

Company / Name: \_\_\_\_\_  
 Identity card / Company registration number: \_\_\_\_\_  
 Address (where service is required): \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Daytime contact name: \_\_\_\_\_ Number: \_\_\_\_\_

### Telephone Directory Entry

Do you require your entry to be: PUBLISHABLE or CONFIDENTIAL (delete as applicable)  
 Surname / Business Name: \_\_\_\_\_ Initials: \_\_\_\_\_  
 Address: \_\_\_\_\_

### Application for GSM

#### Service Agreement / Change of Rate Plan / IMSI

Monthly Access Charge			Mobile No	
Activation Charge		Select 10	OLD Sim	
Service Features		Select 100	New Sim	
Feature Charge		Select 250+	PIN	
Itemised Billing		Other	PUK	
Contract Period		GPRS Roaming	Charge	
Deposit			Activation Date	

Describe works required: \_\_\_\_\_  
 \_\_\_\_\_

### Friends and Family

On residential lines you may specify 2 fixed line & 2 mobile numbers to receive a 20% discount on calls.

_____	_____	_____	_____
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'I/we the undersigned confirm that the information provided in this application form is accurate and hereby expressly and irrevocably undertake to adhere to the General Terms and Conditions overleaf in respect of telephone services from time to time amended, substituted or supplemented, without notice, by Gibtelecom its successors or assigns.'

Authorised signature 1 _____	Authorised signature 2 _____
Name in block capitals _____	Name in block capitals _____
Identity Card No _____	Identity Card No _____
Date _____	Date _____

\*Please note that calls may be recorded for quality or monitoring purposes.

### FOR OFFICE USE ONLY

Account no: \_\_\_\_\_ Service Order: \_\_\_\_\_ CSC Agent: \_\_\_\_\_

## TERMS AND CONDITIONS

- 1 GIBTELECOM hereby agrees to provide you with the service on the terms and conditions of this contract.  
2 The Customer hereby agrees to pay on demand for the appropriate charges as set out by GIBTELECOM.  
3 The Customer shall (if required by Gibtelecom) at all times maintain with Gibtelecom a Deposit from which Gibtelecom is hereby authorised to collect the payments and which shall be topped up by the Customer so that the Deposit does not at any time fall below an amount to be determined by Gibtelecom from time to time. The Customer shall not be entitled to any interest on the Deposit. Upon termination of the Agreement, subject to any rights of set-off which Gibtelecom may have against the Customer, the amount on deposit shall be returned by Gibtelecom to the Customer.  
4 The Customer shall obtain and maintain in force any permit, licence or consent which may be required from time to time by the Customer for the purpose of using the Service.  
5 The Customer shall permit GIBTELECOM staff to enter Customer's premises for the purpose of constructing, inspecting, maintaining, altering or removing the installation.  
6 The Customer hereby indemnifies and agrees to save harmless Gibtelecom from and against all claims, actions, losses, proceedings or liabilities whatsoever or howsoever arising out of or in connection with the Service.  
7 The Customer shall not use the Service:  
(a) for sending any message which is offensive, abusive or indecent  
(b) for making annoyance or malicious calls  
(c) for any unlawful purpose or in an unlawful manner.  
8 GIBTELECOM may interrupt or terminate the service to any customer contravening Clause 7 and may refuse to restore service.  
9 GIBTELECOM shall not be liable to the Customer in contract, tort or otherwise for death, illness or personal injury caused to the Customer through the use of the Service.  
10 GIBTELECOM shall not be liable to the Customer in contract, tort or otherwise for any financial loss or damage, whether direct or indirect, whatsoever or however arising from or as a result of any break in, suspension or malfunction of the Service.  
11 GIBTELECOM may temporarily suspend the Service without notice for the purpose of repair, maintenance or improvement thereof.  
12 The customer agrees to pay any Connection and/or Installation Fees applicable to the Service being provided.  
13 GIBTELECOM shall invoice the Customer monthly for the services provided and the Customer shall make the payments to GIBTELECOM on the date shown for payment on the invoice.  
14 GIBTELECOM may without prejudice to its rights, terminate the Agreement and suspend the service without notice, whether wholly or partly if the Customer fails to make payments promptly. If the suspended service is restored a reconnection fee may be charged to the customer, as may be determined by GIBTELECOM.  
15 This Agreement shall be for a period of one year from the date of acceptance by GIBTELECOM as indicated on the Application Form and thereafter shall continue in force until terminated by either party upon one month's notice in writing to each other.  
16 This Agreement may be terminated forthwith:  
  
