

50% Sign a 12-month contract and get 50% off your installation bill

Free Sign a 24-month contract and get free installation

Contact Details



Name and Surname

ID/Passport Number

Physical Address

Contact Number

Email Address

Debit Order Account Details



Account Holder Bank

Account Number Branch

Signature Cheque Savings

Documents



Please send your completed and signed application to sales@clearaccess.co.za
Please include the following documents: ID, proof of bank account, proof of residential address.

Product Selection & Installation



Product Selection & Installation

Package	Data	Cost	Select
5Mbps	Uncapped	R499	<input type="checkbox"/>
10Mbps	Uncapped	R799	<input type="checkbox"/>
20Mbps	Uncapped	R999	<input type="checkbox"/>
50Mbps	Uncapped	R1250	<input type="checkbox"/>
100Mbps	Uncapped	R1999	<input type="checkbox"/>
5Mbps	5GB Data	R199	<input type="checkbox"/>
10Mbps	10GB Data	R299	<input type="checkbox"/>
20Mbps	20GB Data	R499	<input type="checkbox"/>
50Mbps	50GB Data	R899	<input type="checkbox"/>
100Mbps	100GB Data	R1299	<input type="checkbox"/>

Installation Details & Cost

All essential fibre hardware included



Extend your range with these optional additional wireless access points:



Home

R399



Advanced Home

R699



Small Business

R999

- Additional Data R6 per GB
- Additional Network Point R650
- Terms & Conditions Apply
- Pictures For Reference Only
- All prices Include VAT

Contact Period: 12 Months 24 Months Monthly

I agree to the terms and conditions

Signed at _____ on this _____
day of _____ 20____

Signature: _____ Name: _____



1. INTERPRETATION

1.1. In this Agreement, unless inconsistent with context, words defined on the face hereof shall bear the meanings so assigned to them and the following words and expressions shall bear the meanings assigned to them below –

1.2. "Clear Access (Pty) Ltd" referred herein as "Clear Access", its servants, agents and sub-contractors "Clear Access (Pty) Ltd" also referred herein as Clear Access - the Company, Close Corporation, Firm, Partnership or Persons providing the Services

1.3. "Services" – the Internet/ Hosting/ Network/ Desktop support / Server support Services which are selected and agreed upon on the face hereof;

1.4. "Client" – the Company, Close Corporation, Firm, Partnership or Persons contracting to receive the Service from Clear Access, its servants, agents and sub-contractors CA in terms of this Agreement;

1.5. "Agreement" – these terms and conditions as read with the schedule on the face hereof;

1.6. "Commencement Date" – the date on which the contract begins;

1.7. "Duration of the Contract" – the number of months the Service specified upon on the face hereof is contracted for.

1.8. Before providing a service to a customer, Clear Access enters into a Service Agreement with that customer for the Services that the Customer desires to obtain from Clear Access, which Service Agreement incorporates these Standard Terms and Conditions

2. APPOINTMENT AND TERM

2.1. The Client hereby appoints Clear Access, which hereby agrees, to provide the Services to the Client on the terms and conditions of this Agreement.

2.2. Subject to the provisions of this Agreement, this Agreement shall take effect from the Connection Date and continue for Duration of the Contract ("the Initial Term").

2.3. This Agreement shall continue for successive periods of 1 (one) month at the prevailing monthly subscription fee of Clear Access, unless either party serves 1 (one) month written notice of termination on the other.

3. CLEAR ACCESS SERVICES

3.1. Clear Access undertakes to provide to the Client with the Services listed on the face hereof;

3.2. The Client shall allow Clear Access, its servants, agents and sub-contractors access to the Client's premises at all reasonable times in order to install, maintain, monitor, inspect, replace or remove the Service.

3.3. The Client will supply Clear Access, its servants, agents and sub-contractors with the necessary permission to install, maintain, monitor, inspect, replace or remove the Service from their premises.

4. WARRANTIES AND THE EXCLUSION OF LIABILITY

4.1. Clear Access shall be exempted from and not be liable to the Client and/or any third party under any circumstances whatsoever for any indirect or consequential damages of any kind or any loss of profit or special damages of any kind, whether in the contemplation of the parties or not, which the Client and/or any third party may suffer as a result of any act or omission of Clear Access, its servants, agents and sub-contractors and/or any breach of Clear Access's obligations in terms of this Agreement. Clear Access its servants, agents and sub-contractors shall not be liable to the Client and/or any third party in any manner whatsoever for the failure of the Internet Censorship Software provided and operated by Clear Access. Notwithstanding any other provisions of this Agreement, Clear Access's liability to the Client and/or any third party for any damages or loss of whatsoever nature, including without limitation any damages or loss caused by the negligence of Clear Access or that of its servants, agents and sub-contractors, shall in any event and under all circumstances be limited to an amount equal to the subscription fee payable by the Client in the Initial Term.

