



**Zomerlust
Systems
Design**

(CK1997/001363/23) trading as ZSD

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Openserve/Seacom Fibre to the Home Service Order

Service Name: **Openserve/Seacom Fibre to the Home**

Date of issue: 27 October 2022

Description: Fibre to the Home service, over Openserve and Seacom Infrastructure.

Includes installation of link from existing street reticulation into residential premises. Provision of the service is subject to acceptance of the order by infrastructure providers. Additional fees may apply if over 30m of cabling are required.

The service is provided on a month to month contract basis. There is no installation charge. However there is an early termination charge if the service is cancelled within 12 months.

An FTTH router is required for use with the service. The client may use their own, if they have a suitable router, otherwise ZSD can quote for the supply of a 2.4GHz or 2.4/5GHz wifi router.

The service is uncapped. There is no planned “Contention Policy” or “Fair Use Policy”.

Installation time is typically 30 to 60 days.

A single static IP is provided for the supplied for the client's router.

The services are provided in collaboration with Seacom and is subject to their terms and conditions as outlined below. Services are provided over Openserve and other provider's infrastructure.

Service Options:

ZSD Service Code	Max download speed	Max upload speed	Monthly Cost (inc VAT)			Mark speed to order
			Payment via Debit Order	Monthly on Invoice	Annually in advance	
WOp25/25	25 Mbit/s	25 Mbit/s	R 647 pm	R 699 pm	R 7,764 pa	
WOp50/25	50 Mbit/s	25 Mbit/s	R 755 pm	R 815 pm	R 9,060 pa	
WOp100/50	100 Mbit/s	50 Mbit/s	R 971 pm	R 1,049 pm	R 11,652 pa	
WOp200/100	200 Mbit/s	100 Mbit/s	R 1,187 pm	R 1,282 pm	R 14,244 pa	
WOp500/250	500 Mbit/s	250 Mbit/s	R 1,349 pm	R 1,457 pm	R 16,188 pa	

Pre-Installation Questionnaire:

Is there currently a Openserve fibre line installed on site (Yes/No)	
If yes, what is the circuit “B number”?	
Is this a migration away from another service provider (Yes/No)	
If yes, which service provider?	

Installation Site Details:

Installation Site Details:

Occupant Name							
On site Contact Person		Primary Contact			Alternate Contact		
	Name						
	Phone						
	Cell						
	E-mail						
GPS Co-Ordinates							
Street	Number		Name				
Suburb							
City							
Complex or House	Name					Unit Number	

Landlord Details (if applicable):

Landlord or Managing Agent	Name				
	Phone				
	Cell				
	E-mail				
	Signature of approval			Date	

_____ Initial

Customer Details:

ZSD Customer Reference *	
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***Complete Separate Application Form if entity to be invoiced is not an existing ZSD customer.**

Contract Acceptance (see terms below):

Signed at (place)	
By (Name, printed)	
Designation	
Signature	
Date	

Documents to be attached for Rica purposes:

- Copy of Identity document of above
- Proof of residence of above

Contract Terms:**1. Timing of Installation and Cancellation of Existing Services:**

- 1.1. ZSD will advise of the forecast service delivery date to the best of its ability, but time lines are estimated.
- 1.2. Cancellation of existing services is the customer's responsibility and ZSD cannot delay provision of its service or billing due to the existing service provider's termination notice period or other termination requirements.
- 1.3. ZSD cannot be held responsible for no services due to cancellation of existing services being done prior to the ZSD service being delivered.

2. Standard Terms:

- 2.1. ZSD Standard Terms, including definitions and rules of interpretation contained in it will apply to this service, except where stated otherwise in this document.
- 2.2. ZSD uses an upstream Supplier to provide the Services to the Customer, and can terminate this Agreement immediately if its agreement with that upstream Supplier is terminated.
- 2.3. The service is provided in conjunction with Seacom, thus the following Seacom documents are applicable;
 - 2.3.1. https://seacom.co.za/content/SEACOM_Western_Cape_Standard_Terms_Conditions.pdf
 - 2.3.2. https://seacom.co.za/content/SEACOM_Western_Cape_Broadband_Service_Terms.pdf
 - 2.3.3. https://seacom.co.za/content/SEACOM_Western_Cape_Acceptable_Use_Policy.pdf
 - 2.3.4. https://seacom.co.za/content/SEACOM_Western_Cape_Privacy_Policy.pdf

_____ Initial

3. Last Mile Fibre

- 3.1. ZSD and/or Seacom must procure at its cost that a fibre optic cable is installed to the Premises and maintained by a reputable and licensed Electronic Communications Network Service Provider.
- 3.2. The Customer acknowledges that commencement of provision of the Services will be delayed pending the installation of such fibre optic cable, which delay will be affected by inter alia wayleave application delays, obtaining landlord consent and the planning and approval of the route build.
- 3.3. While ZSD will not charge Fees before the commencement of the Service provision, the Customer may not terminate this Agreement pending the completion of the installation of the fibre optic cable.

