
GOVERNMENT NOTICE

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

No. R.1138

30 November 2007



INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

**ELECTRONIC COMMUNICATIONS ACT, 2005 (No. 36 OF 2005):
REGULATIONS**

**REGULATIONS REGARDING STANDARD TERMS AND CONDITIONS FOR INDIVIDUAL
LICENCES UNDER CHAPTER 3 OF THE ELECTRONIC COMMUNICATIONS ACT, 2005
(No. 36 OF 2005)**

The Independent Communications Authority of South Africa, in terms of section 8 read with section 4 of the Electronic Communications Act, 2005 (No. 36 of 2005) and 17E(2)(b) of the ICASA Act, 2000 (No. 13 of 2000), hereby prescribes regulations in the schedules.

**PARIS MASHILE
CHAIRPERSON
ICASA**

SCHEDULE 1

INDIVIDUAL BROADCASTING SERVICES LICENCES

1. INTERPRETATION

(1) In these regulations terms used have the same meaning as in the Electronic Communications Act, No. 36 of 2005, unless otherwise defined in these regulations:

“Act” means the Electronic Communications Act, 2005 (No. 36 of 2005);

“BS” means a broadcasting service;

“effective date” means the date on which the Licence is issued;

“Licence” means the Individual Broadcasting Service Licence issued to the Licensee in the form contained in Annexure A of these regulations;

“Licensee” means the person named in the Licence; and

“Schedule” means the schedule to the Licence containing the specific terms and conditions which the Authority has imposed upon the Licensee in terms of section 9(7) of the Act and the related legislation.

(2) Should any specific provision of these regulations become void or unenforceable as a result of a change in law, or final judgment of a court of competent jurisdiction, all other provisions hereof will continue to remain in force notwithstanding.

2. COMPLIANCE

A Licensee must comply with the provisions of the Act and the related legislation.

3. NOTIFICATION OF LICENSEE DETAILS AND INFORMATION

A Licensee must submit written notice to the Authority within seven (7) days of the occurrence of changes in respect of:

- (a) the board of directors of the Licensee;
- (b) the name of the Licensee; and
- (c) the shareholders' agreement or similar agreement governing the affairs of the Licensee.

4. LICENCE AREA

The licence area is as specified in the Schedule.

5. DURATION OF THE LICENCE

The following Licences are valid for the following periods from the effective date:

- (a) Public or commercial free to air television BS: fifteen (15) years;
- (b) Subscription BS: fifteen (15) years; and
- (c) Public or commercial free to air sound BS: ten (10) years.

6. COMMENCEMENT OF OPERATIONS

A Licensee must commence operation of the BS specified in the Licence within:

- (a) six (6) months from the effective date in respect of free to air sound BS;
- (b) twelve (12) months from the effective date in respect of free to air television BS; or
- (c) twelve (12) months from the effective date in respect of subscription BS.

unless the Authority grants, on good cause shown, an extended commencement period on written application, prior to the expiry of the period referred in sub-clauses (a) and (b).

7. HOURS OF OPERATIONS

(1) A Licensee must provide broadcast services for twenty four (24) hours per day unless the Authority has approved a shorter schedule of daily broadcast operations as specified in the Schedule.

(2) Where a Licensee cannot provide the licensed service due to circumstances beyond a Licensee's reasonable control, for a continuous period of twelve (12) hours or longer, a Licensee must notify the Authority in writing of such circumstances within twenty four (24) hours of the occurrence thereof.

8. SERVICES TO BE PROVIDED BY THE LICENSEE

A Licensee must in terms of these regulations provide one of the following BS:

- (a) Public free to air television BS;
- (b) Commercial free to air television BS;
- (c) Public free to air sound BS;
- (d) Commercial free to air sound BS; or
- (e) Subscription (sound and/or television) BS.

9. SAFETY MEASURES

A Licensee must, in respect of all apparatus, equipment and installations that it owns, leases or uses, take such safety measures as may be prescribed and in any event such reasonable and necessary safety measures to safeguard life or property, and limit exposure to electromagnetic emission, radiation and related risks.

