

INTERNET SERVICE AGREEMENT / DEBIT ORDER



La Rochelle IT Solutions (Pty) Ltd
 T/A Bronberg Connect
 REG No: 2016/007826/07
 VAT No: 4650263132

PRETORIA OFFICE

TEL: 012 940 8234
 EMAIL: sales@bronbergconnect.co.za
 ADDRESS: 1005 Koedoeberg Road, Faerie Glen

1. ACCOUNT DETAILS					Client Code	OFFICE USE ONLY					WiFi Router		OFFICE USE ONLY								
																Install Paid		OFFICE USE ONLY			
Title					ID No																
Name					Surname																
Physical Address					Postal Address																
												Area Code									
Tel (H)					Cellphone																
Tel (W)					Email																
2. BUSINESS ONLY																					
Company / Organisation																					
VAT No								Reg No													
3. CONNECTION DETAILS																					
Installation Address																					
GPS Coordinates						Contact Person															
Notes																					
Dealer		OFFICE USE ONLY				Choose email address															

NOT SURE WHAT LINE SPEED YOU NEED?	HERE'S WHAT WE RECOMMEND, PER DEVICE			
What do you do?	2Mb	4Mb	6 / 8Mb	10Mb
General browsing / Emails	✓	✓	✓	✓
General Facebook browsing	✓	✓	✓	✓
Online banking	✓	✓	✓	✓
Music streaming	✓	✓	✓	✓
Skype video conference (HD quality)			✓	✓
Cloud backups			✓	✓
Online gaming		✓	✓	✓
Showmax			✓	✓
Youtube		✓	✓	✓
Youtube (HD video quality for 2 users)			✓	✓
Netflix (HD video quality)		✓	✓	✓
Netflix (HD video quality for 2 users)				✓
Small office (2 users email and browsing)		✓	✓	✓
Vloggers / Video uploading				✓

Please complete all grey blocks

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PLEASE TICK YOUR SELECTED UNCAPPED SERVICE

UNCAPPED & NO SHAPING

Wireless Internet

Line Speed ▾	Bronze <input checked="" type="checkbox"/>	Silver <input checked="" type="checkbox"/>	Gold <input checked="" type="checkbox"/>	Platinum <input checked="" type="checkbox"/>
2Mb	R299 0.5Mb Upload 6Gb Threshold	R399 1Mb Upload 24Gb Threshold	R499 1Mb Upload No Threshold	R1399 2Mb Upload No Threshold
4Mb	R399 1Mb Upload 12Gb Threshold	R599 2Mb Upload 47Gb Threshold	R699 2Mb Upload No Threshold	R1799 4Mb Upload No Threshold
6Mb	R499 1.5Mb Upload 18Gb Threshold	R799 2Mb Upload 70Gb Threshold	R899 2Mb Upload No Threshold	R1999 6Mb Upload No Threshold
8Mb	R699 2Mb Upload 24Gb Threshold	R999 3Mb Upload 94Gb Threshold	R1099 3Mb Upload No Threshold	R2599 8Mb Upload No Threshold
10Mb		R1199 3Mb Upload 117Gb Threshold	R1299 3Mb Upload No Threshold	R3499 10Mb Upload No Threshold
	50% Throttle FUP Threshold is stated for 7 day period	25% Throttle FUP Threshold is stated for 7 day period	No Fair Use Policy (FUP) Uptime SLA available on request	

Fair Use Policy

The Fair Use Policy on applicable packages are subjected to a "7-day rolling window" where your data usage in the past 7 days is assessed. If you have exceeded the threshold (amount of data used) in the past 7 days, then your line speed is throttled according to the specific package you selected. Once your data usage for the past 7 days is less than the specified package's FUP data usage limit, then the line speed is restored to 100% of it's capacity.

Wireless Internet FUP

Bronze package: connection speed is reduced by 50% once the FUP data usage limit is reached within a 7 day period. For example, a 4Mb line speed is temporarily restricted to 2Mb while the data usage in the past 7 days is above the allowed limit.

Silver package: connection speed is reduced by 25% once the FUP data usage limit is reached within a 7 day period. For example, a 4Mb line speed is temporarily restricted to 3Mb while the data usage in the past 7 days is above the allowed limit.

