



Internet & VoIP Service Provider

## Terms and Conditions for Provisioning of Telecoms Services

Last Updated: 1 February 2023

### 1. Introduction and definitions

- 1.1. These terms and conditions ("Conditions") shall govern the agreement between IP Labs Communications (Pty) Ltd ("Us" or "We") and the individual or organisation applying for the provision of the Goods or Services ("You").
- 1.2. Our correspondence address is: IP Labs Communications (Pty) Ltd, PO Box 6627, Welgemoed, 7538
- 1.3. You can contact us by email on [support@ipcomms.co.za](mailto:support@ipcomms.co.za) or telephone +27 (0)21 2020 590.
- 1.4. We explain in the headings what each clause covers. These headings are for guidance only and are not intended to be legally binding.
- 1.5. These Conditions take precedence if inconsistent with the material on our Website.
- 1.6. The following have particular meanings in these Conditions:

"Internet" means the global data network comprising interconnected networks to which we are connected and provide access to you via the Services;

"Personal Data" means Data about any identified or identifiable living person;

"Services" means the services described on the Website and which we agree to provide to you;

"Website" means our web presence at [www.ipcomms.co.za](http://www.ipcomms.co.za).

"CPE" means Customer Premises Equipment. This is the telecoms equipment installed on site that You are responsible for, regardless of the ownership of the equipment.

"Confidential Data" means Data identified as, or which clearly is, confidential.

### 2. Changes to these Conditions

- 2.1. We reserve the right to alter these Conditions at any time (including altering our Acceptable Use Policy and other policies) without notice.
- 2.2. Our current terms and conditions will be published at the following url:  
<http://www.ipcomms.co.za/terms>

### 3. Support

- 3.1. Should you have any problems or issues with the service, or need any help in using the service we provide to you, you can contact our support team by:
  - 3.1.1. Email: [support@ipcomms.co.za](mailto:support@ipcomms.co.za)
  - 3.1.2. Phone: +27 21 2020 590
- 3.2. To ensure we can answer any questions you may have or resolve any problems you may experience, please include the following information when contacting us:
  - 3.2.1. Telecoms
    - 3.2.1.1. Line & Extension number (if applicable) that you are experience problems with
    - 3.2.1.2. Number you are trying to call (if applicable)
    - 3.2.1.3. Date and Time the problem occurred
    - 3.2.1.4. Full description of the fault, including error messages, error tones and anything else that may be helpful
  - 3.2.2. Broadband
    - 3.2.2.1. Service ID of your broadband service
    - 3.2.2.2. Full description of error messages you may see, such as errors produced by your browser, etc
  - 3.2.3. Billing
    - 3.2.3.1. Your invoice number your query refers to
    - 3.2.3.2. Keep in mind your first bill may include more than one month's rental as your bill will include charges from the day you signed up to the billing date and then one month rental in advance
- 3.3. Should we send out an engineer to your premises to resolve a fault, and the fault is found with the CPE, or a fault caused by tampering, or anything else on-site that interferes with the correct working of the system, you may be held liable for the costs incurred. These costs can vary depending on the work involved.

### 4. Complaints

- 4.1. We are committed to providing You with an excellent service and taking the time to listen to any concerns or grievances you may have about the service we provide. In the first instant please follow our support procedure, but if you are not satisfied with the outcome you can lodge a formal complaint by emailing [complaints@ipcomms.co.za](mailto:complaints@ipcomms.co.za).
- 4.2. We aim to respond to your complaints within 1 business day and resolve any concerns you may have as soon as possible, but in the unlikely event that your complaint has not been resolved to your satisfaction within eight weeks, you may use our alternative dispute resolution scheme.

### 5. Security

- 5.1. You must:
  - 5.1.1. keep your username and password secure (and we may change these at any time for good reason);
  - 5.1.2. if requested use your username and password when giving instructions (and we are authorized to comply with instructions containing your username and password);
  - 5.1.3. take reasonable steps in respect of matters in your control to minimize any risk of security breaches in connection with the Services;

5.1.4. notify us of any unauthorised access to your account which you believe may affect the overall security of our systems; and

5.1.5. comply with our security checks.

5.2. For the avoidance of doubt, you will be liable for any costs arising from any unauthorised use of your account.

## **6. Services and uptime**

6.1. We will supply the Services with reasonable skill and care.

6.2. However, unless otherwise stated in writing, we do not guarantee:

6.2.1. that the Services will be uninterrupted, secure or error-free; or

6.2.2. that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.

6.3. We may have to suspend the Services for repair, maintenance or improvement. If so, we will restore them as quickly as is reasonably possible, and aim to do such work during quieter periods.

6.4. We aim to provide a high quality service to you and while we make no guarantees of any sort, nor will we be held liable for failing to achieve our targets, we do endeavour to provide:

6.4.1. A 99.9% uptime during office hours (Mon – Fri, 09:00 – 18:00 excluding bank holidays)

6.4.2. Resolution of service affecting faults within 2 hours

6.4.3. Resolution of non-service affecting faults within 1 business day

## **7. Retention of Ownership**

7.1. Title to goods supplied shall remain vested in Us and shall not pass to You until the purchase price for the goods has been paid in full and received by Us

## **8. Specific Conditions on the Provision of Telephony Services**

### **8.1. Wireless Internet Services**

8.1.1. Due to the nature of wireless services, we make absolutely no guarantees about the speed, availability or stability of the service, except that we will do our utmost to ensure you receive an acceptable service. You will not be held to We would consider an acceptable service where:

8.1.1.1. Intermittent dropouts and signal loss is less than once a week and an aggregate uptime of at least 99% (excluding exceptional outages)

8.1.1.2. Internet speeds at least proportionate to our advertised contention rates during peak times. This may mean you can load websites, but may not be able to stream video.

8.1.1.3. Unacceptable service has been proved by performing tests as prescribed by IPComms and done with the assistance of IPComms' support staff

### **8.2. Voice of IP (VoIP)**

8.2.1. By purchasing our Telephony Services (VoIP) you confirm that you understand that our services:

8.2.1.1. may not offer all of the features you may expect from a conventional phone line;

8.2.1.2. may sometimes be unavailable as a result of things over which we have no control, for example, the weather, power disruptions and failures of your

internet service provider (ISP) or broadband connection and you understand that in such circumstances all services (including emergency call services) will also be unavailable;

8.2.1.3. may not be able to offer you the ability to transfer (port) your existing number to an alternative service if your service ends due to circumstances beyond our control

8.2.1.4. You will lose your assigned phone number if you cease your service with us, or your account is closed by us due to your breach of contract or your failure to settle your bills by the date due.

8.3. You agree to adhere to all the relevant telephony regulations applicable, including to regulations imposed by the ICASA.

## **9. Your obligations**

9.1. You must comply with our reasonable instructions and requests concerning the Services.

9.2. You must provide us with up to date contact details of one or two named representatives with whom we are authorised to deal (including email addresses) and promptly notify us of any changes. We rely on this information for various reasons including the transmission of renewal notices and other important information concerning the Services.

9.3. You are responsible for all persons who use your username and password to access the Services, whether authorised or not, unless acting on our behalf.

9.4. There is a risk that Numbers allocated may be irretrievably lost on suspension or termination of Services. It is your responsibility to ensure that all outstanding invoices are paid by the due date.

9.5. You must ensure your bills are paid on-time. It is your responsibility to ensure payment clears in our account before the due date on your invoice

9.6. You must ensure faults are correctly reported according to the guidelines set in clause 3

## **10. Restrictions**

10.1. You must refrain from transferring any illegal material or engage in unlawful activities via your use of the Services.

10.2. You must refrain from sending menacing, offensive, defamatory, obscene, indecent or abusive messages or telephone calls whilst using the Services.

10.3. You must not use or permit the usage of the Services in a manner that is inconsistent with any and all applicable laws and regulations.

10.4. You must not use the Services to send bulk unsolicited commercial telephone calls.

10.5. You warrant that your use of the Services will not infringe any third party intellectual property or other rights.

10.6. You must not embark on any course of action, whether by use of your telephone or any other means, which may cause a disproportionate level of activity (for example, encouraging large numbers of inbound phone calls) without providing us at least seven day's prior notice in writing. If you give notice or we otherwise become aware of such disproportionate use we may:

- 10.6.1. move your service to a dedicated service and charge our then current rate as detailed on our Website; or
- 10.6.2. terminate some or all of the Services forthwith.
- 10.7. For an Internet Telephony Service, we consider the use of more than 2 concurrent calls per registered extension to be a disproportionate level of activity.

