



**vodafone**

VODAFONE FIJI PTE LIMITED  
Tel: (679) 331 2000 Fax: (679) 331 2307  
Private Mail Bag, Suva.  
TIN: 50-10599-0-9

# Network Service Contract

NSC:

Primary BAN: 

--	--	--	--	--	--	--	--	--	--

Secondary BAN(s): 

--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--

## Customer Details

Name / Company: \_\_\_\_\_

Business Registration No: \_\_\_\_\_ Date Registered: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Location Address: \_\_\_\_\_

Alternative Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

*Note: Any change in the Billing and Location address has to be notified in writing within 24 hours.*

## Contract Details

Please tick selected contract term and contract type

24 Months	<input type="checkbox"/>	Mobile Voice/ Data/IN	<input type="checkbox"/>	Minimum Monthly Revenue (MMR): _____
36 Months	<input type="checkbox"/>	IPVPN/WAN/Dedicated Internet	<input type="checkbox"/>	Subsidy/Tech Fund Allocated: _____
48 Months	<input type="checkbox"/>	Cloud Hosted PABX/PRI/SIP	<input type="checkbox"/>	Contract Expiry Date: _____
60 Months	<input type="checkbox"/>	Telemetry/ Email hosted	<input type="checkbox"/>	<b>Customer Initial:</b> _____
Others	<input type="checkbox"/>	_____		

## Contract Termination Fee

Termination Fee applies if contract is terminated prior to the minimum contract term:  
\$140 (VEP) per connection **and** \$\_\_\_\_\_ (MMR) multiplied by the remaining months on the contract term

**Customer Initial:** \_\_\_\_\_

## Declaration

I have read and agreed to the terms and conditions on the Vodafone website ([www.vodafone.com.fj](http://www.vodafone.com.fj)). I agree that we must pay for a minimum contract term as specified above and should we terminate this contract prior to the contract expiry we will be charged an early contract termination as stipulated above. We also represent and warrant that information provided is true and accurate and that the person signing below is duly authorized to sign for the company or firm.

Name of Authorised Signatory:	Signature:
Designation: _____ Date: _____	Company Stamp / Common Seal
Full Name of Account Manager; or Dealer Representative:	
I hereby certify that I have verified the identification of the Authorised Signatory of the customer. Signature: _____	