10. PROVISION OF INFORMATION

- (1) The Authority may, in the course of carrying out its obligations under the Act, require a Licensee to provide information, so as to enable it to:
 - (a) monitor and enforce consumer protection, quality of service, competition and other requirements of the Act and related legislation;
 - (b) allow for the assessment and allocation of applicable fees and related requirements;
 - (c) facilitate the efficient use of scarce resources; and
 - (d) collect and compile aggregate information to be used for the purposes of sectoral planning and reporting.
- (2) In respect of each information request referred to in sub-clause (1), except where otherwise addressed in applicable regulations, the Authority will provide, among other things, detailed specifications of its information request, applicable response times and a contact person to address queries to in the matter concerned.

11. CHANNEL AUTHORISATION

- (1) Where a Licensee's BS is a multi-channel service, no channel may be broadcast as part of the BS unless such channel has been authorised in writing by the Authority.
- (2) A Licensee must apply in writing to the Authority for such channel authorisation.

(3) If the Authority does not respond to such written application for channel authorisation within thirty (30) days of the date of receipt of the channel authorisation application, the Authority is deemed to have approved the broadcast of the channel in question by a Licensee.

12. PUBLIC SERVICE ANNOUNCEMENTS

A Licensee must broadcast:

(a) when requested by the National or a Provincial Commissioner of Police, without charge, any information or other matter concerning a disaster or immediate grave danger to public safety and security which the Commissioner may and on reasonable grounds request to be broadcast. Such request should be confirmed in writing by the Commissioner concerned within twenty-four (24) hours; and

(b) any other public service announcements in the public interest as may be requested by the Authority in writing.

13. GENERAL OBLIGATIONS OF LICENSEES

(1) A Licensee shall inform the Authority, in writing, within fourteen (14) days of:

(a) any judgment or judgments given in a court of law against it; and

(b) any conviction in respect of an offence involving dishonesty of any of its directors or senior managers.

(2) A Licensee shall keep the following records, in accordance with the template determined by the Authority and provided to a Licensee, relating to its broadcasting activities and provide same to the Authority on a quarterly basis:

(a) a log of all advertisements broadcast;

(b) a log of the percentage of air-time per hour allocated to advertisements;

(c) a log of all sponsorships received for programmes, news, game shows, welfare activities or similar programming together with details of payment, financial or otherwise, received for such sponsorship; and

(d) a log of programmes broadcast.

- (3) A station must clearly identify itself at intervals of not more than thirty (30) minutes.

14. SPECIFIC TERMS AND CONDITIONS

The Authority may impose additional specific terms and conditions upon a Licensee in terms of section 9(7) of the Act, and the related legislation. These specific terms and conditions will be contained in the Schedule and may include but are not limited to:

- (a) geographic coverage area of the licensed BS setting out the scope of coverage (regional or national) and universal service and access targets, if any;
- (b) technology platform to be used in providing the licensed BS (eg terrestrial analogue, terrestrial digital, cable, satellite etc);
- (c) language(s) of the licensed BS;
- (d) format of the licensed BS, including but not limited to the content and presentation type of the sound and/or television BS eg full service, adult contemporary, talk radio etc;
- (e) local content obligations of the licensed BS in addition to those prescribed by the Authority;
- (f) other general programming obligations of the licensed BS, including without limitation, obligations in respect of news, actuality programming, political issues of public interest, educational programming and programming to meet the needs of children, the youth, women and disabled persons etc;
- (g) ownership and control structures of the Licensee;
- (h) obligations in respect of ownership and control by persons from historically disadvantaged groups in respect of the Licensee, in addition to those prescribed by the Authority;
- (i) industry human resources training and skills development requirements of the licensed BS;
- (j) community-related obligations of the licensed BS;
- (k) broadcast hours of the licensed BS if fewer than twenty four (24) hours per day; and
- (l) in relation to the South African Broadcasting Corporation:
 - (i) its obligations in respect of publicising the Television Licence fee;
 - (ii) cross-subsidisation issues as between its public commercial and public services; and
 - (iii) the provision of audited financial statements to the Authority.

15. OBLIGATIONS THAT APPLY IN RESPECT OF SUBSCRIPTION BROADCASTING SERVICES ONLY

(1) A subscription BS Licensee may not provide a subscription service, unless the price(s) for the service and other terms and conditions of the provision of such service have been made known to the public by:

- (a) making such prices and terms and conditions available for inspection at its offices during business hours;
- (b) providing such details to anyone who requests same at no charge; and
- (c) providing such details on its website, if any.