## **11. Personal Data**

- 11.1. We will process your Personal Data only in compliance with our privacy policy, which is available on our Website
- 11.2. You consent to such processing and confirm that you have shown our privacy policy to, and obtained similar consent from, any third party individuals whose Personal Data you have supplied to us and will continue to do so in the future.

## **12. Risk and Title to Goods**

- 12.1. Risk shall pass to you on delivery, but the Goods shall remain our property until such time as full payment has been received.

## **13. Limitation of liability**

- 13.1. Nothing in these Conditions in any way excludes or restricts our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted.
- 13.2. Our liability in contract, tort (including negligence) or otherwise in connection with these Conditions for any one event or a series of events is limited to the price of the Goods, or the payment we received from you for the Services in the last billing month before the event(s) complained of.
- 13.3. In no event (including our own negligence), and even if we have been advised of the possibility of such losses, will we be liable for any:
  - 13.3.1. economic loss (including, without limitation, loss of revenue, profit, contract, business or anticipated savings);
  - 13.3.2. loss of goodwill or reputation;
  - 13.3.3. special, indirect or consequential loss; or
  - 13.3.4. loss of Numbers allocated.
- 13.4. We have no liability for goods and services provided by third parties.
- 13.5. To the extent allowed by law, we exclude all conditions, terms, representations and warranties, whether imposed by statute or by law or otherwise, that are not expressly stated in these Conditions including, without limit, the implied warranties of satisfactory quality and fitness for a particular purpose. Consumers' statutory rights are unaffected.

## **14. Indemnity**

- 14.1. You will indemnify us against all claims, damages, liabilities, costs (including reasonable legal fees) directly or indirectly related to your use of the Services or breach by you of these Conditions.

## **15. Take-down notification**

- 15.1. Take down notifications must be

## **16. Billing & Rates**

- 16.1. You will be billed either as a pre-paid customer or monthly invoice as decided by us based on the Service you subscribe to and your credit status.
- 16.2. Call Charges are calculated on a per minute basis, with a minimum charge of 10c per call.
- 16.3. While you may be able to view up to date information on your usage, the charges may be adjusted on your monthly bill based on billing information we receive from our suppliers.
- 16.4. Our call charges may change from time to time and the latest rates will be available on our Website.
- 16.5. While we endeavour to ensure that our Rates tables contain accurate information, we cannot guarantee its accuracy and may be different from your monthly bill. It may also be possible to phone other destinations not covered in our Rates table (such as Premium rate numbers) and these will be billed accordingly.
- 16.6. Charges will be calculated by reference to the data recorded by Us or on Our behalf and not by reference to data logged or recorded by any other party.
- 16.7. Premium rate numbers will be subject to a surcharge.

## **17. Pricing Adjustments**

- 17.1. We reserve the right to adjust pricing from time to time in line with our supplier costs and/or exchange rate fluctuations.
- 17.2. We may adjust pricing on an annual basis based on the CPI
- 17.3. Changes implemented under clauses 17.1 or 17.2 will not affect contract minimum terms or commitments
- 17.4. We will provide 30 days' notice of any price changes under clause 17

## **18. Payment**

- 18.1. You must pay the fees (together with VAT and any applicable taxes) specified on our Website when you order Goods or order or renew any Services.
- 18.2. Payment for monthly invoices must be made by Debit Order. All other payment methods may be rejected or subject to a manual payment transaction fee as set out in our Charges Schedule below
- 18.3. Payment must be made by the due date on your invoice which is typically 7 days from the date of invoice.
- 18.4. Payment must be made without deduction or set-off.
- 18.5. All fees are non refundable unless otherwise stated.
- 18.6. Invoices overdue for more than 7 days may be result in Service suspension without notice.
- 18.7. All fees remain payable where we suspend the Services in accordance with these Conditions.
- 18.8. You will also be liable for any rental charges that may have been accrued during the suspension of your account.
- 18.9. We may impose a credit limit on your account and/or require a deposit as security for paying bills.

