



Vodafone Fiji Pte Ltd
 Telephone:(679)3312000 Fax: (679)3312307
 Private Mailbag, Suva

NSA No.:
 Customer No.:
 Mobile No.:
 Credit Clearance No.:
 Sales Rep/Dealer's Name :

NETWORK SERVICES AGREEMENT

1. Customer Details

Individual Name/ Company _____
 Billing Address (Note: Any change in the billing and location address has to be notified in writing within 24hrs hours)

 Full Residential Address/Location Address for Companies

 Residential Status Own Leased Mortgaged Living with Parents Renting How long?
 Business Registration Number Date Registered _____ Date of Birth _____
 Day Month Year Day Month Year
Signed Contract: Yes No Home Phone No.: _____ Fax No.: _____
Name of two persons for references.
 Name: _____ Name: _____
 Address: _____ Address: _____
 Phone: _____ Phone: _____
 Has existing account with vodafone Yes No If Yes please state mobile #

2. Employment Details

Name Of Employer/Business _____ Business phone number _____ Occupation _____ Gross Annual Income _____
 Address of Employer/Business _____ How long in current employment? _____ How long in previous employment? _____
 _____ Years _____ Months _____ Years _____ Months
 FNPF No. _____ Driving Licence No. _____ Passport No. _____

3. Contact Details

PRIMARY	SECONDARY
Name : _____	Name : _____
PIN : _____ Phone No. _____	PIN : _____ Phone No. _____
Position : _____	Position : _____
Email : _____	Email : _____

4. Plan & Service Level

Voice Plan _____ **Service Level** Local Access Int'l Access Roaming Access Conceal Caller ID Short Term
 Data Plan _____ Credit Limit \$ Receipt No. (Conceal ID) Trial/Short Term Disconnection Date
 (call charges only) Business Talk : Yes No

5. Equipment Details

IMEI No. Sim Number Date Connected _____
 MNP Connection: Prepay Sim No.
 Security Deposit(\$ Receipt Number Sign _____

6. Agreement

I request the supply of a mobile Telecommunication service in accordance with the terms and conditions of Vodafone Fiji Pte Ltd. A copy with which I have been supplied(overleaf). I certify that the information supplied by me in this agreement is true and correct and I will abide by the terms specified .

Name of Authorised Signatory	Designation	Authorised Signature
Username	Date	Company Stamp/Common Seal
Full Name of Sales Rep/Dealer; Dealer Representative		
I hereby certify that I have verified the identification of authorised signatory of the customer.		
Signature		

Additional Comments

Credit Vetting
 Data Bureau Status Data Bureau Enquiry No Average Bill/ Monthly NP MP SP
 (Existing Customer)
Credit Class
 General Comments _____
 Credit Vetter Signature _____

VODAFONE FIJI

TERMS AND CONDITION

1. PROVISION OF SERVICE

- (a) This agreement sets out the Terms and Conditions relating to the supply of a digital mobile telecommunication service to the Customer by Vodafone Fiji Pte Ltd (hereafter "Vodafone Fiji") including value added services which are non revocable.
- (b) This agreement relates only to the provision of the Service. Provision of any goods will be covered by a separate agreement.

2. AGREEMENT NOT TRANSFERABLE

- (a) The customer hereby agrees that the Network Service Agreement is only between the customer and Vodafone Fiji and that the Agreement is not transferable.
- (b) If the customer is a business or a limited liability company and there is a change in the effective management or control of the business or Company then Vodafone Fiji shall treat such change as a transfer of this Agreement and entitle Vodafone Fiji to immediately terminate the Agreement.
- (c) Vodafone Fiji may transfer its rights and obligations under this Agreement without the consent of the Customer.

3. DISCLOSURE BY CUSTOMER OF PREVIOUS ACCOUNTS WITH VODAFONE FIJI

The customer hereby confirms that he or she has made full disclosure of the fact of a prior Vodafone Fiji account with the Vodafone Representative, if there is a failure to disclose, Vodafone Fiji reserves the right to suspend the service or at Vodafone Fiji's discretion permanently disconnect the phone from the mobile telecommunication service.

