

**TELECOM VANUATU LIMITED
GENERAL TERMS AND CONDITIONS**

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1.0 DEFINITIONS

In this Agreement, the following words and expressions (including the Specific Terms to this Agreement) shall have the meaning assigned to them in the list below, unless the context otherwise requires:

Agreement	The General Terms and Conditions, Specific Terms and Conditions, the Application Form/Subscription Form where applicable, and any other document specifically incorporated into this Agreement in writing.
Application Form	Application form to be completed or filled out by the Customer at time of subscription for provision of the Service which is an integral part of the Agreement provision of the Service.
Commencement Date	The date on which the Service or part of the Service is made available by TVL to the Customer.
Customer	Any individual person or body corporate who applies or subscribes to or utilises the Service provided by TVL. Telecom Vanuatu Ltd
Customer Equipment	Any equipment, including any software that is not part of TVL's network and which is owned or controlled by the Customer.
Fees and Charges	Such fees and charges applicable for the provision of the Service as defined by clause 9.0.
General Terms	General Terms & Conditions.
Minimum Period	The minimum period stated in the Application form for the provision of the Service.
Network	The telecommunications network owned and operated by TVL to provide fixed and converged information and communication services to the public.
Service	As defined in the Specific Terms

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Site	The place(s) at which TVL provides the Service
Term	The duration of the Agreement starting commencing with the provision of Service
TRR	Telecommunications and Radiocommunications Regulator
TVL Directory Enquiry	directory information
TVL Phone Book	Directory of telephone n The '150' service providing umbers
TVL	Telecom Vanuatu Limited
Working Hours	7.30 am to 17.00pm from Mondays to Fridays excluding Saturdays, Sundays, and public holidays.

2.0 OBJECT

- 2.1 The present Agreement defines the terms and conditions under which TVL shall provide the Service to the Customer and under which the Customer accesses and uses the Service.
- 2.2 The present Agreement may be supplemented by terms specific for future optional services that the Customer may request.

3.0 CUSTOMER REQUEST

- 3.1 A person who wishes to subscribe to the Service shall file an Application Form with TVL. TVL acknowledgement of receipt of the Application Form shall not constitute an agreement, commitment or confirmation by TVL to provide, carry out or implement the Service.
- 3.2 The Customer shall provide accurate information to TVL at the time of filing of the Application Form so as to allow TVL to fulfill its obligations under this Agreement. The Customer shall notify TVL immediately of any change in the information provided to TVL. Failure to communicate any change in such information to TVL promptly shall discharge TVL of its obligations without any liability.

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- 3.3 The Customer shall provide a copy of his identity card or passport number.
- 3.4 If the Customer has incurred any debt with TVL or with any of its subsidiaries, for the provision of any telecommunication service, the Customer shall be required to settle the outstanding amount beforehand.
- 3.5 In the case where the Customer has failed to report any prior debt with TVL or with any of its subsidiaries for the provision of telecommunication services, the Customer shall be required to rectify the situation within two working days, failing which the Agreement will terminate forthwith.

4.0 PROVISION OF SERVICE

- 4.1 TVL will provide the Service(s) to Customer in accordance with the terms of this Agreement, which set out the entire Agreement between TVL and the Customer.
- 4.2 The Customer shall be responsible to obtain any permission should same be required for installation by TVL of any Equipment on the Site.
- 4.3 Any delivery date for the provision of a Service is an estimate unless the TVL Specific Terms provides otherwise.
- 4.4 TVL does not undertake that any Service will be fault free or uninterrupted but TVL will take all reasonable and necessary steps to restore Service as soon as possible.
- 4.5 The Customer accepts that occasionally TVL may provide instructions regarding the efficient use of the Service. Customer must follow these instructions.
- 4.6 Where at the request of the Customer, any work to provide the Service is done outside Working Hours, the Customer shall pay an additional charge for such work based on TVL applicable rate and where TVL's staff and/or authorized agents have been called upon to attend to fault at the Customer's premises TVL reserves the right to impose charges for the visit if the fault is not attributable to any TVL's equipment or networks.
- 4.7 In the event that the Customer cancels any order after the same has been accepted by TVL, the Customer shall be liable to pay a cancellation charge therefore, if any, at TVL's then prescribed rate for the said cancellation.
- 4.8 TVL reserves the right to disconnect the Service in case of non-payment of charges, fees and/or rentals for the Service. TVL shall not be liable for such disconnection.

