREEMENT

The following conditions shall apply:

- 2.1 This agreement shall commence on the installation date.
- 2.2 The service shall continue indefinitely until terminated by either party giving to the other party 30 days' written notice to that effect provided that such notice shall not be given during the first 90 days of the service period.
- 2.3 Where no written notification of termination of agreement is given, the agreement will automatically be renewed for a further 30 days.
- 2.4 In case of early termination, a penalty of R200 per outstanding month for the remainder of the initial period selected above, shall be payable by the client.
- 2.5 ITP Africa shall retain ownership of all equipment installed on the 24-month contract packages.
- 2.6 The client shall always ensure that updated Anti-Virus and Malware protection programs are installed and activated.
- 2.7 The client is prohibited to use any networking software to bypass pre-set server settings.
- 2.8 The client will be responsible for the safekeeping of installed equipment. Any damaged equipment will be replaced and billed to ITP Africa's account when a 24-month contract is signed with ITP Africa. The equipment installed at the clients' premises remains the property of ITP Africa and is free to use during the duration and after the duration of the contract.
- 2.9 Should the client want to insure their installed equipment against unforeseen circumstances such as damage caused by lightning as well as theft, ITP Africa offers insurance at a cost of R50-00 per month which will be added to your total monthly instalment. If, however, the client does not choose this option provided by ITP Africa it is up to the client to insure the equipment privately.
- 2.10 If the client chooses not to insure the equipment with ITP Africa or in their private capacity, and the equipment is damaged in any occurrence, the client is liable for all the costs involved in replacing the equipment and the installation thereof. The client will still be billed their monthly premium regardless of the inability to use the service.
- 2.11 Once an insurance claim has been made, a client cannot make another claim within six (6) consecutive months thereafter.
- 2.12 ITP Africa's fair user policy will apply on all ITP Africa packages. A copy of this policy is available on the ITP Africa website.
- 2.13 After installation the connection will only be activated after receipt of a signed contract.
- 2.14 A R350 fee will be charged should a prospective client request a signal scan only.
- 2.15 ITP Africa does not provide any services pertaining to the protection of equipment against adverse weather conditions. Activation of line speed to be completed within 48 hours.
- 2.16 Should a client choose to upgrade their line speed, a new contract needs to be sent to support@itpafrika.co.za
- 2.17

3. BREACH OF CONTRACT

- 3.1 Should any party breach any of the terms of this agreement and fail to remedy such breach within 7 working days of the date of delivery or written notice by such party specifying the breach and demanding its rectification, then and in such event the other party is entitled to cancel this agreement and to claim and recover from the in breach party damages sustained by the prejudiced party as consequence of the cancellation occasioned by the breach, or to claim specific performance.
- 3.2 For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the magistrate's court.

4. INVOICES, STATEMENTS AND PAYMENTS

- 4.1 Please note that all payments are paid on a monthly prepaid basis. (a month in advance) the first debit within 48 hours, will include, installation fee and pro rata for the installation month.
- 4.2 The equipment fee will be debited, once off, with the first monthly deduction.
- 4.3 ITP Africa has a debit order system that is compulsory for all clients that runs on the last working day or the 15th of every month. If insufficient funds are present on the date of scheduled payment, a R100 bank fee will be passed onto the client. Any debit orders that have not been honoured will result in disconnection of service immediately. Only once the arrear payments have been paid to date, will the Internet service be reconnected and a R150 reconnection fee will be charged to the client.
- 4.4 Please note that any outstanding amount present on the account will be deducted from the scheduled debit order run i.e. instalment cost, equipment cost, pro-rata fees or insurance.

5. ANTI-VIRUS TERMS AND CONDITIONS

- 5.1 ITP Africa will not be held responsible for any problems concerning viruses on a client's device.
- 5.2 It is the client's responsibility to load, scan and update his or her Anti-Virus and Spyware programs and to make sure the program is up to date and efficient.
- 5.3 There are no guarantees with viruses. For example, if spam is found on the client's computer which affects all the other users on the network, the client will be disconnected from the Internet immediately, without notice, until the problem is resolved. A R50 reconnection fee will be charged. This is in order to protect all our clients on the network.

ADDITIONAL COSTS

- 6.1 Please note that additional charges may be levied for:
 - 6.1.1 Equipment needed for non-standard installations i.e. longer poles etc.
 - 6.1.2 Extra access points requested by the client to extend connection throughout the house
 - 6.1.3 An additional R50 connection fee will be charged due to failed debits.

