



PC MANIACS

DRIVEN BY PASSION

A DIVISION OF MANIACS GROUP

2019/2020

CONNECTIVITY PLANS

HOW MUCH DOES IT COST TO GET

CONNECTED



PC Maniacs is a Technology Solutions and Services provider located in Gauteng.

011 658 1485

T

072 626 4227

S

support@pcmaniacs.co.za

E

www.pcmaniacs.co.za

W



HOW MUCH DOES IT COST TO GET CONNECTED

Flexible speeds combined with uncapped data makes it the
BEST BROADBAND SERVICE EVER!

Whether you're an **occasional browser** or **super-user** on multiple devices,
PC MANIACS Fibre has a perfect plan for you.
Choose from our offers below, all pricing **includes VAT**.

CONNECTIVITY PLANS





Application for PC MANIACS FIBRE SERVICE

Note: Please complete this application in PRINT

SECTION D - NEW PC MANIACS CUSTOMER DETAILS:

Payment Details																									
Bank Account Holder																									
Bank Name																									
Branch Name																									
Account Number																									
Account Type	Current						Savings						Transmission												
Account Age	Years						Months																		

Residential Information																								
Owner Type	Owner						Tenant																	
Time at Current Address	Years						Months																	
Time at Previous Address	Years						Months																	

Employment History																								
Employment Status	Employee						Member/Director						Sole Owner											
Employer Name																								
Occupation																								
Employer Phone Number																								
Employer Industry																								
Gross Monthly Income	R																							
Time at Current Employer	Years						Months																	
Time at Previous Employer	Years						Months																	

Alternative Contact Information (for scheduling installation)																								
Employer Name																								
Employer Name																								

CREDIT VETTING AUTHORIZATION

I, (Full name and surname) _____ hereby consent to and authorize PC Maniacs to conduct the necessary credit vetting for the PC Maniacs Fibre service as detailed above, and if the PC Maniacs contract is successfully activated, debit my bank account with the total amount payable on my monthly account.

I have read, understand, and agree to be bound by the terms and conditions of the PC Maniacs Fibre services and declare that the information given above is true and correct.

Customer Signature

Date



END USER AGREEMENT

DEFINITIONS

1. In this Agreement:-
 - 1.1. Unless the context indicates a contrary intention an expression which denotes:-
 - 1.1.1. any gender includes the other genders;
 - 1.1.2. a natural person includes a juristic person and the other way around; and
 - 1.1.3. the singular includes the plural and the other way around.
 - 1.2. The following words and expressions are defined below and will have the same meaning throughout the Agreement:
 - 1.2.1. "Application Form" means the form completed by the Customer when applying for the provisioning of Fibre Services;
 - 1.2.2. "Business Day" means any day excluding Saturdays, Sundays and public Holidays;
 - 1.2.3. "Company" means PC Maniacs (Pty) Limited;
 - 1.2.4. "Customer" means the individual, partnership, closed corporation or company to which the Fibre Services are provided in terms of this Agreement;
 - 1.2.5. "Fair Usage Policy" means the policy determined by the Company from time to time regulating the use of the Fibre Services.
 - 1.2.6. "Fibre Services" means the optical fibre service provided by the Company which offers data, voice and content to the Customer as determined by the specific option chosen by the Customer;
 - 1.2.7. "Helpdesk" means the Company's Helpdesk to which all problems and interruptions to the Fibre Services needs to be reported.
 - 1.2.8. "Legal Documents" means all court documents like notices of motion, summons and letters of demand; and
 - 1.2.9. "Party" or "Parties" means either the Company or the Customer or both as applicable.
 - 1.3. When any number of days are given, the days are calculated to exclude the first one and include the last one.

GENERAL

2. This Agreement with all its annexures, the Application Form completed above and the Fair Usage Policy constitutes the entire agreement between the Company and the Customer in relation to the provision of the Fibre Services.
3. The Customer acknowledges that the terms and conditions contained in this Agreement and the Fair Usage Policy may be varied from time to time by the Company.
4. Any changes will be communicated to the Customer by the Company in writing on 20 Business Days' notice or such other period as deemed reasonable in the circumstances.
5. Should there be any conflict between this Agreement and the Fair Usage Policy, this Agreement will prevail.