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4. DEBIT ORDER		A. AUTHORITY									
Bank		Branch Name									
Account Name		Account Number									
Branch Code		Account Type									
Debit Order Date	Please select a date <input checked="" type="checkbox"/>	1st		3rd		16th		27th		30th	
Beneficiary	La Rochelle IT Solutions (Pty) Ltd										
Beneficiary Address	1005 Koedoeberg Road, Faerie Glen, Pretoria										

This signed Authority and Mandate refers to our contract dated _____ ("the Agreement").

I/We hereby authorise you to issue and deliver payment instructions for my monthly commitment due in respect of Internet Connectivity, as well as any other amounts e.g. for extra services, to your Banker 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) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement and commencing on and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows: monthly, bimonthly, three monthly, six monthly, annually, weekly, bi-weekly (delete that which is not applicable)

In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day.

Please note that the amount debited monthly may vary based on the service provided and amount charged per service item.

I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my Bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number must be added to this form in Section E before the issuing of any payment instruction.

B. MANDATE

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned Bank as if the instructions have been issued by me/us personally.

C. CANCELLATION

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. 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.

D. ASSIGNMENT

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at _____ on this _____ day of _____

(Signature as used for operating on the account)

(Assisted by)

E. AGREEMENT REFERENCE NUMBER

This Agreement reference number is: _____

We can send you the information as to how much data you have used to date	Daily		Weekly		Every 2nd week	
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TERMS AND CONDITIONS OF SERVICE

IN THIS AGREEMENT

“Capped Services Subscribers” means services with a pre allocated allowed total data usage limit.

“CPE” means Customer Premises Equipment, including but not limited to the antennas and communication cards, all cabling, gateways and modems installed at a Subscriber's Premises to send and / or receive a signal via a radio link and may include any other special equipment provided by the Service Provider to facilitate any future enhanced services to the Subscriber.

“Data” means a set of values of qualitative or quantitative variables; restated, pieces of data are individual pieces of information measured in bytes of electronic traffic and which may be indicated in aggregation volumes of kilobytes, megabytes, gigabytes and terabytes.

“ICASA” means The Independent Communications Authority of South Africa as established in terms of the ICASA Act 13 of 2000 as amended.

“POE device” means Power over Ethernet and is a device which connects to an external power source and then supply power to a secondary device or devices over a network cable to exclude the necessity for secondary device to directly connect to a conventional power outlet.

“Service Provider” means La Rochelle IT Solutions (Pty) Ltd

“The Service” means the internet access package and/or related services such as hosting and mailbox provision as requested and agreed upon by the Subscriber and provided by the Service Provider;

“Uncapped Shaped Services” means an uncapped internet service which may have certain limitations applied in the form of traffic type and/or port shaping as well as the throttling or thresholding of the connection speed based on certain periods and/or usage history.

1. Termination and Re-activation

This Agreement may be terminated in the following ways:

- By giving 30 day calendar notice by email, fax or to the chosen domicile address for service of legal notices of the other party; ←

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- At the discretion of the service provider in the event of the failure by the Subscriber to pay any monthly subscription or other fee or charge due to the service provider timeously;
- A material breach of these Terms and Conditions of Service or the Acceptable Use Policy (AUP) incorporated therein.
- Any service or order is subject to cancellation by the Service provider due to Acts of God, or from any cause beyond control of the Service Provider, including (without restricting this clause to these instances) inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
- In the case of services delivered over a fibre medium, such services may only be terminated after expiry of the fibre service contract term.
- Re-activation of terminated or suspended services, is subject to a R99 (ninety nine Rand) activation fee.

2. Increases in rates & refunds

- The Service Provider reserves the right to increase applicable rates in the event of any increase in the cost of bandwidth or any other facility provided by an upstream service provider. The service provider will notify the Subscriber of such increase in writing, as soon as reasonably possible.
- The Service Provider reserves the right to amend subscription rates at its discretion and such amended rates shall be effective thirty days after notification of the amendment is communicated to the Subscriber.
- There will be no refunds of subscriptions already paid to the Service Provider, provided however that the Service Provider has provided the Service.

3. No warranties

- The Service Provider makes no warranties, express or implied, regarding the Service provided, including but not limited to the availability thereof or the correctness or suitability thereof for the purposes of the Subscriber. The service is provided “as is” and “as available”.
- Without limitation of the foregoing, the Subscriber expressly acknowledges that the Service Provider is reliant on service provision from third parties, the performance of which is beyond the Service provider's control.