- 18.10. Prepaid accounts will need to be topped up and in a positive balance in order to make calls. It is also important to note that calls will be cut off once your balance reaches R nil.
- 18.11. Prepaid accounts may be terminated if the balance is less than R10.00 for more than three months.
- 18.12. Prepaid accounts may be terminated if no outgoing calls are made, or the balance is topped up for 12 months.

## **19. Duration and termination**

- 19.1. Unless otherwise specified, all services are subject to a minimum contract period of 12 months.
- 19.2. IPComms requires 1 full clear calendar months' notice for cancellation of any services for FTTH (Fibre to Home lines) or any other services offered on a monthly basis.
- 19.3. All FTTB (Fibre to Business lines) require 3 full calendar months' notice for cancellation of any services.
- 19.4. Subject to clause 19.1 & 19.2, either party may terminate this agreement (as regards some or all of the Services) at any time for any reason by giving to the other 30 days written notice provided that the minimum term has expired.
- 19.5. We may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice:
  - 19.5.1. if you breach any the terms and obligations under these Conditions and, if remediable, having received from us a written notice stating the intention to terminate these conditions if not remedied, fail to remedy the breach within 14 days;
  - 19.5.2. if you are subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal or you enter into any arrangement or composition with your or for your creditors or a receiver or liquidator or trustee in bankruptcy is appointed over you or any of your assets or any similar circumstances; or
  - 19.5.3. if we are required to do so by a competent or regulatory authority; or
  - 19.5.4. if we suspect your account is being used to engage in unlawful activities
- 19.6. On termination of this agreement or suspension of Services for any reason:
  - 19.6.1. we will immediately stop supplying, and will terminate access to, the relevant Services. This may involve irretrievable loss of Numbers allocated.
  - 19.6.2. all licenses granted by us to you will terminate;
  - 19.6.3. any fees due remain payable and, if already paid, will be non-refundable;
  - 19.6.4. your accrued rights and liabilities will be unaffected.

## **20. Free Installations & Special Offers**

- 20.1. Where any Free Products (Installation, Connection, Routers, etc) we may recover our costs from You if services are terminated, or your account falls in arrears or are no longer in good standing within the first 12 months of services being supplied.
- 20.2. Should your account no longer be in good standing. We reserve the right to revoke any special offers and you will no longer be eligible for discounted pricing.

20.3. Promotional pricing will only be valid till the relevant Fibre Network Operator (FNO) adjust their pricing. All promotional pricing will then be reset to normal increased line pricing.

## **21. Assignment**

21.1. This Agreement shall not be assigned or transferred (nor the performance of any obligations hereunder sub-contracted) by either Party except that We may assign, novate or transfer our rights and obligations under this Agreement without the consent of Customer.

## **22. Confidentiality**

22.1. We both agree not to use for any purpose apart from this agreement or disclose any Confidential Data received from the other party.

22.2. This clause does not apply to Information which:

22.2.1. enters the public domain other than through breach of this clause;

22.2.2. is or becomes independently known to the receiving party free from any confidentiality restriction;

22.2.3. is required to be disclosed by applicable law or competent authority;

22.2.4. is reasonably disclosed to employees, suppliers or others for the proper performance of these Conditions;

22.2.5. is reasonably disclosed to professional advisers; or

22.2.6. we are otherwise permitted to disclose in accordance with these Conditions.

## **23. Notices**

23.1. You should send any notices under these Conditions to the support email address given at the top of these Conditions.

23.2. We shall send any notices in accordance with the most recent contact information which you have provided to us.

23.3. Notices shall be deemed to be received:

23.3.1. By email - on the day sent unless the contrary is proved.

23.3.2. By post – on the day the notice has been delivered

## **24. General**

24.1. These Conditions represent the entire agreement of the parties relating to its subject matter. It supersedes all prior agreements and representations. We are not bound by, nor should you rely on, any oral representations or representations by any agent or employee of any third party you may use to apply for our Services.

24.2. If any part of these Conditions is deemed void for any reason, the offending words shall be deemed deleted and the remainder shall continue in full force.