**By signing this document you agree to the Terms and Conditions.*

Signed at _____ on this _____ day of _____

Signature _____



COLLECTION AUTHORITY
ENTERED INTO BETWEEN: IT PIONEER TRADING (PTY) LTD
(*THE SERVICE PROVIDER) AND

CUSTOMER DETAILS

Client ID (N0xxxx) _____
Customer Name (The Debtor) _____
Cell Number _____ Address 1 _____
Telephone Number _____ Address 2 _____
Fax Number _____ Address 3 _____
E-mail Address _____ Postal Code _____

CUSTOMER BANK DETAILS

Account Holder Name _____
Bank Name _____
Account Number _____
Branch Code _____
Account Type Specify: (Current/Savings/Cheque/Other) _____

CUSTOMER FINANCIAL RECORD (COLLECTION)

Approximate day of monthly deduction ("Deduction Date")

DATE	SELECT OPTION WITH 'X'
1 st of the Month	
15 th of the Month	
Last Day of the Month	

SERVICE PROVIDER DETAILS

Name IT PIONEER TRADING (PTY) LTD
Abbreviated Name ITP AFRICA
Contact Person Charles Swart
Contact Number 010 446 7732
Address 12 Pieter Uys Street, Witfield, Boksburg, 1459

PLEASE ATTACH THE FOLLOWING

1. A copy of your ID
2. Proof of Residence



DEFINITIONS

- 1.1. Amounts outstanding shall mean
 - 1.1.1. Total outstanding balance on my/our account, plus
 - 1.1.2. Any other amounts ("OTHER AMOUNTS") that may become due, including but not limited to administration charges, interest, bank charges, penalties, collection charges, etc.
- 1.2. Amounts due shall mean
 - 1.2.1. Such an amount as may be due and payable to THE SERVICE PROVIDER on the 1st of each month, with a maximum amount not exceeding the total outstanding balance on my/our account plus (or inclusive of, however the case may be) OTHER AMOUNTS, this being the amount owing to THE SERVICE PROVIDER now or in future.
- 1.3. Penalties shall mean any amount that may be levied due to the non-payment or default of any amount due in terms of the Service Provider Standard Terms and Conditions.
- 2. I/we THE DEBTOR hereby instruct and authorize THE SERVICE PROVIDER to draw against my/our account with THE BANK (or any other bank or branch to which I/we may transfer my/our account) the monthly amount due, this being the amount necessary for payment of the monthly amount due in respect of purchase, plus any OTHER AMOUNTS should this be the case, approximately on the day as stipulated in this authority (DEDUCTION DATE), commencing on the date of first collection (DATE OF FIRST COLLECTION) and continuing until termination of the agreement. All such withdrawals from my/our bank account by THE SERVICE PROVIDER shall be treated as though they had been signed/authorized by me/us (THE DEBTOR) personally.

- 3. I/we understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I/we also understand that details of each withdrawal will be printed on my/our bank statement or on an accompanying voucher.
- 4. I/we agree to pay any bank charges relating to this Collection instruction as negotiated between myself/ourselves and our bank.
- 5. Execution of this agreement by THE SERVICE PROVIDER shall be regarded as receipt thereof by my/our bank (whichever it is or will be.)
- 6. I/we acknowledge that it remains my/our (THE DEBTOR's) responsibility to ensure that all amounts outstanding are settled in full.
- 7. I/we acknowledge that all goods purchased (if applicable) will remain the property of the SERVICE PROVIDER and that ownership will only pass to the DEBTOR upon completion of payment.
- 8. This agreement shall terminate on the later of cancelation of this authority by THE DEBTOR or termination of the Agreement with the SERVICE PROVIDER.
- 9. I/we hereby consent to receiving communications by electronic mail ("email") and/or short messaging service ("sms").
- 10. I/we hereby choose abovementioned address as my Domicilium Citandi et Executandi.
- 11. I/we acknowledge that the party hereby authorized to effect the drawing(s) against my/our account may not cede or assign any of its rights to any third party without my/our prior written consent and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party.
- 12. **Please note that all collections in terms of this authority will be reflected on your bank account as: IT Pioneer Trading (Pty) Ltd.**

**By signing this document you agree to the Terms and Conditions.*

Signature of the Account Holder

Date

Name
(Who warrants that he/she is duly authorized hereto)

Place

