Internet Fibre Agreement 2026

GEMU Unit Number: _____

("the Contract Reference Number Format: LAVO_XXXX")

Agreement between Subscriber and Designnox IT Solution cc within Golf Edge Mews Body corporate.

Subscriber Details:

Surname:	
Name:	
ID Number:	
Mobile:	
Email:	
Postal Address:	
Alternative Contact Person	
Surname:	
Name:	
Mobile:	
Relation:	

Landlord/ Rental Agency Details:

Surname:	
Name:	
Mobile:	
Email:	

INITIAL HERE

STEP 1: Choose a Fibre Line Package

Month–to–Month (30 Days' notice is required to cancel)

Monthly Package (Please select with X)

	Monthly Package	Cost	Description
	30Mbps / 30Mbps	R 399 – 00	25/25 Mbps with unlimited device connections and uncapped.
	50Mbps / 50Mbps	R 590 – 00	50/50 Mbps with unlimited device connections and uncapped.

-Higher packages are available on request.

STEP 2: Connection Option

Connection Fee (Once-off Payment)

	Option	Description	Cost
X	Connection Fee	Setup of account and connection point test.	R 299.00

*** Connection fee is payable regardless if unit has an existing installation, this is a connection fee not an installation fee. Connection fee may be waived during Promotional Waivers.**

*** ONU GPON Fibre Unit + Basic Wifi Router is supplied and remains the property of Designnox IT Solutions cc.**

STEP 3: Choose a monthly payment method

Payment Option (Please select X)

	Option	Description
	Electronic Fund Transfer (EFT)	Please make sure EFT payment reflects by the 1st as the system will disconnect arrear account ONUs on the 2nd of each month. See section 2.3.
	Debit Order	Debit orders run on the last/first day of each month so payments can reflect by the 3rd for system checking.

STEP 4: Choose a Preferred Day for installation

Preferred Installation (Please select with X)

	Day		Slot
	Week day		Afternoon
	Weekend (Saturday)		Morning

***Please note we cannot always keep to this day/time and will be used only as indicator.**

Other Details:

_____

INITIAL HERE

PLEASE NOTE:

No application will be processed without a:

- **Copy of your ID**
- **rental agreement / levy statement**
- **uncompleted form**
- **uncompleted / unsinged --- landlord / rental agency form.**

Connection fee is to be paid with application as to secure equipment required for installation to the nominated account provided in section 2.

Terms and Conditions

This agreement sets out the terms and conditions on which fibre internet access ("the Service") is provided to you, a resident of Golf Edge Mews via Designnox IT Solutions cc.

Your access to the Service is completely at the discretion of GOLF EDGE MEWS. Access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for Designnox IT Solutions cc, disruption of access to other users or networks, and violation of applicable laws or regulations. Designnox IT Solutions cc reserves the right to monitor and collect information while you are connected to the Service and that the collected information can be used at discretion of Designnox IT Solutions cc, including sharing the information with any law enforcement agencies, Designnox IT Solutions cc partners and/or Designnox IT Solutions cc vendors.

Designnox IT Solutions cc may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time.

We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

IF YOU DO NOT AGREE WITH THESE TERMS, INCLUDING CHANGES THERETO, DO NOT ACCESS OR USE THE SERVICE.

INITIAL HERE

1. Disclaimer

You acknowledge

1.1 that the Service may not be uninterrupted or error-free;

1.2 that your device may be exposed to viruses or other harmful applications through the Service;

1.3 that Designnox IT Solutions cc does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection;

1.4 that Designnox IT Solution cc's ability to provide the Service is based on the limited warranty, disclaimer and limitation of liability specified in this Section and it would require a substantial charge if any of these provisions were unenforceable;

1.5 that Designnox IT Solutions cc can at any point block access to Internet Services that they deem violate the acceptable terms of use outlined in 3.1.

The service and any products or services provided on or in connection with the service are provided on an "as is", "as available" basis without warranties of any kind. All warranties, conditions, representations, indemnities and guarantees with respect to the content or service and the operation, capacity, speed, functionality, qualifications, or capabilities of the services, goods or personnel resources provided hereunder, whether express or implied, arising by law, custom, prior oral or written statements by Designnox IT Solutions cc, or otherwise (including, but not limited to any warranty of satisfactory quality, merchantability, fitness for particular purpose, title and non-infringement) are hereby overridden, excluded and disclaimed.

2. Payments

2.1 You agree to pay all amounts due under this agreement in consideration for a service or product in accordance with the application form under which that service is rendered or that product is offered.

2.2 This service is rendered **PRE-PAID (One month in advance)** and commences on the day of activation. Days till end of month will be calculated from activation date pro-rata, and will be due 72 hours after activation. The following month invoice will be send month-end and will be due for the following month as per section 2.3 below.