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5.0 EQUIPMENT AND INSTALLATION

- 5.1 The Customer shall ensure that any and all equipment connected to or used in conjunction with the Service is a type approved equipment wherever applicable by the TRR and is connected or used in accordance with the law or regulations applicable.
- 5.2 The Customer shall keep all TVL equipment including any software installed therein for the provision of the Service in good working conditions (fair wear and tear excepted) and shall comply with the specifications, guidelines and recommendations of the manufacturer or distributor thereof and of TVL, and shall disconnect or cease to use any such equipment at the request of TVL.

6.0 CUSTOMER'S RESPONSIBILITIES

- 6.1 The Customer will be responsible for using the Service in compliance with all legal and contractual provisions and for paying for the Services received within the due date.
- 6.2 The Customer will be responsible for all the use of the Service, including use by third parties.
- 6.3 The Customer will be liable to TVL for any damage to TVL's Equipment
- 6.4 The Customer will be liable for any improper use, defamation, offences caused or may be caused from the use of the telephone numbers or any third party to whom the telephone numbers have been allocated.
- 6.5 The Customer will be responsible for TVL Equipment and will not add to, modify or in any way interfere or tamper with the equipment. The Customer shall be liable for any loss or damage to TVL Equipment, except for fair wear and tear.
- 6.5 The Customer must comply with TVL's reasonable instructions regarding health, security, safety or the quality of the Service, etc.
- 6.6 The Customer does neither own the telephone number allocated by TVL nor has the right to sell the telephone number related to the Service. The telephone number cannot be transferred or assigned to a third party. The telephone number assigned to the Customer for the provision of the Service may be changed by written notice at TVL's discretion.
- 6.7 The Customer shall indemnify TVL against any claims or legal proceedings which are brought or threatened against TVL by a third party because the Service is used in breach of clause 6.0.

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7.0 TVL's RESPONSIBILITIES

7.1 TVL shall exercise the reasonable skill and care of a competent public telecommunications service and/or network provider in providing the Services to the Customer.

7.2 TVL shall in no circumstances be liable to the Customer to the extent that the service is disrupted, degraded, and/or unavailable.

7.3 TVL undertakes and warrants that TVL Equipment provided to the Customer are type approved by the TRR.

8.0 MISUSING THE SERVICE

8.1 The Service shall not be used:

- a) to send offensive, indecent, menacing, nuisance or hoax messages or communications; or
- b) fraudulently or in violation of the legislation in Vanuatu.

9.0 CHARGES

9.1 The Customer agrees to pay all charges for the Service to TVL as per TVL Application Form and calculated using the details recorded by TVL.

9.2 The Charges will include the following:

- a) **Service rental**
The Service rental refers to the monthly fixed charge payable by the Customer.
- b) **Installation fee**
The Installation fee includes fee payable for technical works carried prior to the release of the Service.
- c) **Security deposit**
The security deposit includes fee payable to TVL which is refundable upon termination of the agreement after deduction of any outstanding debt.
- d) **Call charges**
The call charges include communication charges within TVL network and from TVL network to the network of another operator. The charges are billed as per TVL's metering system.
- e) **Other charges**

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This refers to charges for other services provided by TVL and are detailed in the Application Form.