4. Disclaimer and indemnity

- To the fullest extent possible the Service Provider disclaims all responsibility or liability for any damages or loss howsoever arising, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of or inability to use the Service in any manner or from reliance on the Service in any way.
- The service provider shall not be liable for any claims or damages arising from any deficiency of any nature whatsoever in the Service supplied due to factors outside their direct and reasonable control. This includes the actions of Third parties or indirect agencies that are not associated with the Service Provider or its employees or owners. This waiver of liability does not include the negligence on behalf of the Service Provider, its employees or agents.
- Users agree to indemnify and hold harmless the Service Provider, its members, employees, servants, subcontractors, partners, subsidiaries and affiliates from any demand, action or application or other proceedings, including for attorney's fees and related costs such as tracing fees, made by any third party and arising out of or regarding this Agreement and/or the Subscriber's use of or inability to use the Service.
- The Subscriber acknowledges that he/she remains solely responsible for his/her own security and privacy. Subscribers are strongly advised to install firewalls and anti-virus software for their own protection.
- The Service Provider accepts no responsibility for network downtime or any materials (ebooks, audio, video, pictures and software) downloaded using our network. Such materials may be copyrighted and use thereof without the copyright holder's consent is illegal.
- Subscribers remain liable for any data usage. Subscribers are to take note that any device which can make a connection to the Subscriber's network or any other Subscriber device connected to the Service Provider's CPE, may result in data usage. Such devices include but are not limited to smart phones, smart TVs, DSTV decoders, tablets, PCs, notebooks, servers, Blue Ray players, security cameras or any other network/WiFi enabled devices. It remains the Subscriber's responsibility to protect access to its network and data usage by setting up password and/or any other relevant protection.

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g. The Subscriber acknowledges and accepts that:

i. The Service and/or system is not wholly operated by the Service Provider.

ii. The availability and/or quality of the services may be affected by factors, including but not limited to, the system, the device and accessories used with the device, total of number of devices connected and using the Service, atmospheric conditions, radio frequency disturbances and other factors beyond the control of the Service Provider.

iii. While the Service Provider will take all reasonable steps to ensure that the Service are provided in accordance with this agreement, the Service Provider cannot and does not guarantee or undertake that the Services will be provided at all times and accordingly the parties agree that the Service Provider will not be liable for any direct or indirect loss and/or damage of any nature whatsoever or howsoever arising that may be sustained by the Subscriber as a result of any faults or interruptions in provision of the Service.

5. Prohibition on sub-letting of the service provided

a. The Subscriber may not cede, sub-let or otherwise transfer any rights they may have under these terms and conditions or which may otherwise have been obtained through the use of the Service.

b. The Subscriber is prohibited from reselling the Service in any manner whatsoever.

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6. Compliance with Acceptable Use Policy (AUP)

a. The Subscriber hereby acknowledges that they have read and agreed to the provisions of the Service Provider's Acceptable Use Policy and that a failure to observe such provisions may lead to the suspension and/or cancellation of this Agreement and the provision of Services. A copy of the AUP is available on the Service Providers website.

b. The Subscriber hereby warrants and undertakes in favour of the Service Provider that the Subscriber:

i. will not use or allow the Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the Services;

ii. will only use the Service and/or the SIM card (if any) in accordance with the manufacturers' instructions and for the purpose and in the manner for which it is intended.

iii. will comply with all relevant legislation and regulations and all instructions issued by any governmental authority or by the global network operator(s) and/or wireless service operators, regarding the use of the Service and/or the SIM card (if any).

iv. will not act or omit to act or allow others to do so, in any way likely to damage, disrupt or interfere with the Service Provider's network or system or cause the quality of the Service to be impaired or interrupted in any manner whatsoever.

v. Subscriber property and property supplied to the Service Provider will be retained at the Subscribers risk. The Service Provider will take all reasonable steps to exercise care, diligence and skill in managing and handling the property of the Subscriber. However, the Service Provider cannot be liable for damage incurred due to events and circumstances beyond their direct and reasonable control. It is the duty of the Subscriber to ensure that his property is adequately insured.

vi. the CPE must be used in accordance with the Service Provider or the manufacturer's instructions as the case may be.

vii. will only use the CPE provided by the Service Provider and in doing so shall comply with any applicable legislative and/or regulatory obligations which may, from time to time be imposed, in relation to the use of CPE's and the provision of Services, in addition to any directives issued to this extent by the Service Provider itself

viii. recognises that no right, title or interest in the software contained in the CPE, issued to the Subscriber, vests in the Subscriber

ix. will not, nor permit any third party, to reverse engineer, decompile, modify or tamper with the software contained in or pertaining to any CPE