Electronic Fund Transfer (EFT)

2.3 **Payment made via EFT are to reflect in the nominated account by latest the FIRST (1st) of the month as AUTO**

INITIAL HERE

SERVICE DEACTIVATION will take place on the SECOND (2nd) of the month for any outstanding amounts.

2.4 Payments are to be made to the following nominated bank account:

First National Bank
Account Name: Designnox IT Solutions cc
Account Number: 62922267712
Branch Code: 250655
Reference to use: GEMU_XXXX (Were XXXX represents your unit number)

Debit Orders

2.5 Payments via Debit order can be made by completing a debit order mandate. We suggest that you select the 1st of each month as the debit order date to coincide with the system auto payment checks. Debit orders will be setup as variable amount debit orders as to enable different amounts to be charged. This is done to enable easy upgrades and downgrades of lines.

2.6 You will be provided with a monthly invoice to the above provided email for reference and record keeping.

2.7 Alternatively, you can complete the debit order form at the end of this agreement, for automatic payment to commence.

2.8 Fees: Call out fees are applicable when needed to check if something has gone wrong with your connection. This will be determined when an assessment have been done.

3. Acceptable Use of the Service

3.1 You must not use the Service to access Internet Services, or send or receive e-mails, which:

3.1.1 are defamatory, threatening, intimidating or which could be classed as harassment;

3.1.2 contain obscene, profane or abusive language or material;

3.1.3 contain offensive or derogatory images regarding sex, race, religion, color, origin, age, physical or mental disability, medical condition or sexual orientation;

3.1.4 contain material which infringe third party's rights (including intellectual property rights);

3.1.5 in our reasonable opinion may adversely affect the manner in which we carry out our work; are bulk and/or commercial messages;

3.1.6 contain forged or misrepresented message headers, whether in whole or in part, to mask the originator of the message;

3.1.7 are activities that invade another's privacy; or

3.1.8 are otherwise unlawful or inappropriate;

3.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorized its use by you.

3.3 You must not use the service to access illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

3.4 You must not use the service to distribute Internet Viruses, Trojan Horses, or other destructive software.

3.5 The Service is intended for GOLF EDGE MEWS residents use only. Access to this Service must not be used for commercial/resell activity unless prior agreement with Designnox IT Solutions cc.

3.6 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 3.1 to 3.5 above.

3.7 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

4. Criminal Activity

4.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in South Africa or in any country throughout the world.

4.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

4.3 You agree and acknowledge that we will monitor your activity while you use this service and keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

4.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure

of such information as we have (whether pursuant to clause 4.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

5. Other Terms

5.1 Under no circumstances will Designnox IT Solutions cc, their suppliers or licensors, or their respective officers, directors, employees, agents, and affiliates be liable for consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, based on claims of the Guest or its appointees (including, but not limited to, unauthorized access, damage, or theft of your system or data, claims for loss of goodwill, claims for loss of data, use of or reliance on the service, stoppage of other work or impairment of other assets, or damage caused to equipment or programs from any virus or other harmful application), arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise.

5.2 You agree to indemnify and hold harmless Designnox IT Solutions cc and its suppliers, licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that Designnox IT Solution cc may assert under this Agreement or by law.

5.3 This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

5.4 Designnox IT Solutions cc's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede Designnox IT Solutions cc's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by Designnox IT Solutions cc with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and Designnox IT Solutions cc with respect to its subject matter and supersedes all prior writings or understanding.

5.5 You are also bound by the Conduct Rules of the GOLF EDGE MEWS Body Corporate. Failure to adhere

to these rules may result in the termination of the Service.

6. Equipment and Devices

All Equipment installed or provided by us remains Designnox IT Solution cc property and you agree that: you will take reasonable care with such Equipment. ONUs installed in units together with termination point and router remains property of Designnox IT Solution cc, when you move out of the unit, please notify us to remove the ONU. Legal action will be taken should you remove the equipment without our consent.

Any damages exercised against the ONU, termination point or cable/connection, can be replaced at a cost to be billed towards your account. Care should be provided to this equipment at all times as they are sensitive and delicate. Replacement fees are applicable to the client if it is found that the client did not take care to equipment. You authorize Designnox IT Solution cc and our representatives to enter or have access to your premises as reasonably necessary, at mutually agreed upon times, to install, maintain, inspect, repair or remove the Equipment or to maintain, investigate, protect, modify or improve the operation of our services or our facilities.

7. Termination

You may cancel the agreement (Month-to-Month / 3 / 6 / 12 Months) with 30 days' written notice to Designnox IT Solutions cc before the 28th of a month, by completing the cancellation form available on request and emailing it to online@designnox.co.za. Should you still be in contract and connection fee were waved then the connection fee will become viable.

