

FTTx SERVICE ORDER FORM

Complete this form if you are applying for FTTX service. Please note that incomplete details may cause delays in providing the service.

CUSTOMER INFORMATION

Name:		I.D. No.
Physical Address:		
Phone:	Cell	E-mail
Postal Address:		

SERVICE REQUIRED

FIBER TO THE HOME PACKAGES

Description	FTTH Lite	FTTH Standard	FTTH Premium	FTTH Platinum
Download speed	Up to 25Mb/s	Up to 50Mb/s	Up to 75Mb/s	Up to 100Mb/s
Upload speed	Up to 5Mb/s	Up to 5Mb/s	Up to 5Mb/s	Up to 5Mb/s
Capping	Uncapped	Uncapped	Uncapped	Uncapped
Retail Price (Incl VAT)	E1 235.00	E2 469.00	E3 705.00	E4 939.00
Please tick selection				

FIBER TO THE BUSINESS PACKAGES (SMEs)

Description	FTTB Lite	FTTB Standard	FTTB Premium	FTTB Platinum
Download speed	Up to 25Mb/s	Up to 50Mb/s	Up to 75Mb/s	Up to 100Mb/s
Upload speed	Up to 10Mb/s	Up to 25Mb/s	Up to 35Mb/s	Up to 50Mb/s
Capping	Uncapped	Uncapped	Uncapped	Uncapped
Retail Price(Incl VAT)	E1 359.00	E2 719.00	E4 075.00	E5 432.00
Please tick selection				

DIRECT DEBIT PAYMENT (optional)

Please pay Eswatini Posts & Telecommunications Corporation by Debit Order from the account detailed in this mandate subject to the safeguard assured by the Debit Order guarantee. I understand that this mandate may remain with Eswatini Posts & Telecommunications Corporation and payment instructions shall be passed electronically to my Bank to debit my Account.

By signing this form, I have given authority to my Bankers to debit my account using Debit Order Facility towards my bill settlement with Eswatini Posts & Telecommunications Corporation.

Account Holder Full Name _____

Bank Name: _____ Branch Code _____

Bank Account No: _____

Debit Order Date: 21 ____ 26 ____ 1 ____ Effective Debit Date _____ Effective Expiry Date _____

Debit my account with

E

I, the undersigned authorize the Eswatini Posts and Telecommunications Corporation (EPTC) to, in terms of the agreement, deduct the service rate from this account, including any applicable service rate increases I have selected or any increases that EPTC may apply as agreed with me, until service termination or change. Furthermore, I confirm that, the details I have given on this FTTx Service form are correct and complete.

Authorized Signatory: _____ Date: _____

TERMS AND CONDITIONS

SECTION 1. PROVISION OF SERVICE

1.1. Contract Duration:

The provision of the FTTx service carry a non-negotiable contract of 12 months.

1.2. Service request(s):

A request shall be effective from the date of installation by Eswatini Telecom for the duration of the contract, unless sooner terminated as may be otherwise permitted. Upon expiration of the Initial Contract period, the Services shall continue until terminated by the Customer through a ninety (90) days written notice to Eswatini Telecom.

1.3. Services fees and charges:

Eswatini Telecom may increase or reduce services prices in line with the regulatory authority (ESCCOM).

1.4. Eswatini Telecom Services Responsibilities Generally:

Eswatini Telecom shall be responsible for the Service only up to the relevant Demarcation Point, as may be identified on the applicable service request, (or otherwise determined by the nature of the Services provided).

1.5. Upgrade and Downgrade:

The Customer is only permitted to request an upgrade or downgrade of a Service after the expiry of the contract duration as from the service request date. Should the Customer want to upgrade or downgrade the Services during the contract duration, the customer shall pay Eswatini Telecom the balance of the contract's remaining months.

SECTION 2. BILLING AND PAYMENT

2.1. The Services fees shall become due and payable upon receipt of an invoice from Eswatini Telecom and the Customer shall pay within thirty (30) days of receipt of the invoice.

2.2. Taxes and Fees:

2.2.1. All Charges for Services are inclusive of applicable taxes. The Customer shall be responsible for all applicable taxes and any other fees imposed on the use of the Service under the law that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service.

If the Customer is required by Law to deduct any Taxes or make a withholding from any amount payable under this Contract then, notwithstanding anything to the contrary contained in this Contract, the gross amount payable by the Customer to Eswatini Telecom shall be increased so that, after any such deduction or withholding for Taxes, Eswatini Telecom receives an amount equal to the sum it would have received had no such deduction or withholding been made, and the Customer shall make timely payment of the amount withheld (before penalties attach thereto or interest accrues thereon) to the relevant taxing authority and promptly provide to Eswatini Telecom acceptable evidence of such payments.

SECTION 3. TERMINATION OF SERVICE

3.1. Any party may terminate any service request for convenience and without cause upon ninety (90) days' written notice to the other. Provisions set in clause 3.2, 3.3 and 3.4 shall apply.

