

**TELECOM VANUATU LIMITED
GENERAL TERMS AND CONDITIONS**

CONTENTS

1.0	DEFINITIONS
2.0	OBJECT
3.0	CUSTOMER REQUEST
4.0	PROVISION OF SERVICE
5.0	EQUIPMENT AND INSTALLATION
6.0	CUSTOMER'S RESPONSIBILITIES
7.0	TVL RESPONSIBILITIES
8.0	MISUSING THE SERVICE
9.0	CHARGES
10.0	BILLING AND PAYMENT
11.0	LIMITATION OF LIABILITY
12.0	FORCE MAJEURE
13.0	CANCELLING OR ENDING THE AGREEMENT
14.0	TERMINATION
15.0	ENTIRE AGREEMENT
16.0	COMMENCEMENT AND DURATION
17.0	ASSIGNMENT
18.0	USE OF CUSTOMER INFORMATION AND DATA
19.0	TVL PHONE BOOK LISTING
20.0	AMENDMENT
21.0	SEVERABILITY
22.0	NOTIFICATIONS
23.0	GOVERNING LAW

TELECOM VANUATU LIMITED GENERAL TERMS AND CONDITIONS

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 by Customer for provision of Service which is an integral part of the Agreement for the provision of the Service.
TVL	Telecom Vanuatu Ltd now Trading as Vodafone Vanuatu
TVL Equipment	Any equipment, including any software which is owned or controlled by TVL.
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.
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.
TRR	Telecommunications and Radiocommunications Regulator

**TELECOM VANUATU LIMITED
GENERAL TERMS AND CONDITIONS**

Minimum Period	The minimum period stated in the Application form for the provision of the Service.
TVL Directory Enquiry Service	The '191' service providing directory information
TVL Phone Book	Directory of telephone numbers excluding the Silent Numbers
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
Specific Terms	means the terms and conditions prescribed or imposed by TVL with respect to the provision of any particular Service, including the General Terms
Site	The place(s) at which TVL provides the Service.
Term	The duration of the Agreement commencing from the date the services is made available to customer by TVL to the end date specified in the Agreement.
Working Hours	8.00am to 17.00pm from Mondays to Fridays, excluding Saturday afternoons, Sundays, and public

2.0 OBJECT

- 2.1 The present Agreement defines the general 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

TELECOM VANUATU LIMITED GENERAL TERMS AND CONDITIONS

- 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, however once Service is provision to the customer the Application Form will be considered as part of the Agreement between TVL and the Customer.
- 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.
- 3.3** The Customer shall provide a copy of his national identity card and/or a copy of a valid passport.
- 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 or make payment arrangements with TVL.
- 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

TELECOM VANUATU LIMITED GENERAL TERMS AND CONDITIONS

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.

[4.7 & 4.8]

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 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.

TELECOM VANUATU LIMITED GENERAL TERMS AND CONDITIONS

- 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 or allow a third party to interfere or tamper with TVL Equipment. The Customer shall be liable to TVL for any loss or damage to TVL Equipment, except for fair wear and tear.
- 6.6 The Customer must comply with TVL's reasonable instructions regarding health, security, safety or the quality of the Service, etc
- 6.7 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.
- 6.8 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.

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

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.

TELECOM VANUATU LIMITED GENERAL TERMS AND CONDITIONS

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/data usage charges

The call charges/data usage 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

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 Customer responsibility for legal costs for recovery of debt]

TELECOM VANUATU LIMITED
GENERAL TERMS AND CONDITIONS

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. Where a customer has changed his/her initial billing address it is the responsibility of the customer to notify TVL of his/her new billing address.
- 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
 - 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:

TELECOM VANUATU LIMITED GENERAL TERMS AND CONDITIONS

- 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 If the Customer disputes any charge on a bill, the Customer must first settle the disputed invoice as raised by TVL by the due date. The Customer must notify TVL in writing within 14 days of the date of the bill with all relevant information.