(2) A subscription BS Licensee must submit to the Authority:

- (a) details of the price(s) for its service and other terms and conditions of the provision of such service within 30 days of commencing such service; and
- (b) on a bi-annual basis, a record of the actual services provided and the actual tariffs charged therefor during the previous six months.

(3) Billing Obligations of Subscription BS Licensees:

- (a) The Licensee must at no charge provide a detailed and accurate invoice and/or statement of services rendered to any subscriber.
- (b) Such invoice and/or statement of services rendered must include, among other things, the following information for the entire period covered by such invoice or statement:
 - (i) detail of all services rendered to the customer or subscriber;
 - (ii) the breakdown of the different charges associated with such services; and
 - (iii) the applicable service pricing for the period of use covered by such invoice or statement.

(4) Every subscription BS Licensee must provide a copy of its audited financial statements to the Authority within three (3) months of the end of its financial year to enable the Authority to ascertain whether or not section 60(4) of the Act has been complied with by the Licensee.

15. CONFIDENTIALITY

Where a Licensee requests confidentiality in respect of the information provided in terms of these regulations, the provisions of section 4D of the ICASA Act shall apply.

16. CONTRAVENTION AND FINES

(1) In terms of section 17E(2)(b) of the ICASA Act, the Authority may impose on a Licensee a fine not exceeding 10% of revenue in the preceding financial year subject to a maximum of Ten Million Rands (R10 000 000) for each contravention of these regulations.

(2) Repeated contraventions of these regulations will be dealt with in terms of the other applicable provisions of the ICASA Act.

17. NOTICES AND ADDRESSES

(1) Any notice or certification given by the Authority or the Licensee shall be in writing and:

- (a) if delivered by hand to the recipient's address, it shall be deemed, until the contrary is proved, that it has been received at the time of delivery;
- (b) if posted by pre-paid registered post from an address within the Republic of South Africa, it shall be deemed, until the contrary is proved, to have been received on the 14th day after the date of posting; or
- (c) if sent by facsimile transmission during normal business hours, proof of successful transmission shall be deemed to be proof of receipt, unless the contrary is proved.

(2) A Licensee shall provide the Authority with an address where it will accept formal service of letters, documents and legal process in this regard as well as a fax and telephone number on which it can be contacted as set out in the Licence. A Licensee shall further notify the Authority in writing of any change in such address, fax and telephone numbers prior to the changes being effected.

ANNEXURE A



Independent Communications Authority of South Africa

INDIVIDUAL BROADCASTING SERVICE LICENCE

No.

GRANTED

TO

.....

FOR THE PROVISION OF

.....

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF
SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson

1. LICENSEE

The Licence is issued to:

- 1.1. Name of Company/Entity:.....
- 1.2. Shareholders:(*where applicable*):.....
- 1.3. Ownership held by persons from historically disadvantaged groups: (*where applicable*):.....

2. CONTACT DETAILS

2.1. The contact person for the Licensee shall be:

- 2.1.1. Name:.....
- 2.1.2. Tel:
- 2.1.3. Fax:.....
- 2.1.4. Cell:.....
- 2.1.5. Email:.....

2.2. Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designate person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

3.1. Postal Address:..... and

7.2 Physical Address:.....

.....

.....

SCHEDULE 2

INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICES LICENCES

1. INTERPRETATION

(1) In these regulations terms used have the same meaning as in the Electronic Communications Act, (No. 36 of 2005) unless otherwise defined in these regulations:

“Act” means the Electronic Communications Act, 2005 (Act No. 36 of 2005);

“ECN” means an electronic communications network;

“ECNS” means an electronic communications network service;

“effective date” means the date on which the Licence is issued;

“Licence” means the individual ECNS Licence issued to the Licensee in the form contained in Annexure B of these regulations;

“Licensee” means the person named in the Licence; and

“Schedule” means the schedule to the Licence containing the specific terms and conditions which the Authority has imposed upon the Licensee in terms of section 9(7) of the Act and the related legislation.

(2) Should any specific provision of these regulations become void or unenforceable as a result of a change in law, or final judgment of a court of competent jurisdiction, all other provisions hereof will continue to remain in force notwithstanding.

2. COMPLIANCE

A Licensee must comply with the provisions of the Act and the related legislation.

