



KELDERHOF
Country Village
Home Owners' Association

Procedure for Occupation of a House

- This document is to be given to an owner of a plot at Kelderhof Country Village at the builder's briefing session. It must be signed and filed.
- The points below are to be completed before the HOA can issue its Completion Certificate. Without a Completion Certificate an owner will not have his/her construction deposit refunded.

1. House Numbering

The house must be numbered in accordance with the Landscape Guidelines.

2. Municipal Occupation Certificate

A Certificate of Occupancy must be obtained from the City of Cape Town (Helderberg Municipality) once the house is ready for occupation. **A Request for Certificate of Occupancy** form can be obtained from the Estate Manager – please note that this must be accompanied by the following information upon submission to the City of Cape Town:

- 2.1. Electrical Compliance Certificate.
- 2.2. A19 Roof Certificate.
- 2.3. Plumbing Completion Certificate.
- 2.4. Glazing Certificate (for windows and glass doors).
- 2.5. Structural Completion Certificate.

3. Resident Registration Form

As included in the Welcome Package issued with the Agreement of Sale. To be completed prior to moving in and handed to the Estate Manager.

4. Access Remotes and HOA Application Forms

- 4.1. Purchase Access Remote(s) for entry into Kelderhof Country Village from the Estate Manager.
- 4.2. Arrange for a Refuse Removal Application Form from the Estate Manager.
- 4.3. Apply for a Completion Certificate from the HOA from the Managing Agent. Levies must be paid in full for the Certificate to be issued.

5. Intercom/ VOIP connection

Each owner is responsible for the connection to the guard house via an "intercom" connection. This connection has to take place through the fiber network installed by The Web. Each connection costs R 1 800.00, once off. This is for the supply and fit of the optic fiber cable and VOIP adaptor (into which the resident can plug any telephone handset). This will give the resident a link to the guard house, without any call costs, therefore not affecting levies. To have this connection done the owner has to fill out the attached application form and return to The Web, along with a copy of their ID and proof of address (for RICA purposes). The Web also offers high speed internet and VOIP services, for residents that are interested. They can be contacted at (021) 200 1505 or support@theweb.co.za.



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5. Final Inspection

An appointed representative of the Kelderhof Design Review Committee (DRC) will make a series of inspections throughout the building process. Once the above has been completed and the building is finished according to the approved plan, you, the owner, must arrange a final inspection with the Estate Manager. The final inspection will determine whether or not an HOA Completion Certificate is issued.

6. Tenancies

Should you be renting your house then please apply in writing to the HOA for permission to rent your property. The HOA will require all details of the tenant as per the registration form included in the Welcome Package.

Initial

GENERAL TERMS AND CONDITIONS

INTERPRETATIONS

"TheWeb Data and Services" means TheWeb Data and Services (Pty) Ltd. Reg. No 2010/01806/07

"Agreement" means these general terms and conditions, together with any specific terms and conditions associated with each order for Service from TheWeb Data and Services.

"Network" means TheWeb Data and Services network or the connected networks on the Internet

"Service" means an Internet or Intranet connection

"Infrastructure" means TheWeb Data and Services network and servers

"Client" means either a natural person or a company

"Installation hardware" means either an antenna assembly, a fiber optics access to our network or any other connection to our network

GENERAL TERMS

By using or subscribing to the TheWeb Data and Services you agree that you have read, understand and are bound by:

Your use of the TheWeb Data and Services indicates your acceptance without modification of the Terms, which will constitute a legal agreement between you and TheWeb Data and Services. If you do not want to be bound by the Terms, you must not use or subscribe to the TheWeb Data and Services.

TheWeb Data and Services reserves the right to update or revise the Terms from time to time on notice to you by email. The updated or revised version of the Terms and Conditions will be available at our offices.

Your continued use of the Services following the email of any changes to the Terms and Conditions constitutes your acceptance of those changes.

Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

PROVISIONS SEVERABLE

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain in full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

THE NETWORK

The user acknowledges that TheWeb Data and Services is unable to exercise control over the data passing over the infrastructure and the Internet, including but not limited to any websites, electronic mail transmissions, news groups, discussion forums or other material created or accessible over its infrastructure. Therefore, TheWeb Data and Services is not responsible for the contents of data transmitted over its infrastructure.

TheWeb Data and Services' infrastructure may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.

The user may obtain and download any materials marked as available for download off the Internet, but is not permitted to use their Internet access to distribute any copyrighted materials unless permission for such distribution is granted to the user by the owner of the materials.

The user is prohibited from obtaining, disseminating or facilitating over TheWeb Data and Services' network any unlawful materials, including but not limited to:

* Copying or dealing in intellectual property without authorization,

* Child pornography, Pornography and/or

* Any unlawful hate-speech materials.