4. CUSTOMER TO PAY CHARGES, VAT ETC

- (a) All Service, call and other charges payable to Vodafone Fiji by the Customer are exclusive of all taxes (including VAT), duties and levies payable in respect of the Service. The customer shall be liable to pay VAT and all such taxes, duties and levies.
- (b) In the event that roaming access is granted to the Customer, the Customer acknowledges that the roaming services are provided by overseas network providers and subject to special tariffs and charges as levied by overseas network operators, details of which the Customer may access from Vodafone's Customer Care Centre or Vodafone's website.

5. SECURITY DEPOSIT

Vodafone Fiji may require the payment of a security deposit before providing the Service and additional security deposit may be required later for providing different types of service eg. Roaming access. If the Customer fails to comply with the provision of the Terms & Conditions, Vodafone Fiji may use the security deposits to meet any costs, losses or liabilities incurred as a result including all Services, calls and other charges. When the Customer has fully performed this Agreement, Vodafone Fiji shall return the outstanding balance of the security deposit, without interest to the Customer. Payment of a security deposit will not negate the Customer's liability to pay charges for the Services normally incurred.

6. CUSTOMER AGREES TO CREDIT REPORT AND DISCLOSURE

- (a) Vodafone Fiji informs the Customer and the Customer agrees that the items of personal information regarding the Customer (including information in this or any other application to Vodafone Fiji for credit or commercial credit and information arising from the conduct of the Customers account or accounts with Vodafone Fiji) and appropriate for keeping on a credit information file, may be divulged by Vodafone Fiji to a credit reporting agency or credit provider.
- (b) The Customer agrees
- (i). that a credit reporting agency may provide to Vodafone Fiji a credit report containing personal information regarding the Customer for the purpose of the assessment by Vodafone Fiji of an application for commercial credit by the Customer or for the purpose of the collection of payments that are overdue in respect of any commercial credit provided to the Customer by Vodafone Fiji;
- (ii). that Vodafone Fiji may use information provided to Vodafone Fiji by a credit reporting agency (including information that concerns the Customer's commercial activities or commercial creditworthiness) for the purpose of assessing an application for commercial credit (including the application for this Service); and
- (iii). that Vodafone Fiji may give to and receive from another credit provider or credit rating agency any credit report or information derived from such a report for any one or more of the following purposes:
- (a) assessing an application by the Customer for the credit or commercial credit, Customer's creditworthiness or the Customer's continuing credit worthiness; and
- (b) notifying to exchange with or obtaining information from other credit providers in relation to the conduct or status of or default in relation to any account(s) held by the Customer with them or Vodafone Fiji.

7. SETTLEMENT OF ACCOUNTS WITHIN FOURTEEN (14) DAYS

All accounts are payable and are to be settled in full within (14) days of the date of issue of the account.

8. EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES

- (a) Except as provided in sub-clause 8 (b) all terms and conditions, warranties, undertakings, inducements and representations, whether expressed or implied, tatory or otherwise, relating to the provision by Vodafone Fiji of the Services are excluded and Vodafone Fiji will not be 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 in respect of the Services. Vodafone Fiji further states that it does not warrant uninterrupted or fault-free Services at all times.
- (b) Where any applicable legislation implies any term, condition or warranty into this Agreement or Vodafone Fiji's relationship with the Customer or otherwise gives the Customer a particular remedy against Vodafone Fiji 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 between Vodafone Fiji and the Customer. However, Vodafone Fiji's liability for any breach of such implied term, condition or warranty or under such remedy, will be limited, at Vodafone Fiji's option, in any one or more of the ways permitted in that legislation including, where so permitted:

- (i) If the breach relates to goods:
- The replacement of the goods or supply of equivalent goods;
 - The repair of such goods;
 - The payment of the cost of replacing the goods or acquiring goods, or
 - The payment of the cost of having the goods repaired; and
- (ii) If the breach relates to the Service:
- the supply of those Services again, or; the payment of the cost of having those Services supplied again.

