



ZOL TERMS AND CONDITIONS

JANUARY 2014

ZOL's Terms and Conditions of Service

1. This contract shall be governed in accordance with the law of Zimbabwe.
2. If the Customer is not the owner of the premises where the service is required, the Customer must obtain the necessary permission from the owner and the customer hereby indemnifies ZOL against all damages or claims resulting from the failure to obtain such permission relating to the installation and/or removal of the service.
3. The Customer shall allow ZOL free access to their premises during reasonable hours to inspect, install, maintain or remove telecommunications facilities or equipment.
4. The service shall be deemed to be in good working order unless and until ZOL is advised otherwise by the Customer.
5. ZOL shall not be liable for any damage done to any equipment used by the Customer in connection with this contract, whether that be due to misuse by the Customer, power fluctuations, lightning strikes, flood or power fluctuations or any other cause whatsoever.
6. ZOL shall not incur any liability for any loss or damages arising out of the provision, installation or maintenance of the service, whether direct or indirect, consequential or contingent and in particular shall not be liable for any financial loss or loss of profits, income, contracts, business or goodwill.
7. Should the Customer fail to pay any amount due under the terms of this contract or should the Customer breach any other term of this contract and fail to remedy that breach within seven days of written notice calling upon it to do so, ZOL shall be entitled, without further notice, either to suspend the service and/or to cancel this contract and ZOL shall be entitled to retain all payments made so far and to recover the remaining service charges set out in the Service Order Form, for the remainder of the period of the contract.
8. All costs and disbursements, including legal costs on an attorney and client scale, incurred by ZOL in consequence of any default on the part of the Customer and in recovering all amounts due to ZOL, and all collection commission due, shall be borne by the Customer and shall be paid by the Customer to ZOL on demand. A certificate issued and signed by a manager of ZOL stating the amount due and owing by the Customer shall be prima facie proof of the facts stated therein and may be used in support of any application for judgment by ZOL.
9. All disputes arising out of or relating to this contract including disputes as to the meaning of interpretation of any provision of this contract or as to the carrying into effect of any such provisions or as to the quantification or determination of any amount of thing required to be determined or quantified in terms of or pursuant to this contract, may be referred to arbitration by either party to this contract.
10. Subject to the provisions of this contract, the arbitration will be held under the provisions of the arbitration laws for the time being in force in the Republic of Zimbabwe.
11. The arbitrator will be an independent person agreed upon by the parties to the dispute and, failing such agreement within five (5) days after the date on which either party requests arbitration, the Arbitrator will be appointed by the Commercial Arbitration Centre in Harare.
12. Any award made by the arbitrator: will be final and binding on the parties to the agreement; and may be made an order of any court to whose jurisdiction the parties are subject.
13. Nothing in this contract shall be construed as limiting the rights of either party regarding institution of legal proceedings for intermediate relief on an urgent or other basis, pending the decision of the arbitrator.
14. Either party shall be entitled to terminate this contract by written notice to the other in the event that: The other commits a breach of the terms and conditions of this agreement, all of which are declared to be material and fails to remedy the breach within Fourteen (14) days of the receipt of a written notice calling upon it to remedy the breach complained of; or the other party commits an act of insolvency or is placed under a provisional or final winding up or judicial management order or if such other party makes an assignment for the benefit of the creditors, or fails to satisfy or take steps to have set aside any judgment taken against it within seven (7) days after such judgment has come to its notice.
15. ZOL shall not be responsible for any breach, failure or delay in performing any obligation if such failure or delay is due to an act of God, war, fire, strike, accident, governmental acts or



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requirements, or other causes, either similar or dissimilar to the foregoing, beyond the party's control.

16. The parties hereby choose the domicilium citandi et executandi for all notices and process as their respective addresses as given above. Any notice of any change of address must be given in writing by the party concerned and delivered by hand or sent by registered mail to the other party. The address so notified then becomes the domicilium citandi et executandi.
17. The Customer shall not assign or cede this contract or any rights hereunder.