## RECITALS

- A. WHEREAS VODAFONE FIJI LIMITED is a provider of a public mobile telecommunication service in Fiji.
- B. AND WHEREAS Vodafone and the Customer have agreed to enter into the following agreement subject to the terms and conditions stated herein.
- ### 1.0 DEFINITIONS AND INTERPRETATIONS
- #### 1.1 DEFINITIONS
- "Promotions campaign" means any promotional campaign that may be run by Vodafone from time to time in any form of media;
- "Term" means the term of this agreement, which shall be 24 months. "Vodafone Network" means the telecommunications network owned by or otherwise available from Vodafone.
- "Voice access" means the service provided by Vodafone which enables the customer to receive calls and make calls from his mobile to third parties.
- "Blackberry Customer" means a customer who purchases the Blackberry services from Vodafone.
- "Blackberry handhelds" means the Blackberry handheld devices (including all relevant accompanying packaging, documentation and related accessories) that are made available by Vodafone to the Customer at a subsidized price under this agreement.
- "Blackberry Services" means the services provided by Vodafone to its Blackberry customers including Blackberry handhelds, the Blackberry software, installation of the Blackberry software and connection to the Vodafone Data Network.
- "Blackberry Software" means the various software (including different versions of the same software and all the relevant accompanying packaging and documentation) that is required to operate the mobile data solution available on the Blackberry Handhelds which is made available by Vodafone to the Customer.
- "Classification" means status of customer based on the number of connection customer has (Soho, SME, Corporate)
- "Call charges" means the airtime usage billed to customers account in a month (excluding access fees). It may be billed per minute or part thereof.
- "Subsidy", "Value of Subsidy" or "Value of Vodafone Subsidy" refers to the difference between the normal retail price of the handset/phone and the subsidized price actually paid by Customer for purchase of handset/ phone under the terms of this agreement.
- #### 1.2 INTERPRETATION
- In this document, unless the context otherwise requires:
- (a) An obligation of two or more parties shall bind them jointly and severally.
- (b) Words importing:
- (i) the singular include the plural and vice versa; and
- (ii) any gender includes the other genders.
- (c) If a word or phrase is defined, cognate words and phrases have corresponding definitions.
- (d) Headings shall be ignored in construing this document.
- (e) All prices quoted are exclusive of Value Added Tax (VAT) unless otherwise specified.
- #### 2.0 TERM
- The term of this agreement shall be for a period of 24 months from the date of execution hereof unless terminated as in accordance with the terms of this Agreement. Upon expiry of the Term, this Agreement may be renewed upon mutual agreement for a further period and subject to terms and conditions as varied and agreed by the parties.
- #### 3.0 INTELLECTUAL PROPERTY
- A party shall not use the other party's intellectual property rights except as expressly permitted in this Agreement or in writing by the other party and only then in fulfilling its obligations under this Agreement.
- #### 4.0 EXCLUSION AND LIMITATION OF LIABILITY
- #### 4.1 Exclusion
- Except as expressly provided in this Agreement all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise, relating to the provision by Vodafone of the Vodafone Service and other related services will not put Vodafone under any liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may be suffered or incurred or which may arise directly or indirectly in respect of the provision by Vodafone of the subsidized handsets/phones and other related Vodafone Services under this Agreement. Vodafone shall only be liable for the replacement of any handsets/phones that have a pre-existing factory fault at the time the contract was entered into.
- #### 4.2 Statutory Terms
- Where any applicable legislation implies any term, condition or warranty into this Agreement or Vodafone's relationship with the Customer, or otherwise gives the Customer a particular remedy against Vodafone, and that legislation or any other legislation renders void or prohibits provisions excluding or modifying the application of, exercise of, or liability under such implied term, condition, warranty or remedy, then that implied term, condition, warranty or remedy, will be deemed to be included in this agreement or, as the case may require, apply to the relationship between Vodafone and the Customer. However, Vodafone's liability for any breach of such implied term, condition or warranty or under such remedy, will be limited, at Vodafone's option in any one or more of the ways permitted in that legislation including, where so permitted:
- a) If the breach relates to services
- i) To the supplying of those services again or
- ii) To the payment of the cost of having those services applied again.
- #### 5.0 INDEMNITY
- #### 5.1
- Vodafone shall not be liable for any liability and all loss and damage of any kind whatsoever (including indirect special or consequential loss or damage) caused by or arising directly or indirectly from any breach of any of the terms or conditions of this Agreement by the Customer or any claim or action against Vodafone arising directly or indirectly out of any negligence or willful act of the Customer, of any of its employees, agents, contractors or sub-contractors.
- #### 5.2 Continuing Indemnity
- Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.
- #### 5.3 Enforcement
- It is not necessary for Vodafone to incur expenses or make payment before enforcing a right of indemnity conferred by this Agreement.
- #### 6.0 TERMINATION
- #### 6.1
- Without prejudice to any other right of termination, Vodafone may terminate with immediate effect in each of the following circumstances noted to be events of default by the Customer;
- (a) If the Customer being a Company is or becomes insolvent within the meaning of the Companies Act or becomes a Company under liquidation within the meaning of the Companies Act or a receiver within the meaning of the Companies Act is appointed or enters into possession of any of the assets or undertaking of the Customer.
- (b) If Vodafone receives from a government regulator or any other person notice in writing, whether by way of letter or otherwise, of any allegation by that regulator or other person of a breach by the Customer or its employees and or agents of any legislation, and Vodafone in its absolute discretion is not satisfied as to the Customer's explanation in respect thereof (which the Customer must supply in writing within 48 hours of request by Vodafone)
- (c) If the Customer engages in or threatens to engage in any conduct which Vodafone considers in its absolute discretion would harm the reputation or goodwill of Vodafone, including conduct in breach of the Fair Trading Decree.
- (d) If the Customer fails to pay any monies due and payable to Vodafone within seven (7) days of demand.
- (e) If the Customer being a natural person dies or becomes an insolvent under administration within the meaning of the Companies Act.
- (f) The Customer purports to create a fixed charge over this Agreement or any part of it without the prior express written consent of Vodafone or;
- (g) The Customer attempts to assign this Agreement.
- #### 6.2 Consequences of Early Termination
- If the Customer terminates this agreement prior to the expiry of the Term, either for cause or convenience, or if Vodafone is compelled to terminate as a result of the arising of any of the circumstances listed under clause 6.1 (a) to (g) then the Customer shall pay Vodafone an early termination fee in the sum of \$140 (plus VAT) for each connection that it acquired under this agreement. Additionally, the Customer shall be liable to reimburse Vodafone for the value of the Subsidy allowed to it for purchase of the handsets/phones, it being acknowledged and understood by the Customer that the value of the Subsidy so allowed by Vodafone towards purchase of the handsets/phones was on the understanding and agreement of the Customer that it would obtain Vodafone's services for a binding and fixed period of 24 months from the date of execution hereof. Upon termination, all benefits shall cease and the Customer shall reimburse Vodafone, the termination fee, value of the Subsidy bills owing and costs of recovery within one month of the termination of the contract.
- #### 6.3 Notice of Vodafone
- The Customer must notify Vodafone immediately if:
- (a) The Customer ceases to be able to pay its debts as they become due.
- (b) The Customer (if a company or a business name) ceases to carry on business.
- (c) The Customer being a Company is or becomes insolvent within the meaning of the Companies Act or becomes a Company under liquidation, within the meaning of the Companies Act or a receiver within the meaning of the Companies Act is appointed to or enters into possession of any of the assets or undertaking of the Customer; or
- (d) In Vodafone's reasonable opinion there is a material change in ownership or control of the Customer.
- #### 6.4 Accrued Rights Not Affected
- Termination of this Agreement will not affect the accrued rights or remedies of either party.
- #### 7.0 REMEDIES FOR BREACH OF ANY CLAUSE
- Upon breach by the Customer of any term of this Agreement:-
- (a) The Customer consents to the granting of injunctive relief by any court having jurisdiction over the enforcement of this Agreement restraining any or any further breach of this clause; and
- (b) The Customer will indemnify and hold harmless Vodafone from any and all loss or damage sustained by Vodafone by virtue of any breach of this clause, including but not limited to the cost involved of obtaining injunctive relief against the Customer.
- #### 8.0 ASSIGNMENT
- The Customer must not assign or attempt to assign any right or purport to assign any obligation under this Agreement without the prior written consent of Vodafone and any such assignment or purported assignment without Vodafone's prior written consent shall be void and of no effect.
- #### 9.0 SEVERABILITY
- If any provision or part of a provision of this Agreement is held to be illegal, unenforceable or otherwise invalid, that provision or part will be deemed to be severed from this Agreement and the remainder of this Agreement will continue in effect.
- #### 10.0 WAIVER
- The failure of either party to exercise, or the delay in exercising, any right, power or privilege available to it under the Agreement will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise by that party of any other right, power or privilege under this Agreement. No waiver by Vodafone of any of its rights under this Agreement shall be effective unless it is in writing.
- #### 11.0 NOTICES
- #### 11.1
- Any notice, order, acceptance or other communication under this Agreement will be in writing and signed and forwarded to the addresses specified in this clause or to such other addresses, as may be submitted