4. Contract Duration

- 4.1. The Service can be cancelled one calendar month after receipt of written notice.
- 4.2. If the Customer cancels within the first 12 (twelve) months of the Service, a R 2,400 (two Thousand Four Hundred Rand) pro-rata early cancellation fee will be due and payable within 30 (thirty) days of termination to cover installation costs. i.e. (R 2400 / 12) multiplied by months outstanding.
- 4.3. Service reactivation fees will apply for all previously cancelled services that need to be reactivated after service cancellation requests has taken effect
- 4.4. ZSD and/or Seacom use an upstream Supplier to provide the Services to the Customer, and can terminate this Agreement immediately if its agreement with that upstream Supplier is terminated.

5. Fees

- 5.1. Customer must pay the Fees as specified in this Service Order.
- 5.2. Different tariffs are quoted for the supply of this service on payment terms of, payment via debit order basis, payment annually, or payment on a monthly invoice.
- 5.3. In the event that a debit order is returned unpaid, the service will automatically be suspended at the end of the calendar month in which the debit order was returned unpaid, unless the required payment as specified in ZSD's Standard Terms is received by ZSD and processed in time to allow the pending suspension to be reset.
- 5.4. If payment is made annually in advance, the service will be automatically suspended at the end of the pre-paid period. Payment for the subsequent year must be received at least 15 days before the end of this period to allow the pending suspension to be reset in time to ensure continuity of service.

6. Service Feasibility

- 6.1. ZSD and/or Seacom cannot guarantee the provision of the requested Service upon the receipt of an order. Provision of the Service is subject to ZSD and/or Seacom confirming that it is technically feasible to do so. The Customer will be formally notified after receipt of an order on whether or not the Service can be provided.
- 6.2. If the requirements of the clause above are not met, the Agreement will terminate, and no liability will attach to ZSD and/or Seacom for any loss suffered by the Customer as a result.

7. Equipment

- 7.1. Further to the provisions of the Seacom and ZSD Standard Terms dealing with Equipment, the Parties expressly agree as follows:
 - 7.1.1. Seacom will at all times be and remain the owner of the CPE, and nothing in this Agreement will be interpreted so as to confer any rights or interest in the CPE to the Customer other than as the lessee of the CPE.
 - 7.1.2. On termination of this Agreement, the Customer must forthwith return the CPE to ZSD

and/or Seacom in the same condition as that in which it was delivered to the Customer, fair wear and tear excepted.

- 7.1.3. Customer will not have access to the CPE configuration and may not change or attempt to change the CPE configuration.
- 7.1.4. In the event that there is a breakdown or malfunction of the CPE, Seacom will at its own cost effect repairs in accordance with the manufacturers specifications.
- 7.1.5. The Customer will be responsible for any relocation of the CPE, but must give ZSD and/or Seacom reasonable written notice prior to relocating any CPE.

8. Service Levels

- 8.1. ZSD and/or Seacom can only provide and maintain the Service on a “reasonable effort” basis and makes no warranties as regards quality of the Service, including data throughput and availability of the Service, subject to the service levels set out in the Service Level Agreement, if applicable.
- 8.2. ZSD and Seacom makes use of upstream providers (including Electronic Communications Network Service Providers) to itself provide the Service, and consequently service levels are subject to the performance of such upstream providers. The Customer further acknowledges and agrees that ZSD and/or Seacom will not be liable for any failure to provide the Services as a result of such service providers failing to provide the services to ZSD and/or Seacom.
- 8.3. The Service provides access to the internet, which is subject to bandwidth constraints, system failures and all manner of other factors that may impact on the Customer’s access, for which ZSD and Seacom accept no responsibility.

9. Support

- 9.1. The Customer will be responsible for reporting faults in the Service to ZSD.
- 9.2. ZSD will provide support for the Service during Business Hours either telephonically or as per the ZSD Website, and will resolve faults relating to the ZSD System on a reasonable effort basis.
- 9.3. For the avoidance of doubt, support will not include anything which is out of the reasonable control of ZSD including without limitation:
 - 9.3.1. faults in the Customer's hardware such as its computer or modem;
 - 9.3.2. faults in ZSD's service providers’ networks or equipment.
- 9.4. Should the fault lie with another party, ZSD will make reasonable efforts to advise that other party of the fault.
- 9.5. Should ZSD attend at the Customer’s premises to repair a fault and find that the fault is not the responsibility of ZSD, it will charge the Customer at its Time and Materials Rate for the time so spent.