- (c) The Customer acknowledges that roaming services are sourced by Vodafone Fiji through third party overseas providers. Accordingly, Vodafone Fiji excludes all warranties in respect of the availability, quality, and timeliness of roaming services and does not guarantee fault-free provision of roaming services.

9. TERMINATION AND OVERDUE ACCOUNT CHARGES

Vodafone Fiji may immediately terminate this contract by disconnecting the

service and reserves the right to impose additional charges upon the Customer for overdue payments at two percent (2%) per annum above the overdraft rate time to time charged by Vodafone Fiji's Principal bankers if:

- (a) The Customer breaches any term of this Agreement (including any terms relating to payment or use of the service);
- (b) The Customer enters, or threatens to enter or is in jeopardy of becoming subject to any form of insolvency, administration, whether formal or informal;
- (c) The Customer ceases, or threatens to cease or is in jeopardy of ceasing to conduct any business carried on by the Customer in the normal manner;
- (d) The Customer, being a natural person, dies or being in partnership, dissolves or resolves to dissolve.

10. SUSPENSION OF SERVICE

- (i) Vodafone Fiji may from time to time and without notice suspend the Service (and at Vodafone Fiji's discretion, disconnect the Subscriber Apparatus from the system) in any of the following circumstances:
- (a) during any technical failure, modification maintenance of the System provided that Vodafone Fiji will use its reasonable endeavors to procure the resumption of the Service as soon as reasonably practicable, or
- (b) if the customer fails to comply with any of these Terms and Conditions (including failure to pay charges due) until the breach (if capable of remedy) is remedied, or does, allow to be done, anything which in Vodafone Fiji's reasonable opinion may have the effect of jeopardizing the operation of the Services. Notwithstanding any suspension of the Service under this Clause (10) the Customer shall remain liable for all charges due hereunder throughout the period of suspension unless Vodafone Fiji at its sole discretion determines otherwise.
- (c) if in Vodafone Fiji's reasonable opinion, the Customer's usage of the Service is unusual or excessive.
- (ii) Vodafone Fiji reserves the right to request for security deposit for resumption of service if the service had been suspended or disconnected due to non-payment of account.

11. COMMENCEMENT AND TERMINATION

This agreement shall commence on the date of acceptance by Vodafone Fiji and shall continue unless terminated by Vodafone Fiji giving notice to the Customer under Clause (9) above or by the Customer giving Vodafone Fiji prior 30 days written notice of termination.

12. FIJI LAWS TO APPLY

This Agreement is governed by the Laws of the Republic of Fiji Islands. The parties submit to the exclusive Jurisdiction of the Courts of the Republic of Fiji Islands. Normally, in the first instance an attempt will be made to settle any dispute arising by negotiation without recourse to the courts.

- (a) The Terms and Conditions of this agreement may be varied only by the Agreement of both Vodafone Fiji and the Customer in writing.
- (b) The Customer agrees to be bound by any variation of these Terms and Conditions and by the terms of the Posts and Telecommunication Decree 1989.

13. CUSTOMER'S LIABILITY TO PAY

- (a) The Customer is liable to pay all service, call and other charges to Vodafone Fiji in respect of the service including for roaming services. The Customer's liability to pay herein shall not be affected by any change in the identity of the person who used the Service or by telecommunication equipment ceasing to be in the Customer's sole possession or control through any cause except where the Service has been discontinued or suspended by Vodafone Fiji.
- (b) The Customer's liability for roaming or international access charges shall be irrespective of whether the Customer had actually sought access to roaming or international access and whether such access was notified by Vodafone Fiji to be granted or not
- (c) In all the cases, the Customer is supplied with an intelligent card ("SIM") which is used or intended to be used to access the Service.
- (i). Title to the SIM shall remain with Vodafone Fiji, the Customer shall have no ownership, property, or rights on the card and shall hold the SIM as bailee of Vodafone Fiji;
- (ii). The Customer shall at the Customer's own expense return the SIM to Vodafone Fiji upon request by Vodafone Fiji Pte Ltd or upon cancellation or suspension of the Service by Vodafone Fiji;
- (iii). If the SIM is lost, stolen, or otherwise the subject of unauthorized use:-
- (a) the Customer shall notify Vodafone Fiji in writing immediately, and
- (b) until notification is received by Vodafone Fiji in accordance with Clause 13(c) (iii) (A), all Services provided or assessed as a result of the unauthorized use of the SIM are deemed to be provided to the Customer and the Customer shall remain liable to pay all Service, call and other charges to Vodafone Fiji arising therefrom.

14. CREDIT LIMIT

- (a) Vodafone Fiji may from time to time set a credit limit for the provision of the Service and increase or decrease the credit limit. This credit limit will be notified by Vodafone Fiji to the customer.
- (b) The Customer will receive a short message service or electronic mail or both on the connected mobile phone when the debt or usage reaches 80% of the prescribed credit limit and again when the debt or usage reaches 90% of the prescribed credit limit. Notwithstanding this provision, the customer acknowledges that the calls made by it are processed by Vodafone's credit limit system a day after the call is made and that there is a possibility of the debt exceeding the credit limit. The Customer hereby irrevocably undertakes to pay any debincurred in excess of the credit limit.
- (c) At all times and notwithstanding the fact that Vodafone Fiji may set a credit limit, Vodafone Fiji undertakes NO responsibility for ensuring that the customer has not exceeded usage of the credit limit and the Customer shall be liable for any and all charges incurred by usage of the service exceeding the set credit limit.

15. VODA I.D.

Voda I.D. or Calling line Identification is a value added service available to customers subscribing for this feature. This feature allows subscribers to view on their mobiles the phone numbers of calling party. The fee may be subject to change from time to time and Vodafone Fiji will advise the customer of any such changes. Customers who wish to conceal the user ID must pay an annual fee of \$33.00

16. GENERAL PACKET RADIO SERVICE (GPRS)

The provision of services using the GPRS platform forms part of this agreement.

17. GENERAL TERMS

- (a) The customer shall be held liable for all cost of collection inclusive of disbursements incurred by Vodafone Fiji recovering amounts payable in the event the account is referred to a debt collection agency or to a court of law for legal action proceedings

- (b) The customer certifies that he or she has read over this agreement together with the terms contained overleaf and has been requested to seek independent advice to seek interpretation of the contents herein and upon signing this agreement acknowledges that he or she understands the meaning and effect hereof.

- (c) The customer agrees that all notices, invoices, bills, statements of accounts or other communications under this Agreement will be forwarded to the address(s) specified in this Agreement or to such other address as may be submitted by written notice to Vodafone Fiji by the customer wishing to alter its address. Such communication will be deemed to have been adequately sent to the customer the customer when forwarded to that address by Vodafone Fiji.

- (d) Without prejudice to Vodafone Fiji's right to recover monies owing to it by the Customer under this agreement, in the event of any charge alleged to be in dispute the Customer shall pay all charges appearing on the statement of account pending an investigation of the charge or charges so disputed by Vodafone Fiji.

- (e) Vodafone Fiji reserves the right to change its billing cycles.

- (f) The Customer acknowledges and agrees that other Services provided by Vodafone Fiji including promotions and competitions held by it may be subject to other terms and conditions which the Customer must comply with in addition to the terms and conditions herein if the Customer utilises the other Services or participates in the said promotion or competition.

- (g) Tariffs and charges may be modified by Vodafone Fiji from time to time without consent of the customer and of which the Customer will be deemed to have been informed upon placement of advertisements in the local media by Vodafone Fiji.

- (h) The customer acknowledges and agrees that any variation to this Agreement inconsistent with the provisions herein purported to be made by a Partner Dealer or any third party is not enforceable or recognised by Vodafone Fiji.