24.3. You may not assign these Conditions or subcontract or resell any of the Services without our prior written consent. We may assign these Conditions or subcontract any of the Services.

24.4. We shall not be liable for failure to perform or delay in performing any obligation under these Conditions if the failure or delay is caused by any



circumstances beyond our reasonable control, including but not limited to failure of any communications, telecommunications or computer system.

- 24.5. No firm, person or company which is not a party to these Conditions shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any provision of these Conditions.
- 24.6. The failure to exercise or delay in exercising a right or remedy under these Conditions shall not constitute a waiver of the right or remedy.
- 24.7. Nothing in these Conditions shall be construed as creating a partnership or joint venture of any kind between us.

## **25. Customer and Transaction Screening**

- 25.1. IPComms, to whom this application is delivered to, may obtain a credit report from a credit-reporting agency to verify financial standing. This information will be used strictly for the purposes of verifying information pursuant to entering a IPComms Internet Supply agreement. Information will be held in the strictest confidence.
- 25.2. IPComms is permitted to verify (check and confirm) your identity as well as that of any persons related to or acting on behalf of or involved with you at the start of the business relationship and as often as reasonably necessary thereafter. Monitor any transactions, instructions, and recipients and can request/verify further information before acting on an instruction or transaction. This could result in a delay in carrying out the instruction. May refuse to carry out any instruction or transaction and place a hold on any account should it consider necessary.
- 25.3. You agree to assist IPComms to comply with the laws by providing all the information and documents reasonably required from time to time. If you fail to do so or provide false information, IPComms can refuse to enter a relationship with you, refuse to carry out an instruction or process an instruction and can also end its relationship with you.
- 25.4. We will not be responsible to you, or any person, or customer for any loss or damage, you or they suffer if any steps mentioned in this clause or anything else necessary to comply with the laws.
  - 25.5.1. Orders and Credit Checks:
    - 25.5.1.1. This clause sets out our rights to check your credit rating before we accept your Order
  - 25.5.2. Placing your Order:
    - 25.5.2.1. Before you can receive the Free Router and installation, you must fill in and sign an Application Form (this application is called your 'Order'). Placing an Order is an offer you make to us. Credit Check After you place your order, we may:
      - 25.5.2.2. Ask other parties (like a credit bureau or an authorised agent) to give us information about your credit worthiness (your ability to pay us).
      - 25.5.2.3. Accept or reject your Order based on information we receive from the other parties; and
  - 25.5.3. Accepting your Order:
    - 25.5.3.1. After we receive your Order, we will either accept or reject it based on your credit rating. We will inform you if we reject your Order.

## **26. Choice of law**

26.1. This agreement is governed by South African law and is subject to the exclusive jurisdiction of the courts of South Africa.

**SCHEDULE A - Fees and Charges**

<b>Item</b>	<b>Fee</b>
Bounced Cheque / Debit Order payment	R 50 + bank costs
Call-Out Engineer visit & first hour	R 650
Missed Engineer Appointment or Additional Labour per hour	R 550*
Bank costs – Cash or cash deposits are subject to an additional fee	10%

\* Missed Engineer Appointments can have additional charges from our suppliers. We will pass on these costs if you have missed an appointment.

\*\* Call out will be applicable if router is reset by customer, resulting in loss of internet connectivity, requiring the engineer to assist on site, including, but not limited to own router, faulty equipment, site survey or any access points to be configured.

**SCHEDULE B - Setup/Installation Charges**

<b>FNO</b>	<b>Fee</b>
Octotel	R 1,725
Vumatel	R 1,725
Frogfoot	R 1,725
Syndeo/Stellendale	R 345
MTN	R 2,300
Openserve	R 2,875

**SCHEDULE C - Activation Charges**

<b>ITEM</b>	<b>Fee</b>
Suspension Re-activation	R 1,008.00
Early Cancellation on Migration	R 875.50
Early Cancellation on Installation, Router and Activation	R 4,030.00

**SCHEDULE D - Regrade Charges**

<b>FNO</b>	<b>Fee</b>
Frogfoot – Downgrade Fee	R 862.50
Vumatel – Downgrade Fee	R 287.50