CONDITIONS OF SERVICE

TheWeb Data and Services hereby, with effect from the effective date, grants you access to the Services subject to the following terms:

You hereby acknowledge receipt of such access and agree that:

You will use your username and password for your own use only.

You will not disclose your username and password to any other person for any reason whatsoever and will maintain the confidentiality thereof in the event you find your password is compromised, you will immediately notify TheWeb Data and Services and change your password.

QUALITY OF SERVICE

TheWeb Data and Services is committed to delivering data transfer speeds at or as close as possible to your allotted plan speed but cannot provide any guarantees because the network can be influenced by factors beyond our control.

SERVICE AVAILABILITY

While TheWeb Data and Services will endeavor to make its services available 24 hours a day, seven days a week, TheWeb Data and Services does not guarantee that the Customer will have access to the service at all times. TheWeb Data and Services shall not be liable to you or any other person whatsoever in respect of any loss or damages caused by or arising from unavailability of or any interruption in the Service for any reason.

TheWeb Data and Services will use its best endeavors to notify you of any maintenance and repairs, which may result in the service being unavailable, but does not warrant that such notice will be given in advance.

All notifications will be given via email or SMS notification.

PAYMENT CONDITIONS

TheWeb Data and Services sells access to its network on a secure deposit basis.

TheWeb Data and Services will accept no payments made by cheque.

TheWeb Data and Services will accept cash paid at our offices strictly, debit order, EFT or credit card payment.

I/We authorise that, should you pay by method of credit card, that an additional fee of 5% plus R2.50 will be levied. An administrative fee of R50 will be charged, if customer does not pay with debit order submitted by TheWeb Data and Services. This fee will be revised annually.

Should you fail to pay any amount on the due date for payment or should he be in breach of the General Terms and Conditions, without prejudice to any other rights TheWeb Data and Services may have such amount bear interest at the rate of 2% above the prime overdraft from time to time, calculated from the due date until the date of payment (both dates inclusive).

TheWeb Data and Services shall be entitled to take all such further steps as may be necessary to recover the outstanding amount from you, in which event you agree to pay all costs associated with such recovery on an attorney and own client basis.

TheWeb Data and Services shall be entitled to, without notice, suspend your access to the Service until such time as the outstanding amount has been paid in full, and/or

TheWeb Data and Services shall be entitled to terminate this agreement with immediate effect.

Any unused Data will expire at the end of that month. It is specifically agreed that should you not have used your data budget fully, you shall not be entitled to any credit and/or refund for the unutilised portion.

You may have your service frozen for a maximum of 3 months per year if you wish to go on holiday, however you will inform TheWeb Data and Services of such a decision on 1 (one) calendar notice to us.

TheWeb Data and Services shall, in its sole discretion, be entitled to increase or decrease the Subscriber Fee at any time with 30 days notice.

TheWeb Data and Services clients are liable to pay for all data used.

You may not withhold payment of any amount due to TheWeb Data and Services in terms of this agreement by reason of any alleged breach of this agreement by TheWeb Data and Services, nor will you be entitled to any discount, refund or other credit under any circumstance.

The hardware and all other installed equipment remains the property of TheWeb Data and Services until all accounts are fully paid.

DEBIT ORDER

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our above mentioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) for the total amount due on my / our account. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account. Monthly, on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due; each failed debit order will be charged an admin fee of R50. I / We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

EMAIL USE

It is explicitly prohibited to send unsolicited bulk mail messages (junk mail or spam) of any kind (commercial advertising, political tracts, announcements, etc.). This is strongly objected to by most Internet users and the repercussions against the offending party and TheWeb Data and Services can often result in disruption of service to other users connected to TheWeb Data and Services. In addition, spam is unlawful in terms of the Electronic Communications and Transaction Act 2002, and TheWeb Data and Services is entitled to take appropriate steps against the User in contravention of these provisions of the Act. Maintaining of mailing lists by users of TheWeb Data and Services is accepted only with the permission and approval of the list members, and at the members' sole discretion. Should mailing lists contain invalid or undeliverable addresses or addresses of unwilling recipients those addresses must be promptly removed. Users may not forward or propagate chain letters nor malicious e-mail.

Public relay occurs when a mail server is accessed by a third party and utilised to deliver mails, without the authority or consent of the owner of the mail-server.

Users' mail servers must be secure against public relay as a protection to both themselves and the Internet at large. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed.

TheWeb Data and Services reserves the right to examine users' mail servers to confirm that their server is not a public relay and the results of such checks can be made available to the user. TheWeb Data and Services also reserves the right to examine the mail servers of any users using TheWeb Data and Services mail servers for "smart hosting", content filtering or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with TheWeb Data and Services policy of preserving customer privacy. TheWeb Data and Services will not take responsibility for any email address not hosted with TheWeb Data and Services.