3. NOTIFICATION OF LICENSEE DETAILS AND INFORMATION

A Licensee must submit written notice to the Authority within seven (7) days of the occurrence of changes in respect of -

- (a) the board of directors of the Licensee;
- (b) the name of the Licensee; and
- (c) the shareholders' agreement or similar agreement governing the affairs of the Licensee.

4. LICENCE AREA

The licence area is as defined in the Licence issued to a Licensee.

5. DURATION OF THE LICENCE

The Licence is valid for twenty (20) years from the effective date.

6. COMMENCEMENT AND OPERATION OF SERVICE

(1) A Licensee must commence operation of the ECNS specified in the Licence within twelve (12) months from the effective date, unless the Authority grants, on good cause shown, an extended commencement period on written application, prior to the expiry of the twelve (12) months.

(2) Where a Licensee cannot provide the licensed service due to circumstances beyond a Licensee's reasonable control, for a continuous period of twelve (12) hours or longer, a Licensee must notify the Authority in writing of such circumstances within twenty four (24) hours of the occurrence thereof.

7. SERVICES TO BE PROVIDED BY THE LICENSEE

A Licensee must construct, operate and maintain an ECN as well as provide ECNS in the licence area.

8. SAFETY MEASURES

A Licensee must, in respect of all apparatus, equipment and installations that it owns, leases or uses, take such safety measures as may be prescribed and in any event such reasonable and necessary safety measures to safeguard life or property, and limit exposure to electromagnetic emission, radiation and related risks.

9. PROVISION OF INFORMATION

(1) The Authority may, in the course of carrying out its obligations under the Act, require a Licensee to provide information, so as to enable it to:

- (a) monitor and enforce consumer protection, quality of service, competition and other requirements of the Act and related legislation;
 - (b) allow for the assessment and allocation of applicable fees and related requirements;
 - (c) facilitate the efficient use of scarce resources; and
 - (d) collect and compile aggregate information to be used for the purposes of sectoral planning and reporting.
- (2) In respect of each information request referred to in sub-clause (1), except where otherwise addressed in applicable regulations, the Authority will provide, among other things, detailed specifications of its information request, applicable response times and identify a contact person to address queries to in the matter concerned.

10. PUBLICATIONS OF TARIFFS AND FEES

- (1) A Licensee may not provide any service for a charge, fee or other compensation, unless the price(s) for the service and other terms and conditions of the provision of such service:
- (a) have been made known to the public by:
 - (i) making such prices and terms and conditions available for inspection at its offices during business hours;
 - (ii) providing such details to anyone who requests same at no charge; and
 - (iii) providing such details on its website, if any; and
 - (b) have been filed with the Authority at least seven (7) days prior to the provision of the said service. In making such a filing, a Licensee must utilise a format approved by the Authority in writing.
- (2) A Licensee must provide to the Authority on a bi-annual basis, a record of the actual services provided and the actual tariffs charged therefor during the previous six months.

11. METERING AND BILLING ARRANGEMENTS

- (1) A Licensee shall install and operate metering and billing systems which accurately record the extent of the service(s) provided to any end-user.
- (2) A Licensee must provide a detailed and accurate invoice and/or statement of services rendered to any end-user at no charge, except where the end-user is either a Licensee or a provider of services under a licence exemption pursuant to Section 6 of the Act.

(3) The invoice and/or statement of services rendered must include information for the entire period covered by such invoice or statement as follows:

- (a) details of services rendered to the end-user; and
- (b) breakdown of charges associated with such services.

12. CONFIDENTIALITY

Where a Licensee requests confidentiality in respect of the information provided in terms of these regulations, the provisions of section 4D of the ICASA Act shall apply.

13. SPECIFIC TERMS AND CONDITIONS

The Authority may impose additional terms and conditions upon the Licensee in terms of section 9(7) of the Act and the ICASA Act. These specific terms and conditions will be contained in the Schedule and may include but are not limited to:

- (a) licence area;
- (b) ownership and control structures of the Licensee;
- (c) requirements for ownership and control by persons from historically disadvantaged groups in respect of the Licensee, in addition to any prescribed by the Authority;
- (d) industry human resources training and skills development requirements of the licensed ECNS;
- (e) service requirements and quality standards; and
- (f) universal service and access obligations, including without limitation, detailed roll-out obligations and incentives for the provision of ECNS in rural and under-served areas, imposed by the Authority in addition to the payment of the prescribed contribution to the Universal Service and Access Fund.