3.2. Customer Termination for convenience:

In the event that Customer terminates any Service for convenience and without cause, prior to the end of the Minimum Term Customer shall pay Eswatini Telecom the sum of the Month Recurring Charges for the remaining months of the Initial Term.

3.3. In the event that Customer terminates any services before the lapse of the contract, then the Customer shall pay Eswatini Telecom all outstanding invoices and/or due amounts for Services provided up until effective termination of Services.

3.4. In the event of the Customer contracting an Indefeasible Rights of Use contract and terminates the contract for convenience, Customer will not be entitled to the reimbursement of any amount paid in advance unless otherwise stated in the relevant Order Form.

3.5. Eswatini Telecom may terminate any Service request(s) hereunder, immediately without liability if:

- 3.5.1 The Customer fails to pay any undisputed charges for any Service when due; or
- 3.5.2 The Customer violates any law, rule, regulation or policy of any government authority related to the Service, or makes a material misrepresentation to Eswatini Telecom in connection with the ordering or delivery of Service; or
- 3.5.3 The Customer breaches any of its other obligations hereunder and fails to remedy such breach within fifteen (15) days of Eswatini Telecom's written notice thereof; or
- 3.5.4 The Customer files for bankruptcy, for reorganization, becomes insolvent, or otherwise fails to pay its debts as they come due, or, if in Eswatini Telecom reasonable commercial opinion, any of the foregoing is likely to occur.

3.6. Suspension: Notwithstanding anything contained in this Contract to the contrary, Eswatini Telecom may, in its sole discretion, with no prior notice, elect to suspend Services in the event of any occurrence under 3.5.

3.7. Effect of Termination or Suspension:

Upon Eswatini Telecom termination or suspension of the services, Eswatini Telecom may, in addition to all other remedies that may be available at law or in equity, assess and collect from customer any applicable termination charge.

4. SECTION 4: LIMITATION OF LIABILITY/INDEMNIFICATION AND WARRANTIES

4.1 Limit of Liability:

Eswatini Telecom's liability for any and all claims under this Contract, whether in contract, tort (including negligence) or otherwise shall be limited to direct, proven damages and shall not exceed the amount paid by Customer to Eswatini Telecom for the Service(s) to which the damages relate during the twelve months' period immediately preceding the occurrence that led to or caused the damages.

4.2 Indemnification:

The Customer hereby indemnifies and holds Eswatini Telecom and its Personnel harmless from and against any and all claims, actions, proceedings, losses, damages, costs and expenses of whatsoever nature which the Customer may suffer, incur or sustain as a result of the rendering the Services to Eswatini Telecom.

4.3 Warranties:

Except as expressly set forth herein, Eswatini Telecom makes no representations or warranties regarding the service(s), express or implied, either in fact or by operation of law, statutory or otherwise, including, without limitation, warranties of merchantability or fitness for a particular use, no infringement of intellectual property rights and title, and any warranties arising from a course of dealing, usage, or trade practice.

5. SECTION 5. GENERAL TERMS

5.1 Force Majeure:

Neither party shall be liable nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is delayed or prevented by reason of force majeure, except that Customer's obligation to pay for the Services provided shall not be excused. For purposes hereunder, the term "Force Majeure" means an event that is beyond the reasonable control of the party affected and occurs without such party's fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God, fire, explosion, vandalism, terrorism, flood, storm, or other similar catastrophe; acts or omissions of other carriers; failure of the Internet not related to Eswatini Telecom's cables' actions or inactions, or cable cut not caused by Eswatini Telecom's employees or contractors, any law, order, regulation, direction, action or request of any governmental entity having jurisdiction over either of the parties, or court, civil or military authority or any other instrumentality of one or more of said governmental agencies; national emergencies, insurrections, riots, wars, acts of terrorism.

5.2 Governing Law and Jurisdiction:

This Contract will be interpreted in accordance with the laws of the Kingdom of Eswatini for any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, the courts in Eswatini shall have jurisdiction.

5.3 Entire Contract and variations:

This Contract constitutes the whole agreement between the Parties and supersedes all prior verbal or written Contracts or understandings or representations by or between the Parties regarding the subject matter of this Contract, on any terms, conditions of representations not expressly contained in this Contract. No variation of or addition to this Contract will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

5.5 Assignment, cession and delegation:

Neither of the parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Contract, in whole or in part, to any other Party or person without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

5.6 Relaxation:

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Contract, and which either Party ("the grantor") may grant or show to the other Party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Contract, or be construed as a waiver by the grantor of that right.

5.7 Severability:

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.

Iconfirm that, I have read, understood and accept the terms and conditions on this form and that the details I have given on this form are correct and complete.

Customer

Signature: Date:

Company Stamp

FOR OFFICE USE ONLY	
Name of Officer:	Date received:
Reference Number:	
Signature:	

Our Contact Details

Telephone: +268 24052000

Toll free: +268 800 2000 / 971

Whatapp: +268 78092200 (0800hrs – 1645hrs)

Email: telecentres@sptc.co.sz

Website: www.sptc.co.sz