



- The provision of the service is subject to credit - vetting as per credit management's policy.
- Please provide correct and clear information in order to avoid delays.
- Please use a black pen - this form will be faxed.
- For additional information on SmartAccess, visit our product showcase on the telkom website: <http://www.telkom.co.za/products/smartaccess.jsp>

**Before you submit this form**

- Please feel free to contact your account manager or call us at 0800 654 321 if you have questions; and
- Please read the terms & conditions.

**After you have filled in this form**

- sign it, and return the printed order form to your account manager or fax it to 0800 66 55 44; and
- keep a printed copy for your records

**A. About your business**

Name of your business

Business / cc registration number

Your business / close corporation VAT registration no.

ID Number of person liable for payment of the account  
(only if no business registration number is given)

Registered address (domicilium address)

|                            |             |
|----------------------------|-------------|
| Room Number, building/farm |             |
| Street number and name     |             |
| Suburb                     |             |
| City/Town                  | Postal code |

Is the postal address the same as the above address?

No     Yes

If no, please furnish the postal address

The postal address

|           |             |
|-----------|-------------|
|           |             |
|           |             |
| Suburb    |             |
| City/Town | Postal code |

Main Industry in which your company operates

- |  |   |
|--|---|
| <input type="checkbox"/> Agriculture forestry or fishing   | <input type="checkbox"/> Communication        |
| <input type="checkbox"/> Transport, travel or storage      | <input type="checkbox"/> Real Estate          |
| <input type="checkbox"/> Accommodation or catering         | <input type="checkbox"/> Retail or wholesale  |
| <input type="checkbox"/> Professional and other services   | <input type="checkbox"/> Finance or insurance |
| <input type="checkbox"/> Mining, construction or quarrying | <input type="checkbox"/> Manufacturing        |
| <input type="checkbox"/> Electricity, gas or water         | <input type="checkbox"/> Government           |

## B. About you (the person responsible for the account)

Which title do you use?

- The Hon.     Rev.     Prof.     Dr.  
 Mr.     Mrs.     Miss     Ms.

Your Initials and Surname

Your position in the company

Contact information - *It is essential that you give us numbers where we can contact you during office hours*

|                  |
|------------------|
| Telephone Number |
| Fax Number       |
| E-mail Address   |

Contact person - *(If not the same as the above) for queries on this order*

|                  |
|------------------|
| Name             |
| Telephone Number |
| Fax Number       |
| E-mail Address   |

## C. Ordering your SmartAccess Service

Which service do you require?

- FreeCall 080     ShareCall 0860     MaxiCall 0861

Please use separate order forms if you wish to order more than one of these services.

any computer-generated number  
or

a number of your choice (Golden Number)

Golden Number/s

Please indicate your 1st, 2nd and 3rd Choice of Golden Numbers

|  |
|--|
|  |
|  |
|  |
|  |

Please note that your choice depends on the availability of the number/s requested.

(Please consult the SmartAccess tariff guide for the applicable service charges pertaining to Golden Numbers).

Do you want your SmartAccess number:

Activated

Date on which you require your service?

|   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|
| Y | Y | Y | Y | M | M | D | D |
|---|---|---|---|---|---|---|---|

or

Reserved in your/your business' name.

Destinations

Destinations refer to the telephone number/s of your various sites/branches to which calls to your service number will be routed.

Telephone numbers including the area code of the destinations are:

|         |
|---------|
| (     ) |
| (     ) |
| (     ) |
| (     ) |
| (     ) |

Please use the Call Routing Specification Sheet if more destinations are going to be used.

## D. Service Features

### Basic Service Features

- AreaCall (Provincial Routing)
- TimeCall
- DateCall
- DivertCall

### Optional service features

(Please consult the SmartAccess tariff guide for the applicable service charges pertaining to the optional service features.)

- Custom AreaCall (Based on magisterial districts and / or exchanges only if provincial routing would be inadequate for you.)
- Admin Feature
- Golden Number
- Percentage Call
- Caller PIN
- Announcements
- LimitCall
- Secure Access

Please use the Call Routing Specification Sheet for your call routing requirements.

Note the correct completion of this information is essential.

You can obtain the Call Routing Specification Sheet from the Smart Access Service Activation Centre at 0800 654 321.