CREDIT CHECK

6. By completing the Application Form the Customer authorizes the Company:
 - 6.1. To contact credit bureaus or an authorized agent to provide the Company with information regarding the Customer's credit worthiness and ability to pay the Company; and
 - 6.2. To provide other parties with information about the Customer to monitor or record details of the Customer's payment history.
7. The Company has the right to accept or reject the Customer's application based on the credit information received as mentioned above.
8. The Company will inform the Customer if the application is rejected, and if asked by the Customer, the Company will also tell the Customer why it was rejected.



END USER AGREEMENT

9. The Customer also waives any right (as far as the law allows) to institute a claim against the Company because the Company provided the Customer's details to third parties in order to do a credit check.

Commencement and Duration

10. This Agreement will commence on the date that the Customer's account is activated and will remain in force for an initial period as set out in the Application Form.
11. After the expiry of the initial period the Agreement will continue on a month to month basis.
12. The Company will provide the Customer with 20 Business Days' written notice before the initial period expires.
13. In this notice the Company will inform the Customer when the initial period will expire, changes to the pricing, terms and conditions should the Customer decide to renew the Agreement, and how the Customer can cancel the Agreement.
14. Upon expiry of the initial period the Customer can renew or cancel the Agreement at any time by providing the Company with 20 Business Days written notice.

Fibre Services

15. The Company can only provide the Fibre Services in areas, where it has a Fibre Services network presence and the Fibre Services will only be available in selected areas as determined by the Company.
16. The Customer may not on-sell the Fibre Services to third parties.
17. Taking into account the Company's Fibre Services networks, the Company has the sole discretion to decide whether or not it will provide the Fibre Services to a prospective client.
18. The Company does not guarantee uninterrupted Fibre Services nor quality of service or throughput guarantees.
19. The Company does however undertake to at all times provide its best efforts to ensure the best possible Fibre Services to the Customer.

Service Interruptions

20. The Company undertakes to limit interruptions to the Fibre Services and the length thereof.
21. In the event of interruptions the Company will deploy technicians to address the situation within a reasonable time as determined by the Company.
22. As soon as the Customer detects a service interruption it has the responsibility to inform the Company's Helpdesk at 011 658 1485 or support@pcmaniacs.co.za
23. If possible the service interruption will be fixed by the Company remotely, if not technicians will be sent out to the Customer by the Company with a reasonable time as determined by the Company.
24. Should it transpire that the service interruptions was caused by the actions of the Customer, the Customer will be charged a once-off fee by the Company.

Installation

25. An installation charge will be charged by the Company as set out in the Application Form.
26. The Company will send out a technician or a third Party installer to install the Fibre Services.
27. In order to install the Fibre Services the Company will require reasonable access to the Customer's premises.
28. Should the technician or third Party installer arrive at the Customer's premises and deem that the installation will go beyond a standard installation, the Company must inform the Customer of the additional costs that will have to be paid to install the Fibre Services.
29. The installation will be deemed completed after the technician or third Party installer successfully tests the Fibre Services.
30. The Customer undertakes to maintain the installation, including equipment provided, in good order.
31. The Customer undertakes not to move the installation itself, but to inform the Company should the installation need to be moved.
32. The Company will charge a once off fee for every time an installation needs to be moved at the request of a Customer.



END USER AGREEMENT

Customer Equipment

33. The following equipment related to the Company's Fibre Services will be installed at the Customer's premises:
 - 33.1. An Optical Network Terminal (ONT) that forms part of the Company's fibre network.
 - 33.2. A CPE with WiFi capability, more commonly known as a router.
 - 3.3. An optional UPS
34. The ONT at all times remains the property of Company.
35. The CPE will form part of the Company's Fibre Services.
36. The charges charged by the Company will reduce if the Customer uses their own equipment.
37. After the initial period as set out in this Agreement, the CPE and any other customer equipment (excluding the ONT) becomes the property of the customer.
38. A one year warranty will apply to all customer equipment provided by the Company.
39. If customer equipment is swapped out by the Company as a result of a fault, the warranty will be valid for the remainder of the initial contract period.
40. The Customer gives the Company permission to configure the router for additional Service Set Identifiers (SSID's) to enable supplementary services.
41. Any use of a Customer's router for additional SSID's will be at no charge to the Customer and will not impact the Customer.

