






SMART EFFICIENT
TECHNICAL SUPPORT
SOLUTIONS

PACKAGE OPTIONS EXCL. VAT.

	Bronze	Silver	Gold	Platinum
PLAN PRICE	R1699 PAY-AS-YOU-GO	R1299 MONTHLY	R2599 MONTHLY	CUSTOMISED COST
	<ul style="list-style-type: none"> This rate includes the first 60 minutes and then R400 per 30 minutes thereafter will be charged. This plan is our default plan and should the Customer not elect any other plan, these rates are our default rates and our standard terms and conditions of sale apply to each call out. 	<ul style="list-style-type: none"> This rate includes the first 60 minutes on site and then R200 per 30 minutes thereafter spent on site. 	<ul style="list-style-type: none"> This rate includes the first 60 minutes on site and then R200 per 30 minutes thereafter spent on site. 	<ul style="list-style-type: none"> Bespoke plan developed as per clients needs
 Free call outs	0	2 free call outs per month Thereafter each call out is charged @ R850 excl. vat	4 free call outs per month Thereafter each call out is charged @ R850 excl. vat	Custom
 Remote maintenance and support	Billed at R400 per 30 minutes	2 hours free remote sessions per month Thereafter the service is billed at R200-00 per 30 minutes.	4 hours free remote sessions per month Thereafter the service is billed at R200-00 per 30 minutes.	Custom
 System Down: Client cannot make or receive calls at all.	8 hours	4 hours	2 hours	Custom
System Partially working: Attendants console is intermittently not responding or Executive or senior personell extension out of order or Carrier trunk out of order.	8 - 16 hours	4 - 8 hours	2 - 4 hours	Custom
All other faults	48 hours	24 hours	12 hours	Custom



- Packages inclusive of labour only.
- Packages based on business hours from Monday to Friday, 8.30am – 16.30pm. Excluding public holidays.
- Free call outs calculated within a 50km radius, thereafter AA rates will apply for additional km's travelled.

For more information on how to switch to Activate Telecoms call our sales department on **011 612 3690**.

Follow us on  facebook and  twitter or visit www.activate-telecoms.co.za

APPLICATION FORM

SELECT OPTION (Please ✓)		All prices exclude VAT	
BRONZE	SILVER	GOLD	PLATINUM
<input type="checkbox"/> R1699 PAY-AS-YOU-GO	<input type="checkbox"/> R1299 MONTHLY	<input type="checkbox"/> R2599 MONTHLY	<input type="checkbox"/> CUSTOMISED COST
	Monthly Debit Order	Monthly Debit Order	Monthly Debit Order

EXISTING CUSTOMER DETAILS (If any details have changed please update below)		CUSTOMER NUMBER:	
Name of Firm		VAT Reg. No.	
ID No./Co. Reg. No.		Job Title	
Title	First Name	Surname	
Physical Address			
		Code	
Postal Address			
		Code	
Telephone (W)	(H)	Cell	
Fax	Email		

NEW CUSTOMER DETAILS			
Name of Firm		VAT Reg. No.	
ID No./Co. Reg. No.		Job Title	
Title	First Name	Surname	
Physical Address			
		Code	
Postal Address			
		Code	
Telephone (W)	(H)	Cell	
Fax	Email		

MONTHLY DEBIT ORDER FORM	
Please complete the details below.	
My Bank Details (in BLOCK capitals)	
Account No.	Bank
Branch	Branch Code
City/Town	(Please ✓) <input type="checkbox"/> Current Account <input type="checkbox"/> Bank Transmission Account
Name of Account Holder	ID No. / Co. Reg. No.
Address	
Code	
Signed at	Date
Signature	Telephone

I understand that the personal information given herein is to be used by Activate Telecoms for the purpose of assessing my credit-worthiness and consent to this assessment.

AGREEMENT FOR THE SUPPLY OF SERVICES

made and entered into by and between

ACTIVATE TELECOMS (PTY) LTD ("ACTIVATE") and _____

Registration Number: _____ ("THE CUSTOMER")

1. INTRODUCTION

- 1.1 The parties to this agreement are ACTIVATE and [THE CUSTOMER] hereafter known as "The Customer", who wishes to purchase Services from ACTIVATE.
- 1.2 This agreement, including annexures, records the terms and conditions on which ACTIVATE will supply Services and Utilities to the Customer.
- 1.3 "Site" shall mean _____.
- 1.4 "Services" shall mean any one of the services defined in Annexures A to be provided to the Customer under this agreement in accordance with the terms of the agreement.
- 1.5 "Training" shall mean training on the appropriate use of the products.

2. COMMENCEMENT AND DURATION

- 2.1 Notwithstanding the date of signature hereof this agreement will be deemed to have commenced on _____ ("the commencement date") and it will remain in force indefinitely thereafter until terminated in accordance with any of the following provisions:
- 2.1.1 by mutual consent at any time; or
- 2.1.2 by either party in respect of any one or more of the services to be supplied in terms of this agreement in the event that the other party commits a material breach of any of the terms or conditions of this agreement in relation to any such service and fails to remedy that breach within 30 (thirty) days of being called upon in writing to do so by the party not in default.

3. SUPPLY OF SERVICES

ACTIVATE undertakes during the term of this agreement to supply to the Customer services listed in the Annexure A and such other services as the parties may agree upon in writing from time to time.