## Your details in the Phone Book

If you would like to have the details of your service number to be printed in any official Phone Book, please contact:

Tel: 0860 935 569  
Fax: 0860 835 347

NB: You are entitled to one free light face entry under your main entry in the applicable local Phone Book which will be limited to the word FreeCall 080/ShareCall 0860/MaxiCall 0861 and the relevant telephone number. Additional light-face entries in the other Phone Books of the RSA can also be arranged at the normal prescribed rate. These entries will be limited to the name and the address of your business plus three descriptive words for business services. Where, in the opinion of Telkom, the trading title sufficiently indicates the nature of the business transacted, no descriptive matter will be printed.

For entries in other phone books, please contact us at 0800 654 321

For White pages and/or Yellow pages bold-face entries and advertisements or listing on the Electronic Yellow Pages, please contact Telkom's advertising contractor, Master Directories (1981) (Pty) Ltd. See your local Yellow Pages for more information.

## E. Agreement

*Signature of the person duly authorised by the business*

### I confirm that...

- > In the case of a business, I am authorised to order the SmartAccess service;
- > the details I have given on this form are correct and complete; and
- > I have read and I understand and accept Telkom's conditions of contract. (Detach and retain the abridged conditions for quick reference).

### Your Signature

### Name of signatory in BLOCK LETTERS

### Your position in the business

### Date

|   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|
| Y | Y | Y | Y | M | M | D | D |
|---|---|---|---|---|---|---|---|

### End of this order...

## SmartAccess Product Specific Conditions

### I/We accept and understand

- SmartAccess offers you on contract number irrespective of the number of geographical location of your business sites. This offers you the flexibility to grow or move your business sites without ever having to change your contract number, subject to availability of the number and as permitted by the Independent Communications Authority of South Africa (ICASA) from time to time.
- The Telkom SmartAccess services are provided on your existing telephone line. If you need separate lines for this purpose, please place your order through your local Telkom customer service branch.
- In applying for a SmartAccess service ( FreeCall 080, ShareCall 0860 or MaxiCall 0861) please be aware of the fact that all Telecommunications Operators in South Africa are now required by the new Numbering Plan Regulations as promulgated by the Minister of Communications, to apply ICASA for the allocation of free numbers. This allocation from ICASA may take up to 28 business days before a requested number can be allocated. Telkom would like to assure you that we value your business and would like to apologize for any possible inconvenience in delay due to this legislated regulation.
- Depending on the complexity of your service requirements, it could take up to three weeks to supply your service on the existing lines, from the date that the SmartAccess number has been allocated to you and once your call routing requirements have been received by us.
- Telkom cannot guarantee cellular access to the SmartAccess Services. Where interim cellular access has been granted for specific SmartAccess services, Telkom cannot guarantee that such access will continue;
- I/we will notify Telkom in writing of any changes to the telephone codes or telephone numbers associated with my/our chosen Smart Access destinations, irrespective of whether these changes resulted from Telkom number changes or through my/our request.
- Although Telkom SmartAccess numbers can support Alpha dialling, Telkom will only reserve a numerical code. Telkom will not be held liable for any actions resulting from advertising, awareness or registration of such numbers. be it in its numeric or alpha code or any other form possible:
- One month's written notice of discontinuance is required and must be faxed to 0800 66 55 44
- I/we hereby indemnify and hold Telkom SA harmless against any claim whatsoever, howsoever accused which may arise in the event that the telephone number/s and or service/s allocated to us being not available when the service/s is/are physically provided.

## Abridged Standard terms and conditions

I/we ("the customer") accept and understand that...