Migrations

42. The Customer can at any time migrate to another Fibre Services package offered by the Company.
43. If the Customer wants to migrate the Customer must provide the Company with 20 Business Days written notice.
44. Should the Customer wish to migrate upwards to a more expensive package there will be no costs to the Customer.
45. Should the Customer wish to migrate downwards to a less expensive package there will be a once off-fee as determined by the Company.
46. All migrations will however be subject to approval by the Company, should the Company reject the Customer's request to migrate the Fibre Services will continue on the same basis as before the requested migration.

Payment Terms

47. Payment for the Company's Fibre Services can be made in two ways:
 - 47.1. The first is a once off payment into the bank account of the Company within 5 (five) Business Days after the application has been accepted; or
 - 47.2. By way of monthly debit order, as per the details provided by the Customer in the Application Form;
48. If a debit order date falls on a Saturday, Sunday or Public Holiday, the Company will deduct the debit order on the last business day falling before such date.
49. The Customer hereby agrees that the Company can charge the Customer a debit order return fee, should the Company not be able to deduct the money from the Customer's bank account.
50. If the Customer chose the debit order option in the Application Form the customer hereby agrees that the monthly charges may be deducted from the bank account details as provided by the Customer in the Application Form and in the Authority/Mandate attached hereto as Annexure A.

Charges

51. The charges payable by the Customer will be those as set out in the Application Form.
52. The Company also reserves the right to adjust the charges from time to time.
53. All adjustments will be communicated to the Customer upon 20 (twenty) Business Days' written notice.
54. Should the Customer receive notice of an adjustment of the charges, it will have 20 (twenty) Business Days to inform the Company that it no longer wishes to continue with the Agreement.
55. All charges are including Value Added Tax, unless otherwise indicated by the Company.
56. All charges are charged monthly in advance.



END USER AGREEMENT

57. The Customer might also have to pay the following charges in terms of this Agreement if it becomes applicable:
 - 57.1. Cancellation charges;
 - 57.2. Migration charges;
 - 57.3. The debit order return fee;
 - 57.4. Additional installation charges; and
 - 57.5. Interruption charges.
58. Interest at the prime rate will be charged on all amounts that are outstanding for more than 30 days.

Cancellations

59. If the Customer cancels this Agreement prior to the expiry of the initial period, a cancellation penalty equal to the outstanding subscriptions for the initial period will become due and payable to the Company.
60. The Company will be entitled to cancel this Agreement at any time upon 20 (twenty) Business Days written notice should it no longer be able to provide the Fibre Services to the Customer for any reason whatsoever.

Breach

61. If either Party breaches any provision or term of this Agreement and fails to remedy such breach within 20 (twenty) Business Days of receipt of written notice requiring to do so the aggrieved Party will be entitled without notice:-
 - 61.1. to cancel this Agreement and claim damages; or
 - 61.2. to claim specific performance of any obligation.
62. The remedies set out above are in addition to any other legal remedy available to the aggrieved Party in law.
63. In addition to the above the Company may cancel the Fibre Services with immediate effect in the following circumstances:
 - 63.1. If the Customer is sequestered, liquidated, placed under business rescue or judicial management;
 - 63.2. If the Company believes the Customer has or is using the Fibre Services for unlawful, immoral or harmful purposes;
 - 63.3. If the Company believes the Customer has or is harming the Fibre Services network;
 - 63.4. If the Company believes that the Customer is on selling the Fibre Services to third parties.
64. As far as the law allows the Party in breach will be responsible for the legal and collection costs of the other Party.
65. Legal and collection costs include all the cost the other Party has to pay their attorney to take legal steps against the Party in breach and to collect the outstanding amount due to the Party (these costs may include attorney and own client cost).
66. All legal and collection costs will be due to the within 20 (twenty) Business Days after the Party not in breach has requested payment from the Party in breach.
67. An invoice showing the amount owing by the Customer to the Company will be as far as legally allowable proof of the amount owing to the Company by the Customer and the Customer will have to prove why this amount is incorrect or why it cannot be used against the Customer to obtain a judgment or court order.

