



# REHO COMMUNICATIONS

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## TWO-WAY RADIO SPECIALISTS

### THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL AGREEMENT IN RESPECT OF ACCESS TO THE TRUNKING NETWORK (TRUNKING AIRTIME) OWNED AND OPERATED BY ALTECH FLEETCALL (PTY) LTD

#### 1. LICENCE LEVIES

- There will be no licence levies payable in respect of trunking airtime.

#### 2. INSTALMENTS

- Airtime is payable strictly monthly in advance.
- The customer shall pay Reho Communications cc, free of exchange, at the address indicated in this Agreement, the fees shown in the Agreement schedule on the due dates thereof. All payments shall be made without deductions whatsoever.
- Should the customer make a direct deposit or electronic transfer of funds to Reho Communications' bank account, then the onus will be on the customer to notify Reho Communications cc thereof.
- Reho Communications will be entitled to appropriate any payments received for and on behalf of the customer to any indebtedness of the customer from whatsoever cause arising.

#### 3. PRICE INCREASES

- Reho Communications cc reserves the right to review all fees payable from time-to-time and adjust these accordingly. The customer will be notified in advance of any increases.

#### 4. USE OF THE EQUIPMENT

- The customer will use the equipment according to the rules and regulations as laid down by ICASA.
- The customer will not permit anybody to copy the software or programme ALTECH FLEETCALL frequencies on any radio equipment not listed in this Agreement.

#### 5. THE RIGHT TO SUSPEND OR TERMINATE ACCESS TO THE TRUNKING NETWORK

- In the event of any of the following, or any other just cause or unforeseen circumstances, Reho Communications cc is entitled to, without any further notice, either suspend or

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terminate the customer's access to the Trunking Network forthwith if:

- 1) The customer fails to pay the fees within the specified period.
- 2) The customer permits anybody to copy the software or programme ALTECH FLEET-CALL frequencies on any radio equipment not listed in this Agreement.
- 3) The service is used other than prescribed in the radio regulations of ICASA.
- 4) The licences to use any frequencies are revoked, terminated or varied by ICASA.

- After access to the Trunking Network has been suspended or terminated or the authority to use the frequencies has been withdrawn by Reho Communications cc, it is the customer's responsibility to return all radios listed in this Agreement to Reho Communications cc in order to remove all frequencies. There will be no charge to remove the frequencies.

- Should the customer fail to comply with the above paragraph within 5 (five) working days of suspension, termination of access to the Trunking Network or withdrawal of the authority to use the frequencies, Reho Communications cc will continue to charge the customer the full fees until such time as the frequencies have been removed.

Reho Communications cc will not, under any circumstances, be held responsible for any claims against the customer arising from the legitimate termination of the access to the Trunking Network or withdrawal of the authority to use any frequencies.

## **6. DISCONNECTION AND RE-CONNECTION FEES**

- Should the customer fail to pay the fees within the specified period, Reho Communications cc will be entitled to charge a disconnection and/or re-connection fee based upon its normal tariff ruling at that time.

## **7. CANCELLATION**

- For all month-to-month contracts, a one-calendar month's written notice of cancellation is required. Due to ALTECH FLEETCALL'S billing cycle, trunking airtime cancellations must be submitted by no later than the 25th of the month for cancellation at the end of the following month. Cancellations received after the 25th will only be affected 30 days after the end of the following month and all fees will be payable irrespective if the service is used or not.

- For all fixed term contracts, should the customer cancel the contract before the expiry period then the balance of airtime fees as specified will be due to Reho Communications cc.

## **8. BREACH**

*Should the customer:*

- Fail to pay any amount due in terms hereof on due date; or

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- Fail to pay any other amount due and payable in terms hereof; or
- Fail to perform or observe any other term or condition hereof; or
- Commit any act of insolvency or being a natural person surrender his estate or be sequestrated or place under judicial management whether provisional or final; or
- Suffer any judgement be default to be entered against him and fail to take steps to rescind such judgement within 7 (seven) days of the refusal of rescission thereof; or
- Have made any inaccurate statement or representation in connection with this Agreement or his financial affairs; or
- Do anything which my prejudice Reho Communications' rights under this Agreement; or
- Allow the equipment to be used outside the regulations of ICASA; or
- Apply for assistance in terms of the Agriculture Credit Act 28 or 1966, as amended, or any amendment thereof, then and upon the happening of any of these events but subject to the provisions of the Section 11 of the Act, Reho Communications cc will be entitled in its election and without prejudice to any of its other rights to:

1) Claim immediate payment of all amounts due under this Agreement plus interest thereon together with the fees for the un-expired period of this Agreement. Should the customer make payment of the aforesaid amounts he will be entitled to the use of the repeater for the un-expired period of his Agreement; or

2) Cancel his Agreement and claim all arrear instalments plus interest thereon.