14. CONTRAVENTION AND FINES

(1) In terms of section 17E(2)(b) of the ICASA Act, the Authority may impose on a Licensee a fine not exceeding 10% of revenue in the preceding financial year subject to a maximum of Ten Million Rands (R10 000 000) for each contravention of these regulations.

(2) Repeated contraventions of these regulations will be dealt with in terms of the other applicable provisions of the ICASA Act.

15. NOTICES AND ADDRESSES

(1) Any notice or certification given by the Authority or a Licensee shall be in writing and:

- (a) if delivered by hand to the recipient's address, it shall be deemed, until the contrary is proved, that it has been received at the time of delivery;
- (b) if posted by pre-paid registered post from an address within the Republic of South Africa, it shall be deemed, until the contrary is proved, to have been received on the 14th day after the date of posting; or
- (c) if sent by facsimile transmission during normal business hours, proof of successful transmission shall be deemed to be proof of receipt, unless the contrary is proved.

(2) A Licensee shall provide the Authority with an address where it will accept formal service of letters, documents and legal process in this regard as well as a fax and telephone number on which it can be contacted as set out in the Licence. A Licensee shall further notify the Authority in writing of any change in such address, fax and telephone numbers prior to the changes being effected.

ANNEXURE B



Independent Communications Authority of South Africa

INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICE LICENCE

No.

GRANTED

TO

.....

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS NETWORK SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF
SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson

1. LICENSEE

The Licence is issued to:

- 1.1. Name of Company/Entity:.....
- 1.2. Shareholders(*where applicable*):.....
- 1.3. Ownership held by persons from historically disadvantaged groups (*where applicable*):.....

2. CONTACT DETAILS

2.1. The contact person for the Licensee shall be:

- 2.1.1. Name:.....
- 2.1.2. Tel:
- 2.1.3. Fax:.....
- 2.1.4. Cell:.....
- 2.1.5. Email:.....

2.2. Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designate person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

Postal Address:..... and	Physical Address:.....
.....
.....
.....
.....

SCHEDULE

SCHEDULE 3

INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICES LICENCES

1. INTERPRETATION

(1) In these regulations terms used have the same meaning as in the Electronic Communications Act, No. 36 of 2005, unless otherwise defined in these regulations:

“Act” means the Electronic Communications Act, 2005 (Act No. 36 of 2005);

“ECN” means an electronic communications network;

“ECNS” means an electronic communications network service;

“ECS” means an electronic communications service;

“effective date” means the date on which the Licence is issued;

“Licence” means the individual ECS Licence issued to the Licensee in the form contained in Annexure C of these regulations;

“Licensee” means the person named in the Licence;

“PECN” means a private electronic communications network; and

“Schedule” means the schedule to the Licence containing the specific terms and conditions which the Authority has imposed upon the Licensee in terms of section 9(7) of the Act and the related legislation.

(2) Should any specific provision of these regulations become void or unenforceable as a result of a change in law, or final judgment of a court of competent jurisdiction, all other provisions hereof will continue to remain in force notwithstanding.

2. COMPLIANCE

A Licensee must comply with the provisions of the Act and the related legislation.

3. NOTIFICATION OF LICENCEE DETAILS AND INFORMATION

A Licensee must submit written notice to the Authority within seven (7) days of the occurrence of changes in respect of -

- (a) the board of directors of the Licensee;
- (b) the name of the Licensee; and

SCHEDULE 3

INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICES LICENCES

1. INTERPRETATION

(1) In these regulations terms used have the same meaning as in the Electronic Communications Act, No. 36 of 2005, unless otherwise defined in these regulations:

“Act” means the Electronic Communications Act, 2005 (Act No. 36 of 2005);

“ECN” means an electronic communications network;

“ECNS” means an electronic communications network service;

“ECS” means an electronic communications service;

“effective date” means the date on which the Licence is issued;

“Licence” means the individual ECS Licence issued to the Licensee in the form contained in Annexure C of these regulations;

“Licensee” means the person named in the Licence;

“PECN” means a private electronic communications network; and

“Schedule” means the schedule to the Licence containing the specific terms and conditions which the Authority has imposed upon the Licensee in terms of section 9(7) of the Act and the related legislation.