4.2. Clear Access endeavours that the Services rendered will be provided and maintained during the contract period;

4.3. Because of the need to conduct maintenance, repair and/or improvement work from time to time on the technical infrastructure by means of which the Service is provided, the provision of the Service may be suspended from time to time without notice by Clear Access, and Clear Access, its servants, agents and sub-contractors is exempted from all liability for any loss or damage (whether direct or consequential) and/or for any costs, claims or demands of any nature to the Client and/or any third party arising from such suspension.

4.4. Should the provision of the Service be suspended by Clear Access for the purpose aforementioned in 4.2 and 4.3 for a period in excess of 4 (four) consecutive hours, Clear Access shall give the Client a credit in an amount which represents a pro rata portion of the Client's basic subscription fee for the month during which the said suspension occurred;

4.5. Clear Access does not undertake to reinstate the Service within a specific period, and will be exempted from any liability whatsoever, if the nature of the failure is caused by Clear Access's upstream service providers failure to deliver their service and if the failure is due to a reason out of the direct control of Clear Access.

4.6. Clear Access shall not be responsible or liable in any manner whatsoever to the Client and/or any third party for any failure of such service or facility, including without limitation the services offered by any upstream or similar provider. Clear Access will endeavour to aid the Client if such an event happens.

4.7. Clear Access does not make any representations nor, unless expressly given in writing, give any warranty or guarantee of any nature whatsoever in respect of the Service or its suitability for any intended purpose, whether that purpose is notified to Clear Access or not. Without derogating from the generality of the foregoing, Clear Access does not warrant or guarantee that the information transmitted by the use of the Service will be preserved or sustained in its entirety, will be suitable for any intended purpose, will be free of inaccuracies or defects or bugs or viruses of any kind, and will not contravene the laws of a particular country.

4.8. The Client hereby indemnifies Clear Access and holds Clear Access harmless against any claim by any third party arising directly or indirectly out of the Client's access to or use of the Service or information obtained through the use of it, including without limitation any claim due to the use of the Services for unlawful purposes.

5. FORCE MAJEURE

5.1. If Clear Access is prevented from or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement due to any reason and/or cause beyond the control of Clear Access or by reason of force majeure, Clear Access shall be relieved of its obligations in terms of this Agreement during such period.

6. BREACH

If the Client fails to pay any amount under this Agreement on due date;

or

6.1. commits, suffers or permits a breach of any term of this Agreement; or

6.2. in Clear Access's opinion jeopardizes Clear Access by abusing or misusing the Service in any manner whatsoever; or uses the Service for any unlawful purpose; then and in any such event Clear Access shall be entitled, without prejudice to its other rights in law, to immediately suspend its obligations under this Agreement and/or terminate this Agreement without notice to the Client. Upon termination of this Agreement in terms of this clause of for any other reason whatsoever all amounts payable by the Client to Clear Access shall immediately become due and payable and Clear Access shall be entitled to recover all such amounts from the Client forthwith.

7. DOMICILIUM AND NOTICES

7.1. The Client hereby chooses domicilium citandi et executandi for all purposes of and in connection with this Agreement at the Client's physical address and email as set forth on the face hereof. Clear Access shall be entitled to give any notice in terms of this Agreement by email.

8. PAYMENT

8.1. The amounts payable by the Customer are set out in the Service Agreement

8.2. The amounts payable are exclusive of Value-Added Tax

8.3. Save for the initial payment, and subject to the Service Agreement, all monthly amounts payable by Customer must be paid monthly in advance on or before the first day of the month for which payment is due, and all other amounts payable must be paid within 30 (thirty) days of the date of the invoice.

8.4. All payments must be made in South African Rands, free of exchange or deduction, by debit order unless otherwise agreed in writing.

8.5. If the Customer fails to make any payment on the due date, Clear Access may, without prejudice to any of its other rights, suspend the performance of its obligations in terms of the Service Agreement, and shall be entitled to charge the Customer interest on the overdue amount from the due date to the date of actual payment at the rate of 2.5% (two comma five percent) above the then current overdraft interest rate being charged by Clear Access's bankers plus any additional costs incurred by Clear Access as a result of Customer's failure to make payment on the due date.

8.6. Clear Access may adjust the amounts payable by the Customer in terms of this Agreement to reflect any increase in the cost to Clear Access in providing the Services which is due to any factor, including those beyond the control of Clear Access, including without limitation, foreign exchange fluctuations, increased costs of third party services, alteration of duties, surcharges, taxes, rates or levies, increased costs of labour, materials or manufacture, changes in delivery dates, quantities or specifications which are required by the Customer or delay caused by any instruction of the Customer.

8.7. The Customer may not withhold payment of any amount payable in terms of the Service Agreement to satisfy any claim against Clear Access arising from this or any other agreement, and may not offset any amount payable in terms of the Service Agreement against any amount owing to it by Clear Access in terms of this or any other Agreement. Payment is due monthly in advance, whereas variable Services such as additional data usage not included in the fixed monthly fees will be billed in arrears.