18. PROVISION OF PIN

"PIN" means a distinct number which will be recognised by Vodafone Fiji as a valid instruction by the Customer to make changes to his/her account (as the case may be)

1. The Customer will supply a PIN which must be used by the Customer in order to:-
- (i) Vaidly access the Customer records or account with Vodafone Fiji to update or amend the details;
- (ii) To validly access information on the Customer's account relating to call records;
2. The Customer acknowledges that it must provide a PIN to Vodafone Fiji and utilize the PIN in order to make any changes on his/her account.
3. The Customer acknowledges that upon provision of the PIN, that Customer shall have the sole responsibility to keep the PIN in his or her safe custody and Vodafone Fiji shall NOT in any manner be liable to the Customer or any other person for any cost, loss or damage arising directly or indirectly due to the utilization of the PIN by an unauthorized party.
4. If the PIN is lost, stolen or otherwise the subject of unauthorized use:-
- (i) The Customer shall notify Vodafone in writing immediately;
- (ii) Until notification is received by Vodafone in accordance with clause 13 (c) (iii) (A), all services provided or accessed through the use of the PIN are deemed to be provided to the Customer and utilized by the Customer and the Customer shall be liable and accountable for all consequences arising therefrom.

19. VODAFONE FIJI NOT LIABLE FOR FAILURE TO SUPPLY ETC.

- (a) The Customer acknowledges and agrees that the Services may not be available from time to time as a result of a number of factors, including capacity constraints, electromagnetic interference, adverse weather conditions, excessive Vodafone Network use, equipment failure, the location of the End-User, or during maintenance activities.
- (b) Except as provided in clause 8 (a), Vodafone Fiji is not liable to the customer or any other person for:-
- (i) any cost, loss or liability (including injury, death, loss of profit or other consequential damage) arising out of Vodafone Fiji's supply of or failure to supply the service including as a result of any act, omission or negligence of Vodafone Fiji; and
- (ii) the content or context or confidentiality of communications made over the services and Vodafone Fiji is indemnified by the customer for any liability it incurs as a result of any defamatory or other unlawful comments made by the customer over the service.

20. SPECIAL CONDITIONS APPLICABLE TO PLANS: -

The Customer acknowledges and agrees that depending on the particular plan that the Customer is contracted under (and as stated overleaf) the following conditions shall apply to the specific plans:-

- Mobilise 60- Free 60 minutes talk time provided to the Customer under the Mobilise 60 plan shall only be in respect of on-net mobile calls* only and does not include Vodagroup calls;
- \$0 Access Fee Plan (offered only to Customers who have been contracted on a Vodafone post pay plan for a minimum and continuous period of 2 (two) years) - Minimum spend on this plan is \$30 VEP per month. If Customer uses less than \$30 VEP, Customer will be billed \$30 VEP per month, irrespective of lower user charges. Customer may only make local access calls on the \$0 Access Fee Plan and at a set mandatory credit limit of \$100.00 per month. In the event that the Customer seeks an increase to the mandatory credit limit or access to international calls or roaming services then a refundable security deposit shall be payable by the Customer at an amount as determined by Vodafone and in accordance with clause 5 herein

• TERMINATION FEE

If the Customer connected on \$0 Access fee Plan, terminates the Agreement prior to the expiry of the term of the agreement, either for cause or convenience then the customer shall pay Vodafone a penalty fee in the sum of \$140 (exclusive of VAT) per connection. Upon Termination, all benefits shall cease and the customer shall pay Vodafone, the bills owing and costs of recovery within one month of the termination of the contract.

*"On-net mobile calls" shall mean mobile to mobile calls on the Vodafone network and Inkk mobile to Vodafone mobile or vice versa calls.

**Conversion Fee of \$200.00 (exclusive of VAT) per connection or mobile number will be charged to a customer who switches to a prepay account from postpay yet requests to maintain his or her current postpay mobile number to be used with the prepay account.*