

## SIP TRUNKING TERMS AND CONDITIONS

### 1. CONDITIONS

- 1.1. The Customer understands and accepts that the provision of the Service(s) shall be subject to the provisions of the Electronic Communications Act, 36 of 2005 (the Act), the licences issued to the Service Provider and the Service Provider's Standard Terms and Conditions, which is available on request.
- 1.2. The Service Provider shall make reasonable endeavours to meet the installation date as requested by the Customer. However, the Service Provider gives no undertaking that it will be able to meet any installation date requested by the Customer, the Customer accepting that the Service Provider will install the connections required for the use of the Services and where applicable the Selected SE when it is in a position to do so, which will depend on the availability of spares, parts and service providers or Service Provider contractors, whatever the case may be.
- 1.3. The Customer furthermore acknowledges and accepts that the Service Provider will not be liable for any loss or damages arising from a delay in repairing the Service(s) or the total or partial interruption of the Services, except for the right to receive a refund from the Service Provider for any reasonable portion of the price paid for the selected Service(s) which have not been performed or which have not been available, having regard to the extent of the failure.
- 1.4. The Parties further agree that the risk of loss or damage to or destruction of the Service Provider's equipment installed on the Customer's premises, where applicable, regarding the provision of SIP Trunking Service(s) shall pass to the Customer from the date the Service(s) is installed.
- 1.5. The voice services provided are provided together with geographic numbers, which are subject to the 2016 Numbering Plan regulations and Number Portability Regulations of ICASA, which is updated from time to time. The Customer hereby acknowledges that with IP based voice services, users are able to utilise their geographic numbers outside of the geographic area corresponding with the first three (3) digits of their geographic number for which they have been issued and assigned to. It is therefore the responsibility of the Customer to ensure that the geographic service numbers are used within the corresponding geographic area to ensure correct routing of any location-based services.
- 1.6. Should the Customer use the geographic service numbers outside the corresponding geographic area for which they have been assigned, the Service Provider accepts no responsibility nor liability for the incorrect call routing for location based services such as Emergency service etc, which are

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Customer Care No. 0860 YELLOW (086 093 5569) | Customer Care Fax 088 011 677 6344

Street Address Block F Eastgate Office Park, 24 South Boulevard, Bruma, 2198 | Mailing Address PO BOX 10474 Johannesburg 2000

**Trudon (Pty) Ltd** Reg No 1992/002329/07 | **Directors** K Mzondeki (Chair), L. Siyo (CEO), M Lekota, B. van Vollenhoven, T. Molefe, B. Wiebols, B. Swanepoel. P. Rorich, J.A. Stipinovich

informed by the first three digits of the geographic numbers corresponding with the assumed geographic area, or any other unlawful implications or liability that such use may introduce.

## 2. CONFIGURATION AND RENTAL CHARGES

- 2.1. The Customer undertakes to pay the Service Provider the prescribed discounted configuration charge and rental as set out in the quote and as published in the Service Provider's Tariff List, monthly in advance, from the date the Service(s) is Commissioned. Such charges being subject to adjustments from time to time as determined by the Service Provider. The discounted rental will apply for the Initial Period only. Thereafter the standard prescribed rental applicable to a one-year term with the installation charge excluded will be payable.
- 2.2. The Customer shall pay all charges on or before the due date indicated on the account rendered by the Service Provider.
- 2.3. Any amount due by the Customer to the Service Provider not paid on or before the due date indicated on the Invoice, shall bear interest at the Interest rate, compounded monthly, calculated from the date of issue of the invoice until date of actual payment thereof.

## 3. MIGRATION

- 3.1. The Customer may in terms of this Agreement, migrate its SIP Trunking Service(s) to another service or product offered by the Service Provider. A request for a Migration, however, may not be made within the Minimum Rental Period.
- 3.2. Should a Migration take place (after the expiry of the Minimum Rental Period), the term of the new service shall be calculated as follows:
  - 3.2.1. if the minimum rental period of the new service is shorter than the remainder of the Initial Period then the term of the new service shall be equal to the remainder of the Initial Period, or
  - 3.2.2. if the minimum rental period of the new service is longer than the remainder of the Initial Period then the term shall be the minimum rental period of the new service.
  - 3.2.3. the term of the new service will apply from the date of Commissioning of the new service.
- 3.3. The written request from the Customer for the Migration and the Service Provider's written confirmation that the request in terms of clause 3.1 has been approved by the Service Provider, shall form an integral part of this Agreement for the purposes of clause **Error! Reference source not found..**

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## 4. TERMINATION OF SERVICE

- 4.1. The Customer shall accept full responsibility for all reasonable abortive costs and expenses incurred by the Service Provider and undertakes to pay the costs to the Service Provider, should the Customer cancel the order for the provision of the SIP Trunking Service(s) after the Effective Date or effect any changes regarding the installation of the Service(s).
- 4.2. Should the Rental Agreement be terminated for whatever reason other than as a result of breach by the Service Provider, in respect of any of the SIP Trunking Service(s) prior to the expiry of the initial period, the Customer shall be obliged to pay on the Service Provider's demand the full outstanding rental payable for the remaining period of the Agreement, which amount shall be due and payable upon rendering of an account by the Service Provider.
- 4.3. Should the Customer Migrate a SIP Trunking Service(s) prior to the expiry of the Minimum Rental Period of twelve (12) months, the Customer shall be obliged to pay on the Service Provider's demand the full outstanding rental payable for the remaining period of the Agreement, for the relevant Service(s), which amount shall be due and payable upon rendering of an account by the Service Provider.

## 5. ACCESS MEDIUM

- 5.1. The Customer understand and accepts that the provisioning of the Service(s) is dependent on an access medium. The Customer furthermore acknowledges that in the event of such access medium being a best effort access technology, whether fixed or mobile and whether provided by the Service Provider or any other third-party service provider, the Service Provider will not be able to guarantee the quality of the SIP and/or voice Services.
- 5.2. The provisioning of such access medium service shall not form part of the SIP Agreement but will be subject to a separate agreement.
- 5.3. In addition to above mentioned requirement the Customer should also take note that despite the Customer adhering to the Service Provider's bandwidth recommendations that the voice quality could furthermore be affected by aspects of user behaviour, network congestion, variable delays and data caps.

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