9. NO ASSIGNMENT

9.1. The Customer shall not be entitled to cede, assign, or delegate any of its rights and obligations under the Service Agreement to any third party, unless otherwise agreed in writing by Clear Access.

10. SUBCONTRACTING

10.1. Clear Access shall be entitled, without prior notice to the customer, to engage or appoint a subcontractor to perform any of its obligations in whole or in part, and to assign or delegate any of its rights and obligations, under the Service Agreement.

11. CONFIDENTIALITY

11.1. Any information obtained by Clear Access in negotiating the Service Agreement or arising from the implementation thereof, shall be treated as confidential by the Customer and shall not be divulged without the prior written consent of Clear Access unless otherwise required or permitted by law

11.2. All information referred to in clause 11.1 shall be returned to Clear Access on termination of the Service Agreement

11.3. The provisions of this clause are severable from the rest of the Service Agreement and shall remain in force if the Service Agreement is terminated for any reason.

12. ARBITRATION

12.1. A dispute that arises in regard to the Service Agreement (other than where an interdict or urgent relief is sought from a court of competent jurisdiction), shall be submitted to and decided by arbitration.

12.2. The arbitration shall be subject to the arbitration legislation for the time being in force in South Africa.

12.3. The arbitrator shall be agreed by the parties, and should the parties fail to agree within 7 (seven) days, then appointed by the Arbitration Foundation of Southern Africa.

12.4. The arbitration shall be held at Durban.

12.5. The arbitrator shall have the power to give default judgment if any party fails to make submissions on the due date or fails to appear at the arbitration.

12.6. The arbitrator's decision shall be final and binding and must be provided in writing, and either party may have the award made an order of a court of competent jurisdiction.

12.7. The provisions of this clause are severable from the rest of the Service Agreement and shall remain in effect even if the Service Agreement is terminated for any reason.

13. EFFECT OF TERMINATION

13.1. The termination of the Service Agreement shall not affect the provisions of the Service Agreement that of necessity must continue to have effect after such termination notwithstanding that the clause may not expressly provide for this

14. GENERAL

14.1. This Agreement constitutes the sole record of the Agreement between the parties in regard to the subject matter thereof. Neither party shall be bound by any representation, or express or implied term, promise or the like not recorded herein or reduced to writing and signed by the parties or their representatives. No addition or variation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. No indulgence that Clear Access may grant

to the Client shall constitute a waiver of any of Clear Access's rights. In this agreement the singular shall include the plural.

14.2. This Agreement shall in all respects be governed by and construed in accordance with the law of the Republic of South Africa, and all disputes, actions and other matters in connection with this Agreement shall be determined in accordance with such laws.

14.3. Should any provision of this Agreement be rendered unlawful then that unlawful provision only shall be invalid, without effecting or invalidating any of the remaining provisions of this Agreement that shall continue to be of full force and effect.

14.4. Clear Access is entitled to cede this agreement

14.5. The Client warrants the accuracy of all information furnished by or on behalf of the Client in terms of or pursuant to this Agreement. The Client shall forthwith notify Clear Access in writing of any changes from time to time in the information set out in the schedule on the face hereof.

14.6. The Terms and Conditions outlined herein must be read in conjunction with Clear Access's standard Conditions that can be found on <http://www.clearaccess.co.za/>.

14.7. The parties hereby consent to the jurisdiction of any Magistrates Court which may exercise jurisdiction over any of the parties in terms of Section 28 of the Magistrates Courts' Act 32 of 1944 in respect of any dispute arising from or concerning this Agreement, provided that should the Service Provider elect to proceed in the Supreme Court it shall be entitled to do so in the Johannesburg Local Division and/or Gauteng, to which jurisdiction the Client hereby submits.

14.8. Under take to abide by Clear Access's acceptable use policy which can be found on <http://www.clearaccess.co.za/>.

14.9. Clear Access undertakes to treat all Clients' information as confidential.

14.10. The Services described in this Agreement may be extended and/or incorporate additional Services as may be required from time to time. Email correspondence to this effect will be deemed sufficient authorisation to incorporate the required

15. DEBIT ORDER MANDATE

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above. The individual payment instructions so authorised to be issued must be issued and delivered as follows

i. On the debit order date selected ("payment day") of each and every month commencing when the service is active. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account;

ii. Monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;

I / We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

I / We acknowledge that all payment instructions issued by you shall be treated by me/our above mentioned bank as if the instructions had been issued by me/us personally.

CANCELLATION OF MANDATE

I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

ASSIGNMENT OF MANDATE

I / We acknowledge that this Authority and Mandate has been ceded to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at _____ on this _____ day of _____

20__

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS

Signature: _____

Name: _____