TheWeb Data and Services take no liability for loss resulting from use of the Service unless that liability cannot be excluded by law - in which case, TheWeb Data and Services limits its liability to re-supply the services. TheWeb Data and Services will not take responsibility for viruses, loss of emails, or domain changes as for this is a FREE service offered to our clients.

INSTALLATION

The agreed installation date may be changed based on reasons beyond TheWeb Data and Services' control like, but not limited to, bad weather conditions.

You undertake to obtain any approval or authority imposed by a competent authority or body (including without limitation lessors, body corporate's, provincial and local municipalities) relating to the installation of the access device, the supply of the Service to you at your address, and matters related thereto. In this regard, you indemnify TheWeb Data and Services against any claims, damages or liabilities instituted against, suffered or incurred by TheWeb Data and Services arising from your failure to obtain such approvals and authorities and call out fee will be charged per hourly rate. If an installation date was arranged and TheWeb Data and Services has confirmed the date with you and client fails to be at premises at such time you will be liable for call out charge to a minimum of one-hour rate.

If a call out was scheduled through our office and client fails to be at premises you will pay for a minimum of a 1-hour call out fee.

You will be liable for all data usage and TheWeb Data and Services will not be liable to trace websites visited or downloads made on the network by client.

You are liable to trace your own surfing and downloading. TheWeb Data and Services will only supply client with the total of data usage and not to how it was used. This is your responsibility.

COMMUNICATION

TheWeb Data and Services preferred and primary form of communications with its Customers is via email, and it is the Customer's responsibility to provide up-to-date contact details at time of signature, and on any subsequent change in those details.

I/We hereby confirm that the mentioned physical address shall be my/our domicilium citandi et executandi.

EXCLUSION OF LIABILITY

I/We hereby indemnify TheWeb Data and Services against any damages, loss, and claims or cost that may result from work being done in connection with the service being rendered and/or removal of the service being rendered and/or removal of the service.

The Customer is wholly responsible for its data and software, and -for example- should retain a backup of all data or software.

TheWeb Data and Services will not take responsibility for viruses and additional data consumed due to a virus on the customer's monthly invoice. TheWeb Data and Services and staff is not liable for any damages occurred whilst installation or call-out.

VARIATIONS ON THE AGREEMENT

TheWeb Data and Services may vary these terms and conditions (including configuration, product structure, cost or any other components on all services and any other terms) at TheWeb Data and Services' own discretion. If TheWeb Data and Services varies these terms after the Customer has been given access to the Service, and the Customer is materially worse off, TheWeb Data and Services will give the Customer 30 (thirty) days notice of that change, unless any change is required by law or necessary to prevent fraud or for security or technical reasons, in which case TheWeb Data and Services will give the Customer ample notification via email.

WARRANTY

The installation hardware supplied by TheWeb Data and Services are subject to a 3 (three) months manufacturer's warranty.

TheWeb will not cover any costs on any hardware that was damaged or fail to work after 7 (seven) days of first installation date.

TERMINATION OF THE CONTRACT

If you terminate your agreement with TheWeb Data and Services for whatsoever reason the following terms will apply:

TheWeb Data and Services Pty (LTD) will not refund to you any fees paid in advance of such termination and you shall be required to pay 100% of your outstanding account with TheWeb Data and Services. Your termination request or notice must be submitted to TheWeb Data and Services Pty (LTD) at least (30) days prior termination date. Termination will only be accepted by TheWeb Data and Services Pty (LTD) if an cancellation docket supplied by us are correctly filled in and supplied with a copy of your Identification Document.



Application for TheWeb Data and Services

THEWEB DATA AND SERVICES (PTY) LTD
 Reg No 2010/018960/07
 License No. 0470/ECS NOV/10 & NO. 0470/ECS NOV/10
 P o Box 453, Westcoast Village, 7433
 Tel: +27(0)21 206 15 05
 www.theweb.co.za

New Account: Additional Account:

FOR OFFICE USE

Sales Agent Name:

Debtor Code: ← If you referred this client and not a staff member of The Web please fill in your name here for commission purposes

Your Contact Details (Please complete this IN FULL, IN BLOCK LETTERS AND BLACK INK)

TITLE: FIRST NAME(S): LASTNAME:

COMPANY NAME: TRADING NAME:
(If a company) (If applicable)

BUSINESS VAT NUMBER: BUSINESS REGISTRATION NUMBER:
(If applicable) (If applicable)

IDENTITY NUMBER: DATE OF BIRTH:

TEL NUMBER: CELL PHONE NUMBER:
(Home)