**(i) by GIBTELECOM**  
(a) If the Customer shall fail to make payments promptly  
(b) If the Customer fails to observe and comply the Terms and Conditions  
  
**(ii) by either party**  
(a) in the event of the other party having a receiver or a liquidator appointed or passing a resolution for winding up or a court shall make an order to that effect or being a partnership shall be dissolved or being an individual shall commit an act of bankruptcy or enter into a composition or arrangement with creditors.  
17 The Customer is responsible for the line and for any apparatus belonging to GIBTELECOM within the boundary of your premises and for their proper use; if they are lost, destroyed or damaged (except for fair wear and tear) the Customer must pay our charge for their replacement and/or repair. The Customer must not interfere with it nor permit anybody else to do so.  
18 The Customer may connect his equipment to the line only by means of a socket installed and maintained by GIBTELECOM, unless we agree otherwise and we may withdraw our agreement by reasonable notice. Your equipment must not be used with your line (whether connected or not) except in accordance with our appropriate terms and conditions for the attachment of customer's equipment to our telecommunications systems in force from time to time. In addition, you must not allow any other person to do any of the things forbidden by this paragraph.  
19 GIBTELECOM will not be held responsible for any Third Party Equipment connected to its network. In the event that any reported fault is determined by GIBTELECOM to be caused by said Third Party Equipment, then a Call-Out Charge will be levied  
20 The Customer shall not assign the Agreement.  
21 Neither party shall be liable to the other for any breach of the agreement caused by Act of God, insurrection, riot, civil disorder, war military operations, local emergency, acts or omission of government or other competent authority, GIBTELECOM's compliance with any statutory or other legal obligation, industrial disputes of any kind (whether or not involving GIBTELECOM's employees) fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom GIBTELECOM is not responsible (including in particular other telecommunications service providers) or any other cause whether similar or dissimilar outside GIBTELECOM's reasonable control.  
22 This Agreement is subject to the Laws of Gibraltar, and GIBTELECOM and the Customer submit to the exclusive jurisdiction of the courts of Gibraltar.

## DEFINITIONS

Application Form	means the application form for the relevant service
Customer	means the applicant named in the Application Form
You	means the customer to whom we make this contract including a person reasonable appearing to us to act with that customer's authority Application Form and the Terms and Conditions
Service	means any service provided by GIBTELECOM at the request of the Customer
Agreement	means the Application Form and the Terms and Conditions Terms and Conditions means these Terms and Conditions which may be from time to time be amended, substituted or supplemented, without notice by GIBTELECOM, its successors or assigns.
Connection Fee	means any Initial, non-refundable one-off charge necessary for the connection of the service.
Installation Fee	means any charge necessary for the Installation of the service
Payments	means all or any of (a) the connection charge as appearing on your bill (b) the monthly rental charge as appearing on your bill (c) all other telephone charges for calls made from your telephone line in accordance with the applicable rates in force at the time of billing (d) any other charge, which may be varied by GIBTELECOM from time to time, in connection with the service
Third Party Equipment	means any equipment which has not been installed or approved by GIBTELECOM
Call-out Charge	Weekdays - £35 per hour with a minimum charge of £105 (three hours) Weekends - £70 per hour with a minimum charge of £210 (three hours)