Transfer of Rights and Obligations

68. The Customer may not transfer any rights or obligations under this Agreement to a third Party without the written consent of the Company.
69. In as far as the law allows, the Company may transfer all of its rights and obligations under this Agreement to a third Party without the consent of the Customer.



END USER AGREEMENT

Limits to the Company's Liability

70. As far as the law allows the Company will not be liable to the Customer or any person that suffers direct or indirect loss or damages as a result of:
 - 70.1. the Fibre Services, being interrupted, suspended or cancelled as a result of something the Company does or as a result of something beyond the Company's control;
 - 70.2. The Company not installing the Fibre Services on the date and time as promised;
 - 70.3. The Company suspending or cancelling the Fibre Services incorrectly or correctly;
 - 70.4. The Company failing to cancel the Fibre Services after a request to do so by the Customer; and
 - 70.5. The Company negligently doing anything or failing to (whether directly or through an employee or agent) do something.
71. In addition to the clause the above, should the Company be found liable for any direct or indirect loss or damages for any reason the Company's liability will be limited to the value of all the amounts actually paid to the Company over the last 12 (twelve) months in terms of this Agreement. This includes liability for:
 - 71.1. Delict;
 - 71.2. Any breach of this Agreement;
 - 71.3. Any negligent act or omission by the Company; and
 - 71.4. Anything else for which the Company can be held liable in terms of the law.
72. The Company will also specifically not be liable for any loss of business, business opportunities, loss of profits and loss of goodwill as a result of interruptions to the Fibre Services.

Notices

73. The Parties agree that all notices (excluding Legal Documents) as set out in this Agreement may be sent via email or registered post to the other Party.
74. For this purpose the Company chooses the following email and postal addresses:
accounts@pcmaniacs.co.za or Agri-Hub Office Park, Block A, 477 Witherite Road, The Willows, Pretoria, 0081
75. For this purpose the Customer chooses the email and postal addresses as provided in the Application Form.
76. The Parties may change their respective email and postal addresses by providing the other Party with 20 (twenty) Business Days written notice.
77. Any notice sent via email will be deemed to have been received by the other Party 2 (two) days after it has been sent, and the onus will be on the receiving party to prove that the email was not received.
78. Unless, the contrary is proven any notice sent via registered post will be presumed to have been received by the other party 7 (seven) days after it was posted. The posting party must however keep the proof of posting and must provide same to the other Party upon request.

Legal Documents

79. The Company chooses the following address as the address at which it will receive all Legal Documents in terms of this Agreement: Agri-Hub Office Park, Block A, 477 Witherite Road, The Willows, Pretoria, 0081
80. The Customer chooses the address as set out in the Application Form as the address where it will receive all Legal Documents in terms of this Agreement.
81. The Parties hereby agree that all Legal Documents may only be delivered to the other Party's chosen address by hand.
82. Legal documents may not be sent via email, fax or registered post.
83. The Parties may change their respective address where it will receive Legal Documents by providing the other Party with 20 (twenty) Business Days written notice.

Applicable Law and Jurisdiction

84. This Agreement and the rights and obligations of the Parties hereunder will be interpreted and enforced in accordance with and governed by the laws of the Republic of South Africa, and all rights and remedies will be governed by such laws.