7. Invoicing and Payment

a. The Subscriber shall be liable for a once off installation fee as per quote from the Service Provider and this fee must be paid in full before any installation commences. If the Service Provider cannot connect the Subscriber to the Service Provider's network due to any reason, the installation fee will be refunded in full

b. The Subscriber expressly consents to receiving all invoices and other notices and notifications by electronic mail.

c. The Subscriber must pay the service provider in advance for the Service rendered on or before the 1st day of each month. If payment has not been made by the 5th of each month, the Service Provider reserves the right to disconnect the Services for overdue accounts, while the Subscriber shall continue to be liable for the Service until the conditions of notice have been fulfilled. Debit payments may be processed to collect payments for previous months if they have not been collected yet. Alternate payment dates may be arranged and need to be confirmed in writing and signed by both parties.

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d. All Capped ADSL & Wireless Service Subscribers – Once the allowed data limit is reached the Service will be limited to only connect to the data usage summary webpage from where the Subscriber will have the option to load extra data to the Service by making use of the self-help functionality where available or order extra Data telephonically. Please note that extra Data is payable in advance, or via your debit order. Once extra data was successfully loaded, full access will be restored.

e. The remainder of extra data caps which was purchased and not used will be rolled over to the next month. This does not apply to the normal data limit of the Service.

f. Subscribers whom provide their own hardware for connecting to the Service Provider's CPE will carry the cost associated with connecting, maintaining and setting-up of such devices. It remains the Subscriber's responsibility to ensure all such hardware is ICASA approved.

g. Capped ADSL & Wireless Service Subscribers who select to load extra data via any medium available, shall be liable for such data costs and will receive an invoice via electronic mail. The Service Provider's system is setup to send the Subscriber an SMS and/or email message on the activation of extra data but the Service Provider cannot guarantee that the Subscriber will receive such message. It remains the responsibility of the Subscriber to manage their own data usage.

h. All Services are billed in advance and a pro-rata amount may be due depending on the date when the installation is completed and the Service initiated.

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8. Data Volumes and Line Speed

- a. Data usage will be calculated as a total sum of bytes sent to and received from the internet by any device connecting through the Service Provider's CPE at the Subscriber's service location.
- b. Aggregation will be as follows:
 - i. 1024 bytes = 1 kilobyte (KB)
 - ii. 1024 kilobytes = 1 megabyte (MB)
 - iii. 1024 megabytes = 1 gigabyte (GB)
 - iv. 1024 gigabytes = 1 terabyte (TB)
- c. Line speed is indicated and calculated in bits per second (bps) and may be indicated in kbps (kilobits per second) or mbps (megabits per second).
 - i. 1 kbps = 1024 bps
 - ii. 1 Mbps (1Meg line speed) = 1024 kbps (kilobits per second)

d. Uncapped Shaped Services are intended for the implicit purpose of limiting certain types of network traffic and/or implementing limitations on connection speeds where applicable based on the Service usage over a certain period (the term may be referred to as thresholding or throttling) to provide an uncapped data allocation at a more affordable price.

9. General provisions

- a. Illegal use of any networking software or hardware to bypass the standard of the Service Provider's configuration and regulation is strictly forbidden.
- b. Save as provided in clause 9(j), no variation of these terms and conditions will be binding on either party unless reduced to writing and signed by or on behalf of both parties.
- c. The parties hereby consent to the jurisdiction of any Magistrate's Court having jurisdiction over their person in respect of any legal proceedings arising out of these Terms and Conditions and to the payment of all costs on an attorney-and-client scale including VAT, tracing fees and collection commission in respect of any legal proceedings instituted by the Service Provider pursuant to the entering into of this Agreement.
- d. In the event of any part of these Terms and Conditions being found to be partially or fully unenforceable, for whatever reason, this shall not affect the application or enforceability of the remainder of this Agreement.
- e. This Service Agreement and Terms and Conditions contain the record of the entire agreement between the Service Provider and the Subscriber. Failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor waiver of the right to enforce such provision.
- f. All CPE equipment that connects to the wireless network of the Service Provider must be and will remain the property of the Service Provider unless indicated otherwise, by the Service Provider, in the service Agreement. The Service Provider must have access to all CPE equipment connecting to its network at all reasonable times. All CPE equipment must be ICASA approved whether ownership resides with the Service Provider or the Subscriber.