1. the services provided by Telkom SA Limited ("Telkom") are, subject to Telkom's standard terms and conditions for public switched telecommunication services (PSTS) ("the standard conditions"), as amended from time to time, the provisions of Electronic Communications Act 36 of 2005, and Telkom's PSTS licence;
2. Telkom reserves the right to amend the standard conditions from time to time;
3. the standard conditions are available for perusal at any Telkom Customer Service Branch and can be inspected free of charge during normal office hours;
4. this order form contains only an abridged version of certain of the standard conditions. In the event of any conflict between this abridged version and the standard conditions, the provisions of the standard conditions will prevail;
5. the abridged standard conditions set out in this document are not all the important standard conditions of contract and it is my/our responsibility to study the standard conditions;  
**NOTE:** If you have not studied the standard conditions and wish to do so before being bound thereto, you should not sign and/or submit this order form until you have done so.
6. by signing and submitting this order form to Telkom, I/we will be bound by the standard conditions, irrespective of whether I/we have read them or not;
7. if I/we am/are not the owner(s) of the premises where the service is required, I/we must obtain permission from the owner of such premises that may be required and I/we shall indemnify Telkom against all damages or claims resulting from the failure to obtain such permission relating to the installation and/or removal of the service;
8. a contract in respect of the services concerned will come into being upon the date on which this order form, submitted by me/us, is accepted and approved by Telkom;
9. Telkom reserves the right to refuse to provide a service if the applicant fails to meet the conditions of Telkom's credit referencing procedure;
10. Telkom reserves the right to make general credit reference enquiries about the applicant who has applied for a service and to check the correctness of the information supplied by the applicant when applying for a service. Telkom shall also be entitled to furnish any information relating to my/our account and compliance with the standard conditions to any credit bureau;
11. Telkom shall be entitled to require from me/us the payment of a deposit, to be determined by Telkom as a pre-condition for providing the service. The deposit is to serve as security for payment of any amounts due to Telkom by me/us;
12. should I/we cancel or modify an order so that abortive costs are incurred by Telkom, I/we will be liable for such costs, which shall be payable on demand;
13. Telkom shall install the service, as requested by me/us against payment of the relevant installation charge and deposit if applicable;
14. I/we will, at my/our own cost, ensure the provision of a suitable electrical power supply, should this be required for the proper functioning of the service;
15. I/we shall allow Telkom free access to my/our premises during reasonable hours to install, inspect, maintain or remove telecommunication facilities or equipment;
16. where the service is a telephone or a telex service, Telkom shall provide, at no charge, an entry in the directory for the area in which the service is provided, which will comprise my/our name, address and service number in an abbreviated form;
17. no entry will be made in the directory if I/we should request Telkom in writing to be excluded from the directory. In such case my/our directory information will also be excluded from any directory information service provided by Telkom;
18. I/We agree not to resell capacity on any telecommunication facility obtained from Telkom or cede or assign my/our rights to use the telecommunication facility, or sublet or otherwise part control of it, without Telkom's written consent;

**Abridged standard terms and conditions** continues...

## Abridged Standard terms and conditions

19. Telkom shall levy charges for the provision of services, including but not limited to installation charges, reconnection charges, service charges, co-user charges, rental charges and call charges, in accordance with rates as determined by Telkom from time to time, subject to Telkom's PSTS licence conditions. I/we will be liable for all charges levied in respect of all services provided by Telkom;
20. Telkom shall maintain the service, against payment of rental/maintenance charges that are payable in advance for the first and any subsequent rental period, as from the date on which the service is established;
21. I/We shall only be entitled to a credit on the rental amount payable for the service, pro rata to the duration of the interruption, if:
  - (a) the Service has been unavailable for a continuous period of 24 hours, or in the case of an international Private Leased Circuit for a continuous period of 3 hours; or
  - (b) irrespective of the duration of the unavailability, the pro rata rental amount corresponding to the period of unavailability is at least equal to an amount determined by Telkom from time to time;
22. call charges are billed to me/us at the end of each billing period and are payable on or before the due date indicated on the account;
23. Telkom shall periodically provide me/us, usually on a monthly basis, with an account, which constitutes a statement of the services rendered and an invoice for the amounts payable by me/us;
24. Telkom may, however, at its own discretion, issue to me/us an account outside the normal billing cycle, and/or demand immediate payment of any amount due by me/us;
25. the account rendered by Telkom to me/us is prima facie proof of the amount due to Telkom by me/us. I/we am/are, however, entitled to query or dispute any element of the account in accordance with the provisions of paragraph 10 of the standard conditions, which deals with customer assistance and complaints and arbitration;
26. interest is payable on late payments from date of issue of the invoice up to and including the date of payment thereof, compounded monthly, at a rate as determined by Telkom SA Limited from time to time;
27. a service will be deemed to be in good working order until Telkom is advised otherwise;
28. if Telkom determines that a fault reported by me/us was caused by an item of customer premises equipment, which is not covered by a maintenance agreement with Telkom, I/we will be liable for the relevant call-out charges, as determined by Telkom from time to time;
29. the service may be:
  - (a) terminated after the minimum rental period applicable to the service, by either party giving one month's prior written notice to the other; and
  - (b) suspended and/or terminated by Telkom on the terms and under the conditions set out in the standard conditions;
30. where I/we request the termination of a service, the rental, if any, paid for a period after the official date of termination, will be credited to me/us. If I/we request that a service be terminated prior to the expiry of the minimum rental period, or if the service is terminated as a result of non-payment of the account, I/we will remain liable for the rental for the non-expired part of the rental period;
31. for purposes of clarity, where I/we should change location, for example as a result of moving from one residence ("the old residence") to another, I/we remain liable for all charges in respect of the service at the old residence until such time as I/we have formally terminated with Telkom the service at the old residence;
32. after termination of the service for whatever reason:
  - (a) Telkom may delete any entries in the directory pertaining to the service;
  - (b) Telkom may enter my/our premises to remove Telkom's telecommunication facilities; and
  - (c) I/we will pay on demand all charges and/or costs outstanding at the time of termination, or accrued thereafter as a result of the termination;