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 to 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.

TELECOM VANUATU LIMITED GENERAL TERMS AND CONDITIONS

12.0 FORCE MAJEURE

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

The Customer may cancel this Agreement or any part of the Service at any time before TVL provides the Service. In this event 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 The Customer may terminate the Service by giving TVL not less than one month's prior written notice thereof (or as may be prescribed by TVL for this purpose).

14.2 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;

**TELECOM VANUATU LIMITED
GENERAL TERMS AND CONDITIONS**

e. any situation of force majeure.

TELECOM VANUATU LIMITED GENERAL TERMS AND CONDITIONS

14.4 On termination of this Agreement:

- 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. CUSTOMER COMPLAINTS, QUERY OR DPSPUTES

- a. In the event a customer wish to raise a dispute, complaint or a concern regarding a service the Customer may send an email to www.customercare@tv1.net.vu or Report at TVL shop at TVL House and talk with TVL Customer Care or use other mediums to communicate the complaint to TVL Customer Care.
- b. Upon receipt of the filed dispute complaint or concern, the TVL Customer Care will direct such to the relevant department to consider and analyze the dispute, complaint or concern and report back to the customer **within five (5) days from date the Complaint was lodged or filed with TVL.**

16.0 ENTIRE AGREEMENT

16.1 This Agreement constitutes the whole and only Agreement between the Parties including the Specific Terms, **the Application Forms** and supersedes and extinguishes any previous drafts, agreements, understandings, undertakings, representations or any other arrangement

**TELECOM VANUATU LIMITED
GENERAL TERMS AND CONDITIONS**

- whatsoever relating thereto.
- 16.2 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(s) at any time prior to the execution of this Agreement.
- 16.3 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.
- 16.4 The headings of this agreement are for convenience purposes only, and shall not affect the construction thereof.

**TELECOM VANUATU LIMITED
GENERAL TERMS AND CONDITIONS**

17.0 COMMENCEMENT AND DURATION

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

18.0 ASSIGNMENT

18.1 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.

18.2 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.

19.0 USE OF CUSTOMER INFORMATION DATA

19.1 TVL acknowledges that Customer information obtained for the purpose of providing this Service to Customer will at no point of time to be shared with any third party but used only for purpose of providing this service and for data provision of TVL.

18.2 The customer is at liberty to request, at any time, to verify his/her information kept by TVL and may request amendment of such information by filing a Request for Amendment to Customer Information.

18.3 Customer acknowledges that irrespective of paragraph (a) herein TVL may be compel to provide their information to third parties by virtue of any mandatory requirements by law, Court Orders or any other legal requirements.

19.4 TVL shall take appropriate measures to prevent unauthorised access to the data/info so provided in accordance with legislations in Vanuatu.

19.5 The customer may at any time opt out of TVL's database by notice in writing.

**TELECOM VANUATU LIMITED
GENERAL TERMS AND CONDITIONS**

20.0 TVL PHONE BOOK LISTING

20.1 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.

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

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

21.0 AMENDMENT

Upon the approval of the Regulator, TVL may amend, modify or vary the Specific Terms and Conditions of a Service by giving 30 days advance notice thereof to the Customer and any such amendment, modification or variation shall take effect as from the date specified in such notice. Such Notice may be issued by formal letter to the customer, through the TVL Website www.tvl.net.vu , SMS notification or through any other medium.

22.0 SEVERABILITY

If any provision of this Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable, and shall in no way affect the remaining terms of the Agreement.

23.0 NOTIFICATIONS

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.

24. GOVERNING LAW

TELECOM VANUATU LIMITED
GENERAL TERMS AND CONDITIONS

24.1 The rights and obligations of signatories of these Agreements shall be governed by, and shall be construed and enforced in accordance with the laws of the Republic of Vanuatu

TELECOM VANUATU LIMITED
GENERAL TERMS AND CONDITIONS