PLEASE NOTIFY US WHEN YOU PUT IN YOUR NOTICE TO CANCEL YOUR LEASE.

We reserve the right to terminate this agreement at any time, for any reason, given that we provide you with 30 days' written notice via letter or email.

8. Upgrades / Downgrades

You may upgrade your line speed with written notice to Designnox IT Solutions cc by giving 30 days' notice and by completing the upgrade form available on request and emailing it to kfmonline@designnox.co.za. Please note on a 6-Month agreement downgrades require a 30-Day notice period. Immediate line upgrades are available at a fee based on the ISP backbone fees.

9. Fair Usage Policy

In terms of the GOLF EDGE MEWS FUP, Designnox IT Solutions cc reserves the right to apply restrictions on an uncapped account if a customer ‘s behavior is deemed to be affecting the user experience of other customers on the GOLF EDGE MEWS network. Examples of customer behavior which may compromise GOLF EDGE MEWSs network performance include, amongst other, causing congestion, running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as peer-to-peer. Restrictions which may be applied by GOLF EDGE MEWS in terms of the GOLF EDGE MEWS FUP include, but are not limited to, throttling a customer’s throughput speeds and/or shaping a customer’s bandwidth to limit the use of bandwidth intensive protocols and applications.

10. POPIA

The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit written consent must be obtained beforehand from the other Party. Performing the obligations as set out in this Agreement, the Parties shall at all times: comply with the provisions of all laws, which regulate the protection of personal data, including but not limited to the Protection of Personal Information; comply with all laws, policies, and procedures relating to the protection, storage, handling, privacy, processing and retention of data as well as the destruction of data, including personal data; ensure that it shall not sell, offer for sale or dispose of or attempt to dispose of or create or allow the encumbrance over any personal data; ensure that it does not disclose personal data other than in terms of this Agreement; ensure that it processes data for only the express purpose for which it was obtained; ensure that it has all reasonable technical and organizational measures in place to protect the personal data from unauthorized access and/or use.

IMPORTANT:

- **Payments to reflect in our account by the FIRST (1st) of the month.**
- **Please give 30 Days' notice to cancel, or before moving out so we can close the account in due time, not incurring extra costs. Cancellation fees may be charged based on discounts offered on 3 /6 /12 Month Contracts.**
- **ONU (fiber unit) + router remains property of Designnox IT Solutions cc.**

By agreeing to the terms of service, I, _____ confirm that I accept these terms and conditions as the basis of my use of the fibre internet access provided.

Signed at: _____ on the _____ of _____ 20 _____

Signature: _____

Please send completed form with ID, and rental agreement / levy statement to: online@designnox.co.za

INITIAL HERE

This Fiber Service Agreement (“Agreement”) is made and entered into on

_____

[Date],

by and between

_____

[Landlord's / Rental Agency Full Name],

hereinafter referred to as the “Landlord,” and

_____

[Tenant's Full Name], residing at _____ [unit number]

of Golf Edge Mews Complex, Sylvia Vale AH, Vanderbijlpark

hereinafter referred to as the “Tenant,” collectively referred to as the “Parties.”

1. **Acknowledgment of Fiber Service Installation**

The Landlord hereby acknowledges that the Tenant has arranged for the installation of a fiber service at the above-mentioned property. The service provider is Designnox IT Solutions cc.

2. **Responsibility for Costs**

The Tenant agrees to be solely responsible for all costs associated with the installation, operation, and monthly fees of the fiber service during the term of their tenancy.

3. **Cancellation of Fiber Service**

Upon termination of the tenancy, the Tenant is required to notify the fiber service provider and arrange for the cancellation or transfer of the service.

4. **Notice Period for Cancellation**

The Tenant agrees to provide a notice period of 30 days to the Landlord and the fiber service provider for the cancellation of the fiber service. This notice period is in accordance with the terms and conditions set forth by the fiber service provider.

5. Deduction from Deposit

Should the Tenant fail to provide the required notice for cancellation of the fiber service, or should there be any damage to the property as a result of the installation or removal of the fiber service, the Landlord reserves the right to deduct the relevant costs from the Tenant's security deposit. This may include, but is not limited to, unpaid bills, early termination fees, and repair costs for damages.

6. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement.

Tenant

Signed at: _____ on the _____ of _____ 20 _____

Name in Print: _____

Contact Number: _____

Email: _____

Signature: _____

Landlord's / Rental Agency

Signed at: _____ on the _____ of _____ 20 _____

Name in Print: _____

Contact Number: _____

Email: _____

Signature: _____

INITIAL HERE