## Abridged Standard terms and conditions

33. where the service to me/us has been suspended as a result of non-payment, Telkom shall be entitled to demand from me/us the payment of a deposit or an increased deposit, as determined by Telkom, as a precondition for restoring the service. Such a deposit shall be in addition to the payment by me/us of any outstanding amounts and reconnection charges due to Telkom;
34. without prejudice to any of its rights, Telkom shall be entitled to offset against a deposit, any amount due to Telkom by me/us including without limitation, amounts due for loss of or damage to Telkom's equipment, at any time while the service is provided, or at the termination of the service;
35. I/we will be liable for all costs, including legal costs on an attorney and own-client scale, as well as tracing costs and collection commission incurred by Telkom in or about the enforcement of any of my/our obligations in terms of these standard conditions;
36. Telkom undertakes to take all reasonable precautions in connection with the provision, installation and maintenance of the service, and shall only be liable for actual damages or injury, caused to any work or property that may arise from the provision, installation or maintenance of the service;
37. Telkom shall not incur any liability for any loss or damages arising out of the provision, installation or maintenance of the service, whether direct or indirect, consequential or contingent and in particular shall not be liable for any financial loss or loss of profits, income, contracts, business or goodwill;
38. Telkom shall not be liable for any costs arising from of the use of the service or for an interruption to the service, for any reason whatsoever, nor shall Telkom be liable for any costs or damages arising out of the termination of the service;
39. I/we indemnify and hold Telkom harmless against any losses, damages, expenses and/or costs that I/we may incur, directly or indirectly, as a result of claims and/or actions by third parties (including but not limited to dependants, clients, employees, agents) and for any loss sustained by such third parties arising from the installation and provision of the service;
40. except as specifically provided in the standard conditions, Telkom shall not be liable to me/us for any breach of these standard conditions or failure to perform any obligation as a result of any force majeure, including but not limited to technical problems relating to Telkom's PSTS, acts of God, Government controls, restrictions or prohibitions or any other Government act or omission, whether local or national, any act or default of any supplier, agent or subcontractor, industrial disputes, strikes or work stoppages of any kind or any other similar or dissimilar cause, in so far as these are beyond Telkom's control;
41. the failure of Telkom to enforce at any time any of the standard conditions or any part thereof, or any right with regard thereto, shall in no way be construed to be a waiver of the provisions of such a condition or to be an estoppel or novation or in any way to affect the validity of such condition. Any indulgence towards me/us or the relaxing of the provisions of a condition shall not prejudice the right of Telkom to insist on my/our strict compliance to my/our undertakings and obligations in terms of these standard conditions;
42. the risk and loss of or damage to any equipment rented from Telkom by me/us in connection with the service shall pass to me/us upon its delivery or installation and shall at all times vest and remain vested exclusively in me/us. Notwithstanding the passing of the risk, the ownership of the equipment rented from Telkom remains vested in Telkom;
43. any intellectual property rights vested in Telkom, whether by statute or common law, shall remain vested in Telkom and I/we agree not to do anything or allow anything to be done that may infringe Telkom's rights in this regard;
44. I/we hereby indemnify Telkom against any claims, actions and proceedings that may arise in connection with any intellectual property rights vested in Telkom;
45. I/we choose as my/our domicilium citandi et executandi the address as given in the application form, or the installation address, or another address of which I/we may notify Telkom in writing, provided that such address is a physical street address;
46. apart from the provision of paragraph 10.3 of the standard conditions, Telkom and I/we consent to the jurisdiction of the Magistrate's Court in respect of the settlement of any dispute and/or claim arising between us, regardless of whether the amount in dispute or the value of the matter in dispute might otherwise exceed the jurisdiction of such Court; and
47. I/we shall not assign or cede this agreement or any rights hereunder.