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- g. The Subscriber shall be responsible to comprehensively insure the CPE equipment with insurance shall include but not be limited to lighting, electrical surge, fire, theft, malicious or accidental damage.

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- h. At termination of the Service, the Service Provider has the right to remove all CPE equipment leased to the Subscriber and/or belonging to the Service Provider, from the Subscriber's property or installation address, and the Subscriber irrevocably agrees to the removal of such CPE equipment and has no right to claim ownership.

- i. Normal business day shall be from Monday to Friday 08:00 to 17:00 and exclude any public holiday.

- j. The Service Provider shall be entitled from time to time to issue in writing such reasonable instructions as it may deem to be necessary in respect of the use of the Service or be in the interest of safety or quality of service and the Subscriber shall be bound by all such reasonable written instructions which shall be deemed to form part of this Agreement.

- k. The Service Provider may, for the duration of the Agreement and at its sole discretion, upgrade and/or replace CPE installed at the Subscriber's premises from time to time.

10. Notices and domiciles / address for service of legal notices

- a. The parties choose as their domicile or address for any notices in terms of this Agreement, as reflected on the Application Form of which these terms and conditions form a part. Notices may also be given in the form of a data message (e-mail).
- b. Data messages, including e-mail messages, sent by either party to the other be deemed to be received only when acknowledged (read receipt) or responded to.
- c. Any notice sent by facsimile shall be deemed to have been received by the other party by close of business on the business day following the sending of the fax.

I/We declare that to the best of my/our knowledge the information I/we provided in this service agreement is correct and that I/we read and understood the terms and conditions of this service agreement as provided by the service provider and accept it as binding. I am / we are authorised to sign this agreement.

Signed at _____ on this _____ day of _____

Authorised Signature

Authorised Signature

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RICA

In order to comply with the Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002 (RICA), section 39 we need the following documentation.

(Pty) Ltd & Ltd (/07 & /08)

1. Fully completed Business Subscriber Agreement
2. Signed Order on Company Letterhead
3. Copy of SA Bar Coded ID of authorised signatory
4. Copy of Company Registration Document(s)
5. Proof of banking account details in the name of the entity
6. Resolution (if applicable)

Section 21 Company (Schools, Churches, Trade Unions)

1. Fully completed Business Subscriber Agreement
2. Signed Order on Company Letterhead
3. Copy of SA Bar Coded ID of authorised signatory
4. Proof of banking account details in the name of the entity
5. Proof of rights to sign for signatory

Partnership

1. Fully completed Business Subscriber Agreement
(Signed by all partners)
2. Signed Order on Company Letterhead
3. Copy of SA Bar Coded ID of all partners
4. Copy of Partnership Agreement
5. Proof of banking account details in the name of the entity

Sole Proprietor

1. Fully completed Business Subscriber Agreement
2. Signed Order on Company Letterhead
3. Copy of SA Bar Coded ID of signatory
4. Proof of banking account details in the name of signatory
5. 3x Months Most Recent Non-Internet Bank Statements

Incorporated

1. Fully completed Business Subscriber Agreement
(Signed by all members)
2. Signed Order on Company Letterhead
3. Copy of SA Bar Coded ID of authorised signatory
4. Copy of Company Registration Document(s)
5. Proof of banking account details in the name of the entity

Close Corporation (/23)

1. Fully completed Business Subscriber Agreement
2. Signed Order on Company Letterhead
3. Copy of SA Bar Coded ID of member signing
4. Copy of Full CK Document
5. Proof of banking account details in the name of the entity
6. Personal Surety (if applicable)

Trust

1. Fully completed Business Subscriber Agreement
(All trustees to sign)
2. Signed Order on Company Letterhead
3. Copy of SA Bar Coded ID of all trustees
4. Copy of Trust Deed Documents
5. Proof of banking account details in the name of the trust
6. Letter of Authority

Government / Municipality

1. Fully completed Business Subscriber Agreement
2. Copy of Official Government Order
3. Copy of SA Bar Coded ID of signatory
4. Proof of banking account details in the name of the entity
5. Proof of rights to sign for signatory
6. Copy of Tender (if applicable)

Bronberg Connect Bank Details

Bank name: First National Bank

Account holder name: La Rochelle IT Solutions (Pty) Ltd

Bank account number: 62506992199

Bank branch code: 250655

Account type: Enterprise Business Account