- 9.3 The Customer agrees to pay all charges for the Service, whether the Service is used by the Customer or someone else and upon receipt of TVL invoice.
- 9.4 The charges may be changed from time to time and are subject to changes as may be decided by the Information and Communication Technologies Authority and/or any other authority or body.
- 9.5 In the event of non payment of charges, fees or rental for services and /or equipment, where any claim is made through an Attorney at law or Debt Collector Agency, the Customer shall be liable for the debt recovery costs, court fees legal charges attorney fees and commissions with interests incurred **incurred for the recovery of the debt.**

10.0 BILLING AND PAYMENT

- 10.1 TVL shall bill the Customer for the Service based on its own metering system.
- 10.2 TVL shall send bills to the address notified by the Customer to TVL.
- 10.3 TVL shall not be held responsible for undelivered bills and the customer should immediately notify TVL of any delay or non-receipt of bills.
- 10.4 Unless otherwise stated in the TVL Specific Terms, payment is due on the date specified on the bill.
- 10.5 The monthly bills shall be paid on or before the 20th of the month from the date of issuance of the bill failing which, a once-off surcharge of 2% shall automatically be applicable on any outstanding balance without the necessity for the fulfillment of any judicial or extra-judicial formality.
- 10.6 If the invoice and surcharge remain unpaid, TVL may disconnect the Service at its own discretion.
- 10.7 The payments to be made and the disconnection shall not require the fulfillment of any judicial or extra-judicial formality.
- 10.8 As part of its credit management procedures, TVL may at any time:
- a) Set a credit limit on the amount of consumption. When the Customer has reached the credit limit, TVL may decide to block all the Services to the Customer; and/or,

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b) TVL may ask the Customer for payment in advance before Service is provided.

10.9 TVL may request the Customer to provide an irrevocable bank guarantee or non-interest bearing cash as security in a form and amount acceptable to TVL and valid for the duration of the Agreement in addition to the security deposit already provided. The bank guarantee may be requested exclusively in one of the following circumstances:

- a) where the Customer has previously defaulted in one of the conditions of an agreement with TVL or any of its subsidiaries for the provision of telecommunications services;
- b) temporary subscription; or
- c) the Customer has subscribed to at least 3 telephone lines installed by TVL at the same address.

In the event the Customer fails to provide the bank guarantee, the telephone line of the Customer will be outgoing barred and the Customer will be able to receive incoming calls only, until such time that a valid bank guarantee has been provided.

10.10 Where TVL has any doubt as to whether the contractual terms will be met, TVL may ask the Customer for a deposit at any time, as security for payment of future bills.

10.11 Where the Customer disputes any charge on a bill, the Customer must -

- (i) first settle the disputed invoice as raised by TVL by the due date,
- (ii) the Customer must notify TVL in writing within 30 days of the date of the bill [with all relevant information] why the customer disputes the bill.

11.0 LIMITATION OF LIABILITY

11.1 The Customer agrees to indemnify TVL against any action for claims, damages, liabilities, costs and expenses resulting from fraudulent exploitation, modification or alteration of services provided by TVL by the Customer under this Agreement.

11.2 TVL shall not be liable for damage resulting from unlawful use of its services or use of the services in violation of this Agreement. TVL shall not be held responsible if services are temporarily disrupted, restricted in whole or in part or unavailable as a result of technical failure or force majeure.

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12.0 FORCE MAJEURE

12.0 Neither Party will be liable for any breach of this Agreement which is caused by a matter beyond its reasonable control including without limitation to Acts of God, cyclone, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving their employees), extremely severe weather or acts of local or central Government or other competent authorities.

13.0 CANCELLATION

13.1 The Customer may cancel this Agreement or any part of the Service as mutually agreed between TVL and the Customer before TVL provides the Service. In the event the customer cancels the Customer shall pay to TVL for any work done or money spent in starting works for the provision of the Service. TVL will take reasonable steps to limit the amount of its costs.

14.0 TERMINATION

14.1 TVL may suspend (indefinitely or for such period as TVL may consider appropriate) or terminate any Service at any time by providing at least 15 days notice thereof to the Customer.

14.3 TVL may suspend the Services or terminate this Agreement immediately without notice, and claim for any losses or expenses incurred by TVL if:

- a. the Customer fails to pay any amount then due or owing, or fails to comply with the terms and conditions of this Agreement;
- b. If it is reasonably believed, that the Service is being, or is intended to be, used for a purpose that contravenes the Act or any Regulation or any other law or any regulation, or is in breach of the present Agreement
- c. to prevent any fraud;
- d. where it is so directed by the Authority;
- e. any situation of force majeure.

