KAGGA KAMMA
remote observatory

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TERMS AND CONDITIONS FOR REMOTE TELESCOPE HOSTING SERVICES
KAGGA KAMMA REMOTE OBSERVATORY

1. SERVICES PROVIDED

1.1 Hosting Services

Kagga Kamma Remote Observatory (KKRO) agrees to provide the following services:

- Space Allocation: Dedicated space on an observatory pier for your telescope equipment, ensuring proper positioning and stability for astro-imaging.
- Power Supply: Continuous electricity through the national grid, supplemented by backup solar/generator systems. While we will make every reasonable effort to maintain power availability, uninterrupted service cannot be guaranteed due to factors beyond our control. The observatory control system and roof motor will however have a separate backup supply, so that the observatory can be closed in the event of loss of power.
- Internet Connectivity: High-speed WIFI and LAN internet access
- Physical Security: 24/7 monitoring via CCTV and controlled access to the facility. However, KKRO cannot be held liable for theft or damage as a result of gross negligence.

1.2 Maintenance Services

- Routine Maintenance: Scheduled inspections and minor adjustments will be performed regularly to ensure optimal performance of hosted equipment.
- Emergency Repairs: Immediate attention will be given to critical issues affecting telescope operation or facility safety. Customers will be notified within 24 hours of any emergency interventions.
- Notice Period: Non-emergency maintenance requiring service interruption will be communicated to customers at least 72 hours in advance via email or on discord.

2. FEES AND PAYMENT TERMS

2.1 Pricing Structure

All fees are quoted in USD and include 15% VAT unless otherwise stated. Refer to Appendix A for detailed pricing of:
- Monthly pier rental fees (varying by pier size/type)
- Installation and technical support services

2.2 Payment Obligations

- Invoice Schedule: Recurring fees are billed monthly in advance, payable by the 1st of each month.
- Late payments: Accounts overdue by more than 15 days will incur interest at 2% per month (compounded monthly), in compliance with the National Credit Act. Services may be suspended after 30 days of non-payment.
- payments not paid on time could result in the telescope being removed from the pier immediately should KKRO have a waiting list. However, access to the telescope and pier will be discontinued if not paid within 15 days and after 30 days a reinstallation fee will result in a levy before access to the telescope is restored.
- Reservation and installation fee: A fee if $200 will be charged to reserve a pier and setup your equipment.

2.3 Tax Compliance

Customers are responsible for any additional taxes or duties required for equipment import/export, in accordance with SARS regulations. KKRO will provide contact details of an agent that will assist with customs clearance.

3. TERM AND TERMINATION

3.1 Contract Duration

This agreement operates on a month-to-month basis, automatically renewing unless terminated by either party. The initial term begins on the date of telescope installation and polar alignment.

3.2 Termination Process

- Clients may terminate with 14 days' written notice via email to astrocapetown@gmail.com. The notice period must conclude before the next billing cycle to avoid additional charges.
- KKRO may terminate immediately for material breach (e.g., non-payment, safety violations, or unauthorized equipment modifications).

3.3 Post-Termination Procedures

- Equipment Retrieval: Customers must arrange for collection within 60 days of termination. Storage fees of 10 USD/day will apply thereafter. There is a disassembly fee of $150.
- Abandoned Equipment: Unclaimed items may be sold after 90 days, with proceeds applied to outstanding balances (per the Magistrates' Court Act).

4. CUSTOMER RESPONSIBILITIES

4.1 Equipment Requirements

- Pre-Shipment Inspection: Telescopes must be fully operational before delivery to our facility. A complete inventory (including serial numbers, photos, and condition reports) is required upon booking.

- Special Needs: Notify KKRO in writing of any unique installation requirements (e.g., custom mounting plates, pier camera etc.).

4.2 Regulatory Compliance

Import/Export: Customers are responsible for:
- Obtaining necessary ITAC permits for equipment importation
- Paying all customs duties and VAT on imported goods
- Providing prepaid shipping labels for equipment return

4.3 Insurance Advisory

While not mandatory, we strongly recommend comprehensive insurance coverage for:
- Theft or damage to equipment
- Third-party liability during equipment operation

5. KKRO OBLIGATIONS

5.1 Infrastructure

- Power Management: Automated switching to backup systems for the control systems and roof motor during outages, with alerts via discord for extended periods of disruption.
- Network Stability: Redundant internet connections with a symmetrical 50Mbps bandwidth during prime observing hours (astronomical dusk to astronomical dawn). While we will endeavor to maintain a stable internet connection, we are not responsible for any technical issues or outages.

5.2 Security Protocols

- Access control at all facility entry points
- Fire suppression systems in equipment rooms
- Daily security patrols

6. INSTALLATION PROCEDURES

6.1 Timeline

Installation will be completed within 30 days of equipment arrival, contingent upon:
- Receipt of all customer documentation
- Payment of installation fees
- Facility readiness

6.2 Installation Restrictions

- Only KKRO-certified technicians may handle equipment installation
- Customers may supervise remotely via video link or in person if arranged in advance.

