

**CUSTOMER TYPE**

New Connection    Plan Change    Change of Title    Residential    Business

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**CUSTOMER**

Company/Customer Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Billing Email: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Directions to Physical Home Address: \_\_\_\_\_

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**IDENTIFICATION INFORMATION** (Requires at least two valid photo IDs)

Passport Number: \_\_\_\_\_ Election ID: \_\_\_\_\_

Driver's License: \_\_\_\_\_ Other: \_\_\_\_\_

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**IDENTIFICATION INFORMATION** (Tick service requested)

INSTALLATION - \$60	ADDED SERVICES - \$2.73 plus GST
<b>Monthly Rental</b> <input type="checkbox"/> Residential - \$24.15 <input type="checkbox"/> Business - \$37.95	<input type="checkbox"/> Caller ID <input type="checkbox"/> Directory Listed <input type="checkbox"/> Confidential <input type="checkbox"/> Call Barring <input checked="" type="checkbox"/> Mobile <input checked="" type="checkbox"/> International <input checked="" type="checkbox"/> Outgoing <input checked="" type="checkbox"/> With PIN

\*A fee of \$10 will be charged onto customer's account for any additional changes after sign up.

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**TERMS AND CONDITIONS**

I/We certify that the above information is true and correct and that Vodafone may decline to initiate service at its discretion. I understand I may be guilty of a criminal offence if I have provided false information. I will be liable for all charged in connection with service applied for. All services provided will be subject to Vodafone's standard terms and conditions. Vodafone reserves the right to share the customer's information for Credit Management Purposes.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## LANDLINE SERVICE TERMS & CONDITIONS

### Definitions:

"Agreement" means the Agreement Details (on the front page of this form) and terms & conditions specified in this agreement.

"Company" refers to Vodafone Samoa Limited.

"Customer" or "I" or "We" or "you" refers to the customer specified in the Agreement Details.

"Commencement Date" means the date specified on the front page of this Agreement.

"Landline" means the Company's fixed wire telephone service.

"Monthly Charge" means the monthly charge for the Service specified on the Agreement Details or as varied in accordance with this Agreement.

**Initial Term of this Agreement:** The Initial Term of this Agreement is the minimum contracted period during which you must acquire the Service. The Initial Term commences when the Service is first activated. If the Initial Term is not specified on the front page of this Agreement, then it is for 24 months. If you notify the Company within 30 days before the end of the Initial Term that you do not wish to continue the Service, the Agreement ends at the end of the Initial Term.

**Home Use:** The Customer agrees that the Service will be used only for home residential use. If the Service is used for business, then the Customer must inform the Company and different terms and conditions may apply.

**Charges:** The Customer will pay the Monthly Charge for the Service supplied by the Company, and any other charges charged in accordance with this Agreement. Charges may include:

b) The Monthly Charge (billed monthly in advance),

e) Any Cancellation Fee(s) as specified in this Agreement.

You will be charged the Monthly Charge each month regardless of usage of the Service. The Company may vary the price plan, charges and Services provided under this Agreement at its sole option. These changes may include (but are not limited to) the Monthly Charge, The Company will use its best efforts (but is not required) to advise the Customer of any such change(s) 30 days before they occur.

**Billing:** Vodafone's billing period is from the 21st to the 20th of the following month. For your first bill, your Monthly Charge will be pro-rated for the period from your activation date of Service through until the end of the monthly billing cycle.

**Late Payment:** If you fail to make payment to the Company for any Service by the Payment Date, we may suspend the provision of that and/or any other Service without notice to you. The Company may require the Customer to pay an additional deposit as a pre-condition to lifting any suspension imposed under this clause. The Company reserves the right to levy interest on unpaid amounts due under this Agreement.

**Cancellation Fee (Early Termination):** If you cancel or terminate your Broadband application between the signing of this Agreement and the completion of broadband installation, you must pay a cancellation fee of \$115 which will be charged to your Landline account. If you choose to cancel or terminate your Service before the end of the Initial Term,

a) you must pay all remaining payments due under this Agreement from the date of termination to the end of the Initial Term, which will be charged to your Landline account.

b) you must pay the full cost of the Equipment provided to you.

**Service Reliability:** The Company will provide the Services with all reasonable care and skill and will use all reasonable efforts to ensure that the Services are reliable and consistent. The Company is unable to guarantee that the Service will be continuous or fault free. The Company is unable to provide specific performance guarantees for the Service as there are a number of factors outside the Company's control that influence reliability.

**Equipment:** If the Customer has paid in full for the Equipment, the Equipment belongs to the Customer, otherwise the Equipment remains the property of the Company. The Equipment is subject to a 30 day warranty period (the Warranty Period). The Company does not have any obligation to repair, replace or adjust any Equipment after expiry of the Warranty Period.

**Indemnity:** The Company will compensate the Customer for any physical damage that it causes to the Customer's property through lack of reasonable care, up to a maximum sum of \$500. The Company give no warranty for uninterrupted and trouble-free services. The Company is not liable for direct or indirect losses, financial losses, consequential losses, third-party losses or lost profits arising from your use of the Services or the Equipment. In any case, liability is limited to & restricted to the equivalent of one Monthly Charge or to \$500 per loss event, whichever is the smaller. The Customer indemnifies the Company against any claim made in connection with any loss or damage in relation to this Agreement for which the Company is liable.

**Force Majeure:** The Company is not liable for any delay or failure to perform an obligation under this Agreement caused by an Act of God or other circumstance outside the Company's reasonable control. The performance of the Company's obligations is suspended for the period of delay caused by any such event.

**Termination:** The Company reserves the right to terminate the Agreement without notice if the Customer is in violation of any provision of this Agreement. Any Equipment for which the Customer has not paid must be returned to the Company on termination or expiration of this Agreement.

**Disclaimer and Acknowledgement:** The Company will not be held responsible for any loss of data or damage to data and equipment caused by any act including viruses resulting from your use of the Service. The Company makes no warranty as to the accuracy, completeness or currency of any content or material which you may access or have provided to you when using the Service and accepts no responsibility for that content. You agree and acknowledge that you are responsible for the content of all material accessed when using our Service and for ensuring that you have the right to send or receive all data and information when using our Service.

### Vodafone Internal Use only

Sales Representative:	Signature:
Retail Representative:	Service Order No:
Finance Representative:	Signature: