



Terms and Conditions for Octotel FTTB Bundles

The provision of Telkom's 3rd Party fibre service is subject to Telkom's Standard Terms and Conditions for the Provision of Electronic Communications Services and Products, as well as the product specific terms and conditions listed below. Where there is any conflict between the Standard Terms and Conditions and the broadband-specific terms and conditions, the last mentioned shall prevail.

View Telkom's Standard Terms and Conditions:

http://www.telkom.co.za/about_us/regulatory/terms-and-conditions.shtml

Telkom Broadband/ Fibre products are governed by its Specific Terms and Conditions policies which are:

[Telkom Internet Terms & Conditions](#)

https://www.telkom.co.za/about_us/download/TelkomInternetAUP.pdf

https://www.telkom.co.za/about_us/download/VAS.pdf

1. Fibre services provided over 3rd Party fibre is a shared ("best effort") service of up to the specified speed. This means that the potential speed that can be obtained will depend on the load on the line at the time of surfing the net.
2. The provision of 3rd Party fibre is subject to network availability, but service quality is not impacted by distance from the exchange.
3. 3rd Party fibre bundle offers will be available to all customers that are within the 3rd Party fibre network coverage.
4. The customer can confirm the coverage of Telkom Network in their area via accessing this link: <https://www.telkom.co.za/check-coverage>
5. 3rd party fibre services are provided on a 12-months or month to month basis.
6. Router and installation included on a 12-month contract is subject to the fibre service being active for 12 months for 3rd Party fibre services. Customers can cancel the service at any time after activation, however the pro-rated remaining cost of the installation/activation and router will be charged at the time of cancellation, if cancelled prior to the 12 months term for 3rd Party fibre services.
7. Telkom reserves the right to revise tariffs and to vary these terms and conditions at any time. Such changes will be posted on the Telkom website and will be deemed to have been accepted by customers who continue using the services. The obligation therefore is on the customer, to review these terms and conditions at regular intervals.

8. For Plettenberg Bay area only, the first 20 meters of trenching is included in the installation cost, thereafter, trenching beyond this limit will be the responsibility of the customer. Additional trenching costs cannot be determined up-front and will be determined by the customer's preferred contractor. For all other Octotel fibre areas, the trenching costs are included in the installation cost.
9. Telkom accepts no liability for any loss or damage to the property or equipment of the customer arising out of the provision, installation, or maintenance of 3rd Party fibre service.
10. Telkom routers are covered by a 12-month carry-in warranty. If the router becomes faulty within 12 months, the faulty router can be taken to the nearest Telkom store for an inspection and / or assessment which will either be repaired or replaced.
11. The above guarantee will only be honoured by Telkom provided that the router and all its components as originally supplied are returned.
12. The warranty does not include surge or lightning damage.
13. Where a customer requests a transfer of his service to another building/premise and retains the 3rd Party fibre bundle, the customer's contract will not be affected, and no penalty/early termination charge will apply. However, installation charges will apply at the new building/premises, and provisioning of the service will be subject to a successful feasibility study which will be conducted at the time of the transfer, pertaining to that new premises.
14. It is the customer's responsibility to verify network coverage in the new building/premise prior to relocating. If there is no coverage on the new building/premise, penalty/ early termination charges apply.
15. Customers on existing 12 months contracts migrating from other Telkom services to 3rd Party fibre, have an option to sign up for a new claw back contract, where the router and installation charges are included, subject to the 3rd Party fibre service being active for 12 months, or they can select the month-to-month option.
16. In the case of services rendered in terms of a long-term agreement, the rental obligations are governed by the conditions of the relevant agreement and early termination charges shall become payable in the case of termination before contract term expiration.
17. Customers are responsible to provide network access to their premises via Point of Entry sleeves/ducts, at their own costs.
18. The 3rd Party fibre products have Symmetrical, with upload speeds now equal to the download speeds, as well as Asymmetrical with higher download speed than upload speed.
19. The Unlimited Octotel FTTB bundle is the name of the offer/bundle and has no reference to the product specifications.
20. The customer shall not be entitled to terminate the Subscription with Octotel directly and Telkom shall be obliged to give Octotel not less than 30 days' notice of its intention to cancel any Subscription.
21. The 3rd Party Fibre Network Operators (FNO) reserve the right to charge a Call-out Fee should they send out a technician but find out that the fault is related to issues such as the customer's equipment.
22. Errors and omissions excepted (E&OE).