14.4 On termination of this Agreement:

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- a. the Customer shall cease to use the Service immediately;
- b. all sums due or accrued by the Customer to TVL under the Agreement shall upon termination become immediately due and payable to TVL.
- c. the Customer shall surrender or allow TVL to collect, all equipment related to the provision of Service that TVL may have installed at the Customer premises.

14.5 TVL reserves the right not to enter into any further agreement with any party who has been in breach of the present Agreement.

14.6 If one (1) month after the expiry of the Agreement, TVL has been unable to recover its equipment in good condition (fair wear and tear excepted) because of the acts or omissions of the Customer, TVL may demand reasonable compensation from the Customer which shall be met by the latter within ten (10) Calendar Days of the date of the demand.

15.0 ENTIRE AGREEMENT

15.1 This Agreement constitutes the whole and only Agreement between The Parties including the Specific Terms, the Application Form and supersedes and extinguishes any previous drafts, agreements, understandings, undertakings, representations or any other arrangement whatsoever relating thereto.

15.2 Each Party acknowledges that, in entering into this Agreement, it is not relying upon any representation of whatever kind or other promise or assurance made or given by the other Party or any other person at any time prior to the execution of this Agreement.

15.3 If any provision of this agreement is held by a competent authority to be invalid or unenforceable in whole or in part, this agreement shall continue to be valid as to its other provisions and the remainder of the unaffected provision.

15.4 The headings of this agreement are for convenience purposes only, and shall not affect the construction thereof.

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16.0 COMMENCEMENT AND DURATION

- 16.1 This Agreement commences on the Commencement Date and continues until terminated by the Customer or TVL in accordance with the Agreement.

17.0 ASSIGNMENT

- 17.1 No rights, benefits or obligations made under this Agreement may be assigned or transferred or deemed to have been assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 17.2 The assigning Party shall give notice to the other Party of any assignment permitted to be made with the other Party's consent as soon as is practicable.

18.0 USE OF CUSTOMER INFORMATION DATA

- 18.1 The Customer hereby authorises TVL to use the data provided by the customer and other related information in order to improve on the Service provided and for marketing purposes.
- 18.2 TVL shall take appropriate measures to prevent unauthorised access to the data/info so provided in accordance with legislations in Vanuatu.
- 18.3 The customer may at any time opt out of TVL's database by notice in writing.

19.0 TVL PHONE BOOK LISTING

- 19.1 The telephone number together with the physical address details will be listed in TVL's Phone Book and the TVL Directory Enquiry Service '191' unless the Customer requests otherwise.

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19.2 In case where the Customer requests that his telephone number not be listed in TVL Phone Book, TVL will not held personally liable if a third party equipped with required facilities that enable a called party to identify the caller's number.

19.3 TVL may be requested by the TRR to change the telephone number allocated to the Customer and the Customer will be informed accordingly.

21.0 AMENDMENT

21.1 TVL reserves the right to amend the terms and conditions herein contained at any time and/or from time to time including the charges and tariffs applicable to the services and the Customer shall be bound by the Terms and conditions so amended.

21.2 TVL reserves the right to alter, modify, add or otherwise vary the Specific Terms from time to time by notice to the Customer in such manner as TVL deems appropriate and subject to approval by the Regulator. The Customer shall be bound by the specific terms and conditions so amended. In any event, if the Customer continues to use the Service after such notice, the Customer shall be deemed to have accepted the amendments.

22.0 NOTIFICATIONS

22.1 Any notice, invoice or other document which may be given under the Agreement shall be deemed to have been duly given if sent by post to the address shown in the Application Form unless otherwise notified in writing by the Customer.

23. GOVERNING LAW

23.1 The rights and obligations of signatories of this Agreement shall be governed by, and shall be construed and enforced in accordance with, local, domestic laws of the Republic of Vanuatu.