7. FACILITIES MANAGEMENT

7.1 Support Services

- Basic Support: Included in monthly fees (e.g., rebooting systems, cable checks and filter changes). In the case of filter changes, these will only be done during the day.
- Advanced Support: Billed at 50 USD/hour (e.g., collimation, software troubleshooting)

7.2 Maintenance Windows

Quarterly maintenance will occur on:
- First Tuesday of March, June, September, and December
- 6am - 6pm

8. SITE ACCESS POLICY

8.1 Visitor Protocol
- All visits require 14 days' prior approval
- Maximum 2 guests per customer
- Safety briefing mandatory before facility entry

Note that KKRO is at a remote location with limited accommodation and food, so visit planning is essential.

8.2 Remote Monitoring

Customers may access:
- Live telescope feeds
- Facility weather data
- Power status dashboards

9. ENVIRONMENTAL DISCLAIMERS

9.1 Weather Guarantees

No refunds or credits will be issued for:
- Cloudy nights
- Atmospheric turbulence
- Dust storms
- Light pollution variations

10. EQUIPMENT TRANSFER PROCESS

10.1 Ownership Changes

To transfer telescope ownership:
1. Notify Company 30 days in advance
2. Provide new owner's contact information
3. Pay 100 USD transfer processing fee

10.2 New Owner Requirements

Must complete:
- Credit application
- Equipment orientation
- Contract signing

11. DATA PROTECTION

11.1 Privacy Measures

- All customer data encrypted at rest and in transit
- Two-factor authentication for remote access
- Regular security audits

11.2 Data Retention

- Observation data: Retained indefinitely unless deletion requested
- Personal information: Deleted after 12 months post-termination

12. LIABILITY PROVISIONS

12.1 Damage Compensation

Maximum liability is limited to:
- 250 USD for equipment damage

12.2 Exclusions

No liability for:
- Acts of nature (floods, lightning etc)
- Civil unrest
- Third-party service failures

Compensation is only covered against cases of gross negligence on the part of KKRO and its staff. ALL other claims will have to be for the telescope owner’s insurance.

13. INDEMNIFICATION

Customers agree to cover:

- Legal costs from negligence claims
- Damage to other customers' equipment
- Regulatory fines from non-compliance

14. DISPUTE RESOLUTION

14.1 Mediation

- Mandatory 30-day negotiation period
- AFSA-certified mediator

14.2 Arbitration

- Binding decision within 60 days
- Each party bears own costs

15. GENERAL TERMS

15.1 Contract Changes

- Requires written agreement
- 30 days' notice for fee adjustments

15.2 Notices

- Email sufficient for routine communications
- Registered mail for legal notices

ANNEXURE A - PRICING SCHEDULE

ACCEPTANCE
KAGGA KAMMA REMOTE OBSERVATORY
Name: _____
Title: _____
Signature: _____
Date: _____
CUSTOMER
Name: _____
Signature: _____
Date: _____

Annexure A

KAGGA KAMMA - THE SOUTHERN HEMISPHERE - REMOTE OBSERVATORY

Pier Type	Swing Diameter		Pricing per Month	Setup / Booking Fee	Description
	Millimeter	Inches	USD	USD	GUIDELINES ONLY MEASURE AS DESCRIBED
See_Star	300	11,8	90	200	Suitable for a See Star ONLY
T-1	820	32,3	145	200	Maximum 410mm Swing Radius. Typical rig would be a telescope of maximum 85mm aperture mounted on an AM-3 or similar
T-2	1200	47,2	195	200	Maximum 600mm Swing Radius. Typical rig would be a 120mm aperture or 11" SCT on a Sky Watcher EQ6R
T-3	1500	59,1	295	200	Maximum 750mm Swing Radius. Typical rig would be a refractor larger than 120mm on a Sky Watcher EQ8

Pier Size Selection

The piers T-1 to T-3 are for the use of a Telescope on an Equatorial Mount.
The sizes are determined by the available space for the Telescope to slew without any obstruction to itself or adjacent telescopes.
To match your Telescope to the required pier, you need to measure the distance from your Mount's Right Ascension axis to the furthest point on your telescope with all your accessories mounted.

(See Image)



Piggyback Scopes

Piggyback telescope fee: Add $95 per month for an additional system (for pier types 1 - 3 only.)
Each piggyback system will include an additional installation fee of $100.

Technical Support

Basic technical support: Included in the monthly pier rental fee is the addition and removal of lens caps for calibration frames, the refreshing of USB cables, power cycling of system components and filter changes.

Advanced technical support: This will be charged at $50 per hour and includes collimation and setup changes.