4. PRICES

- 4.1 The prices payable by the Customer to ACTIVATE for the Services, excluding VAT, are set out in Annexure "A" hereto ("the prices").
- 4.2 Subject to Annexure A, as from 1 July 2013 and thereafter on 1 January each year the prices will be adjusted by agreement between ACTIVATE and the Customer. The adjusted prices for the year ensuing will be agreed upon by 30 September each year, failing which the adjusted prices in question will be determined in accordance with the dispute resolution provisions set out in 11 below.
- 4.3 In the event of a dispute as to the extent of the adjusted prices in any year, the then current prices will, pending resolution in terms of clause 11 and, with effect from the anniversary of the relevant Commencement Date, escalate in accordance with the percentage increase in the Producer Price Index ("PPI") as published by the Department of Statistical Services for the month preceding the relevant anniversary of the Commencement Date compared with the PPI for the same period of the preceding year.

5. PAYMENT

- 5.1 ACTIVATE will deliver a monthly invoice to the Customer in respect of all Services supplied under this agreement during the previous month save as specifically provided otherwise in Annexure "A".

6. SPECIFICATIONS

- 6.1 ACTIVATE undertakes to the Customer that the Services will conform to the specifications for each Service as detailed in Annexures "A" hereto.
- 6.2 Save as set out in 6.1 above, ACTIVATE makes no warranties or representations of any nature in regard to the Services or their fitness for any purpose.
- 6.3 Should any of the Services supplied by ACTIVATE not conform to the relevant specification, ACTIVATE's liability will be limited to the replacement of such defective Service at no charge to the Customer, or to a refund of the price paid for such defective Service. If practicable, ACTIVATE will advise the customer in advance of any proposed changes in specifications.
- 6.4 Except for wilful default or gross negligence, ACTIVATE will not be liable to the Customer for any consequential or indirect losses or damages of any nature whatsoever.

7. TRAINING

- 7.1 The Client is entitled to two (2) training sessions of two of its nominated staff members who shall be responsible for training other staff members in the use of the system. Any extra training will be charged out at the applicable hourly call out fee as per Annexure A.

8. SAFETY, HEALTH AND THE ENVIRONMENT

- 8.1 ACTIVATE and the Customer undertake to comply with all applicable legal requirements and codes of practice issued by government, and other regulatory authorities and other standards which relate to the supply and consumption of the Services, in order to avoid harm to people, property or the environment.
- 8.2 Should the Customer have a safety induction training program, the time taken by our staff to complete the program will be billed at the appropriate hourly rate equal to the call out fee rate contained in Annexure A and will be deemed to be extra hours payable by the client.

9. INDEMNITY

- The Customer indemnifies ACTIVATE against any claims brought against it resulting from:
- 9.1 any negligent act or omission of the Customer or its employees, contractors or agents in relation to the supply or use of the Services provided such services are under the control of the customer;
- 9.2 failure by the Customer to provide employees or third parties with relevant information in relation to any inherent dangers of any of the Services provided such services are under the control of the customer.

10. IMPOSSIBILITY OF PERFORMANCE

- Either party will be entitled to suspend, postpone or cancel the performance of any obligations under this agreement to the extent that such performance is prevented, restricted or interfered with through circumstances beyond the reasonable control of the party concerned, provided that:
- 10.1 the party concerned gives prompt written notice of such interruption to the other party, specifying the exact nature of the intervening circumstances and estimating their likely duration, and

- 10.2 the party concerned uses all reasonable endeavours to overcome or abate the effect of such intervening circumstances as soon as possible.

11. DISPUTES

- 11.1 Should any dispute, difference or claim between the parties arise out of or in connection with this agreement, or any breach thereof, or its termination or interpretation ("the dispute"), either party will be entitled to notify the other party in writing of the existence of such dispute.
- 11.2 Should the parties fail to resolve the dispute within 30 (thirty) days of the date of the written notification referred to in 11.2 above or such longer period that both parties may agree upon, the dispute shall be referred to the Managing Directors of ACTIVATE and the Customer for consideration and resolution. The respective Managing Directors shall meet and negotiate in good faith in order to resolve the dispute.
- 11.3 Thereafter the dispute, difference or claim arising out of this agreement shall be referred to Arbitration in terms of the Rules of the Arbitration Federation of South Africa as they are at the time of the dispute. All disputes, differences or claims shall be dealt with as provided for in this clause 11.

12. CONFIDENTIALITY

- 12.1 Each party undertakes not to disclose, publish or reproduce, in whole or in part, without the prior consent of the other party, any information, whether financial, technical, economic or otherwise, which is proprietary to the other party. Such disclosure will be permitted, however, if required by any law or regulation of government or any competent regulatory authority.

13. HARDSHIP

- 13.1 Should the implementation of this agreement, or any changes in circumstances after signature of this agreement, result in either party suffering hardship, that party will be entitled to give written notice of such hardship to the other party detailing such hardship. The parties shall meet as soon as practicable thereafter and negotiate in good faith ways to overcome or alleviate such hardship. Should the parties fail to reach agreement thereon the matter shall be resolved in accordance with the dispute resolution provision set out in 11 above.

14. CESSION AND ASSIGNMENT

- 14.1 Neither party will be entitled to cede or assign any of their rights or obligations under this agreement without the prior written consent of the other party.

15. ENTIRE AGREEMENT

- 15.1 This agreement constitutes the entire agreement between the parties in regard to the subject matter dealt with herein. Neither party will be bound by any warranties or representations, express or implied, which have not been recorded in writing in this agreement.

16. NON-VARIATION

- 16.1 No addition to, variation or deletion from any of the terms or conditions of this agreement will be of any force or effect unless reduced to writing and signed by both parties hereto.

THIS DONE AND SIGNED AT _____ ON THIS THE DATE OF _____ 2013 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

Signatures 1. _____ 2. _____
for and on behalf of the Customers for and on behalf of Activate Telecoms (Pty) Ltd

As Witnesses 1. _____ 2. _____
for and on behalf of the Customers for and on behalf of Activate Telecoms (Pty) Ltd