END USER AGREEMENT

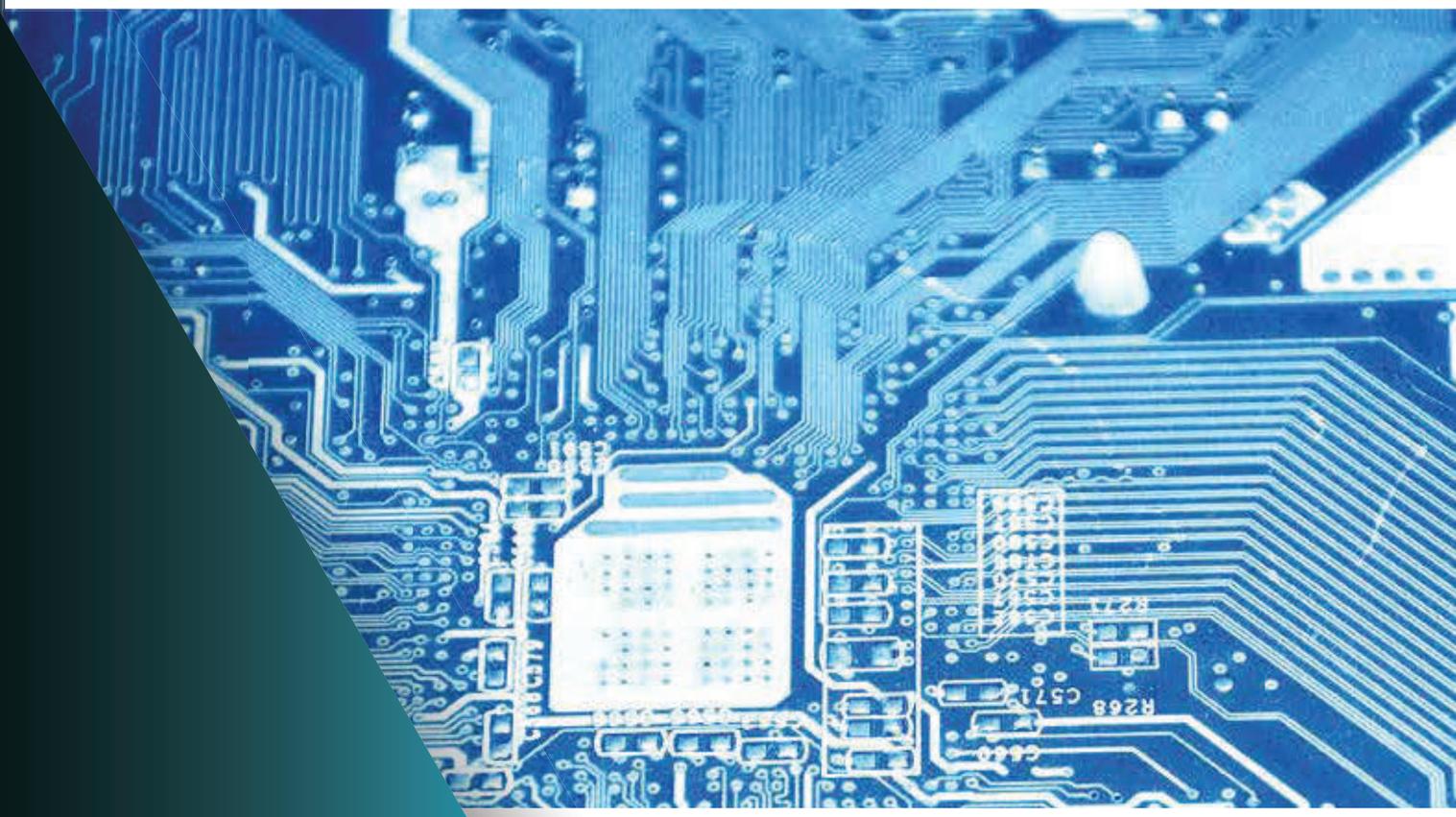
Severability

85. In the event that any provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be deemed to be deleted from this Agreement, while the remaining provisions of this Agreement will be unaffected and continue in full force and effect.

Waiver

86. No relaxation or indulgences which either Party may afford the other or failure by any Party to enforce its rights consequent to any breach of the Agreement will, in any way, prejudice the rights of the first-mentioned Party, nor will the first-mentioned Party be

Please note that your services will be suspended if we do not receive full outstanding payment within 7 days after receipt of invoice. A reactivation fee of R250.00 ex VAT will apply if your services gets suspended.



PC MANIACS

YOUR TECHNOLOGY SOLUTIONS AND SERVICES PROVIDER