TEL NUMBER: FAX NUMBER: E-MAIL ADDRESS:
(Work) (Existing)

RESIDENTIAL ADDRESS: POSTAL ADDRESS:
CODE: CODE:

This section should be completed in full by person in whose name this contract will be

If a business, the person completing this contract must be one of the Directors as shown on there SARS documentation and we will need certified ID of this person and proof of address of the company as well as SARS documentation

If private the person completing this contract would need to supply a copy of his/her ID with proof of address

We at least need 1 Telephone Number The cell number completed will be the number used to send notifications too Please note that The Web's preferred communication is via email Invoices will be supplied to email address filled in here

INSTALLATION ADDRESS & INSTRUCTIONS: (OFFICE HOURS ONLY)

Please put address of where the unit should be installed
 Please fill in if it is not a standard installation, meaning not a single story house
 As well as to where in the house/office the client would like the device installed

E-mail Address and Password

PREFERRED E-MAIL ADDRESS: @theweb.co.za PASSWORD:
Passwords must be 6-8 alphanumeric characters.

2ND E-MAIL OPTION: @theweb.co.za PASSWORD:

Your email address must be no less than 3 and no more than 12 alphanumeric characters. Please do not use the following characters: # & () ? + { } , ; \ *

Authority for Debit Order / Payment Details

Debit my bank account as shown in favor of TheWeb Data and Services with the total amount due and payable by me, as specified under this agreement.

ACCOUNT HOLDER'S NAME: BANK:

BRANCH: BRANCH CODE: ACCOUNT NO:

TYPE OF ACCOUNT: CHEQUE: CURRENT: TRANSMISSION: SAVINGS: OTHER:

AUTHORISED SIGNATURE:

Please ensure that each field is filled in & note that if client does not sign debitor order an admin fee of R50 will be charged Both branch name and number should be filled in Mark with cross in box of account type

Any cancellation of a debit order after activation, could result in TheWeb Data and Services suspending the service. All cancellation costs and failed debit transactions costs will be incurred by the account holder.

Services

DATA LINE: Y N INTERNET: Y N DOMAIN HOSTING: Y N EMAIL REGISTRATION: Y N Mark with a cross on Y if Yes and on N if No

DATA TO BE CAPPED ON: SECURE DEPOSIT AMOUNT:

Charges (once-off)

	INCL. VAT	QTY
HARDWARE & INSTALLATION	R 2490 ,00 <small>Standard - 1 Point</small>	
SWITCH (qty <input type="text"/>) PORT	R 149 ,00 <small>5- Port Switch</small>	
ADD (qty <input type="text"/>) NETWORK POINTS	R 150 p/point ,00 <small>max 30m network cable p/point</small>	
WIRELESS ROUTER	R 599 ,00	
OTHER <small>If client needs Voip Adapter please fill in here</small>	R 849 ,00 <small>Standard VoIP Adapter</small>	
TOTAL	R ,00	

Charges (monthly)

	INCL. VAT	QTY
DATA LINE	R ,00 <small>Depending on speed etc confirm with office</small>	
INTERNET CAP	R ,00 <small>R100 per gig multiply with cap</small>	
DOMAIN HOSTING	R 20 ,00 <small>per month</small>	
MONTHLY SUBSCRIPTION FEE	R 100 ,00 <small>above 7 gig no subscription fee</small>	
MONTHLY ADMIN FEE	R 50 ,00 <small>only if not signed debitor order</small>	
TOTAL	R ,00	

All accounts will be secure with a secure deposit and if monthly account is not settled before the 3rd of each month it could result in TheWeb Data and Services suspending the service without any notification.

Declaration (Please initial all the checkboxes below to confirm that you understand the following, no contract will be activated unless this is done)

- This Application Form must be accompanied by a certified copy of your S.A. ID Document or Passport and proof of address.
- I declare that the information given by me is true and correct.
- I have read, understand and agree to be bound by the Terms and Conditions printed overleaf of this agreement.
- No variation or addition to this Application Form will be binding on any of the parties unless recorded in writing and signed by both parties. Activation by TheWeb Data and Services of any services provided to you in terms of this Application Form shall not in any way constitute TheWeb Data and Services acceptance of any variation or addition to the Application Form or to any of our Terms and Condition applicable to the services. Your use of TheWeb Data and Services indicates your acceptance without modification of the Terms, which will constitute a legal agreement between you and TheWeb Data and Services. If you do not want to be bound by the Terms, you must not use or subscribe to the TheWeb Data and Services.

PRINT NAME: SIGNATURE:

SALES REP SIGNATURE: DATE:

If this client is referred to The Web and that a staff member Please ensure that this agreement is filled in correctly and that all necessary documents are attached If all is correct please sign and send to The Web's offices

Client to initial each block