- by written notice to the other party from the party wishing to alter its address. Such notice, order, acceptance or other communication will;
- (a) If sent by prepaid post, be deemed to have been received on the fifth day after the date of posting.
- (b) If sent by facsimile, be deemed to be received on receipt by the sender of confirmation of due receipt via the sender's facsimile machine.
- (c) If delivered by hand be deemed to be received on the date of delivery.
- #### 11.2
- If the time of dispatch or delivery (as the case may be) is after 4.00pm on a day on which business generally is carried on in the place to which the facsimile communication is sent, or in the place in which personal delivery is made, the notice will be deemed to have been received at the commencement of business on the next such day in that place.
- #### 11.3
- Each party shall acknowledge in writing the receipt of a notice, order or other communication within two days of such receipt.
- #### 12.0 ENTIRE AGREEMENT
- This Agreement (including its Schedule and or Annexure) constitutes the entire agreement between the parties as in its subject matter and supersedes all prior representations and agreements in connection with that subject matter.
- #### 13.0 AMENDMENT
- This Agreement may be altered only by agreement in writing duly executed by Vodafone and the Customer.
- #### 14.0 WARRANTIES
- #### 14.1
- Vodafone warrants that the handsets will be free from defects as for components or equipment as a whole during all warranty period. The warranty period and terms of repairs are defined below in this clause. Vodafone will not be held responsible for any direct or implied damage or loss caused to clients or third parties by usage or inability to use handsets supplied by Vodafone.
- #### 14.2 Definition of a Warranty Case.
- Warranty case is a fact of failure of malfunctioning of equipment or its part excluding the following conditions:
- (a) mechanical damage (including unintentional) caused by misuse, by usage of unoriginal parts, or by servicing or modification of handset performed by people other than the manufacturer's authorized Service Center;
- (b) defects caused by violation of operating instructions provided in the handset's documentation;
- (c) defects caused by normal wear of handset or aging of its parts during the warranty period;
- (d) defects caused by computer viruses;
- (e) defects caused by usage of software, accessories or other parts that are not approved by the manufacturer;
- (f) If the handset was used after a defect has been discovered; (g) inappropriate repair or maintenance.
- All above conditions do not withdraw customer's right for warranty maintenance if they were caused by a personnel of Service Center.
- #### 14.3 The Term of a Warranty Period (effective dates of warranty)
- The basic warranty period is effective starting from the date of commencement of this agreement. The duration of warranty period shall be the same as offered by the manufacturer of the handsets/phones.
- #### 15.0 FORCE MAJEURE
- #### 15.1
- An obligation of a party (other than an obligation to pay money) under this Agreement shall be suspended during the time and to the extent that the party is prevented from or delayed in complying with that obligation by an event of Force Majeure.
- #### 15.2
- A party affected by an event of Force Majeure, must give to the other party particulars of the event of Force Majeure and take reasonable steps to remove or mitigate the relevant event of Force Majeure except that the party will not be obliged to settle a strike, lockout, boycott or other industrial dispute.
- #### 16.0 GOVERNING LAW
- This Agreement is governed by the laws in force for the time being in the Republic of Fiji.
- ### SCHEDULE A - POST PAY CONTRACT
- #### 1.0 VODAFONE'S RIGHTS AND OBLIGATIONS
- #### 1.1
- Vodafone shall provide the Customer with the subsidized handsets/ phones on the day of execution of this agreement (Refer Table A for details) and upon payment by the Customer of the subsidized retail value and required security deposit.
- #### 1.2
- The type, make and model of the handsets/phones provided shall be agreed to by the parties. Vodafone shall also provide the Customer with the approximate normal retail cost of the handsets/phones at the date of the offer and value of the Subsidy and as specified in Table A of this agreement.
- #### 1.3
- Vodafone shall have the right to take legal action against the Customer to recover any sum of money that may be owed to Vodafone, including any administration costs that may be incurred as a result.
- #### 1.4
- In the event the Customer terminates this agreement or is deemed to have engaged in an act of default as listed under clause 6.1, Vodafone shall have the right to recover from the Customer the termination fees, value of Subsidy, bill owing and any costs of recovery.
- #### 2.0 CUSTOMER'S RIGHTS AND OBLIGATIONS
- #### 2.1
- Subject to this agreement the Customer agrees to remain on the Vodafone network for a period of 24 months from the date of execution.
- #### 2.2
- The Customer agrees to pay Vodafone the termination fees, value of Subsidy, bills owing and any costs of recovery, within seven (7) days of the request by Vodafone to do so, if the Customer terminates the agreement or if Vodafone terminates subject to clause 6 of this agreement.
- #### 2.3
- Should the Customer wish to enter into another contract with Vodafone as part of Vodafone's promotions or campaigns, then the customer agrees that this agreement shall forthwith be terminated or superseded upon the commencement of the new contract with Vodafone.