## **9. INDULGENCE**

- No relaxation or indulgence granted by Reho Communications cc to the customer in regard to any of the terms and conditions hereof is deemed to be a waiver of any of Reho Communications' rights nor is any such relaxation or indulgence deemed to be a novation of any of the terms and conditions of this Agreement.

## **10. ENTIRE CONTRACT**

- This Agreement, Annexures, Schedule and Terms & Conditions are the whole Agreement between the parties and no variation or amendment thereof is of any force and effect unless agreed to in writing by both parties. The parties acknowledge that no representative or warranties, other than those provided for herein, were made by either party in connection with the equipment or any other matter included herein.

## **11. CESSION AND ASSIGNMENT**

*The customer:*

- May not cede any of his rights or obligations hereunder without the prior written consent of Reho Communications cc;
- Waives all the benefits conferred upon him by the prescription Act 68 of 1969, as amended, and agreed that he is thereby precluded from pleading prescription (whether acquisitive or extinctive) as a defence against any claim by Reho Communications cc.

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## **12. COMPANY'S RIGHT TO PROTECT ITS RIGHTS OF USE OF FREQUENCIES AND PROPERTY**

- If the customer fails to comply with any of the provisions of this Agreement, Reho Communications cc will have the right to effect such compliance on its behalf. All costs and expenses incurred by Reho Communications cc in so doing or otherwise in protecting its rights of use of the frequency will be paid by the customer to Reho Communications cc on demand

## **13. COSTS**

- All stamp duty payable on this Agreement as well as any accompanying surety ship or other collateral documents is payable by the customer on demand.
- All costs and disbursements including legal costs on the attorney and client scale incurred by the company:

- 1) In recovering possession of the equipment to remove frequencies; and or
- 2) In tracing the customer or the equipment; and or
- 3) In collecting or endeavouring to collect any amounts due in terms hereof, are payable by the customer on demand including collection commission, de-programming, the costs of storage and all like charges.

## **14. JURUSDICTION**

- The customer hereby consents the jurisdiction on the magistrate's court having jurisdiction over his person in respect of all legal proceedings connected with this Agreement, notwithstanding that the amount of the matter in dispute exceeds the court's jurisdiction.
- Notwithstanding the aforementioned, Reho Communications cc will be entitled to institute proceedings against the customer in the division of the High Court having jurisdiction in the matter.

## **15. PROOF OF AMOUNTS DUE**

- A certificate signed by any manager, accountant or director of Reho Communications cc whose capacity and authority need not be proven by prima facie proof of matter of evidence stated herein in regard to any amount owing by the customer and the finance charge rate applicable.

## **16. DOMICILIUM CITANDI ET EXECUTANDI**

- The parties hereby choose domicilium citandi et executandi for all notices and processes at their respective addresses as given at the beginning of this Agreement. Any notice of any change of address must be given in writing by the party concerned and delivered by hand or sent by registered mail to the other party. The address so notified them becomes the domicilium citandi et executandi.

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- In the event of either party's indication of a telephone facsimile number in the schedule hereto or in the credit application form, the parties agree that, unless the contrary is proved, any notice sent by telephone facsimile is deemed to have been received on the day of despatch thereof.

#### **17. DISPUTED CANCELLATION**

- In the event of the customer disputing the cancellation of this Agreement by Reho Communications cc, the customer is obliged to continue to pay the instalments in terms hereof when they fall due and should the dispute be determined in favour of Reho Communications cc then such payments are deemed to be payments on account of damages.

#### **18. INDEMNITY**

- The customer agrees to indemnify and hold Reho Communications cc harmless in respect of any claims, costs, losses or damage sustained or incurred in respect of any defect or failure in the Trunking Network arising directly or indirectly from any non-compliance with the terms and conditions of this Agreement.

#### **19. ADDITIONAL EQUIPMENT PROGRAMMED**

- Any additional equipment programmed by Reho Communications cc upon instruction of the Customer at a future date will, whilst this Agreement is still in effect, be added to this Agreement by means of an addendum and the same terms and conditions will apply. Payment will be due upon receipt of the programmed equipment by the Customer or an authorised representative of the Customer.