(2) Should any specific provision of these regulations become void or unenforceable as a result of a change in law, or final judgment of a court of competent jurisdiction, all other provisions hereof will continue to remain in force notwithstanding.

2. COMPLIANCE

A Licensee must comply with the provisions of the Act and the related legislation.

3. NOTIFICATION OF LICENCEE DETAILS AND INFORMATION

A Licensee must submit written notice to the Authority within seven (7) days of the occurrence of changes in respect of -

- (a) the board of directors of the Licensee;
- (b) the name of the Licensee; and

- (c) the shareholders' agreement or similar agreement governing the affairs of the Licensee.

4. LICENCE AREA

The licence area for operations under this licence is the Republic or any part thereof.

5. DURATION OF THE LICENCE

The Licence is valid for fifteen (15) years from the effective date.

6. COMMENCEMENT AND OPERATION OF SERVICE

(1) A Licensee must commence operation of the ECS specified in the Licence within six (6) months from the effective date, unless the Authority grants, on good cause shown, an extended commencement period on written application, prior to the expiry of the six (6) months.

(2) Where a Licensee cannot provide the licensed service due to circumstances beyond a Licensee's reasonable control, for a continuous period of twelve (12) hours or longer, a Licensee must notify the Authority in writing of such circumstances within twenty four (24) hours of the occurrence thereof.

7. SERVICES TO BE PROVIDED BY THE LICENSEE

A Licensee must provide ECS (including voice telephony utilising numbers from the national numbering plan) by means of an ECN operated by an ECNS Licensee or a licence-exempt PECN operator.

8. SAFETY MEASURES

A Licensee must, in respect of all apparatus, equipment and installations it owns, leases or uses, take such safety measures as may be prescribed and in any event such reasonable and necessary safety measures to safeguard life or property, and limit exposure to electromagnetic emission, radiation and related risks.

9. PROVISION OF INFORMATION

- (1) The Authority may, in the course of carrying out its obligations under the Act, require a Licensee to provide information, so as to enable it to:
- (a) monitor and enforce consumer protection, quality of service, competition and other requirements of the Act and related legislation;
 - (b) allow for the assessment and allocation of applicable fees and related requirements;
 - (c) facilitate the efficient use of scarce resources; and
 - (d) collect and compile aggregate information to be used for the purposes of sectoral planning and reporting.
- (2) In respect of each information request referred to in sub-clause (1), except where otherwise addressed in applicable regulations, the Authority will provide, among other things, detailed specifications of its information request, applicable response times and identify a contact person to address queries to in the matter concerned.

10. PUBLICATION OF TARIFFS AND FEES

- (1) A Licensee may not provide any service for a charge, fee or other compensation, unless the price(s) for the service and other terms and conditions of the provision of such service:
- (a) have been made known to the public by:
 - (i) making such prices and terms and conditions available for inspection at its offices during business hours;
 - (ii) providing such details to anyone who requests same at no charge; and
 - (iii) providing such details on its website, if any; and
 - (b) have been filed with the Authority at least seven (7) days prior to the provision of the said service. In making such a filing, a Licensee must utilise a format approved by the Authority in writing.
- (2) A Licensee must provide to the Authority on a bi-annual basis, a record of the actual services provided and the actual tariffs charged therefor during the previous six months.

11. METERING AND BILLING ARRANGEMENTS

(1) A Licensee shall install and operate metering and billing systems which accurately record the extent of the service(s) provided to any end-user.

(2) A Licensee must provide a detailed and accurate invoice and/or statement of services rendered to any end-user at no charge, except in the following instances:

- (a) where the end-user is either a Licensee or a provider of services under a licence exemption pursuant to Section 6 of the Act; or
- (b) where the end-user obtains services exclusively on a prepaid basis and the prices and terms of such prepaid service have been disclosed at the time of purchase.

(3) The invoice and/or statement of services rendered must include information for the entire period covered by such invoice or statement as follows:

- (a) details of services rendered to the end-user; and
- (b) breakdown of charges associated with such services.

12. CONFIDENTIALITY

Where the Licensee requests confidentiality in respect of the information provided in terms of these regulations, the provisions of section 4D of the ICASA Act shall apply.

13. SPECIFIC TERMS AND CONDITIONS

The Authority may impose additional terms and conditions upon the Licensee in terms of section 9(7) of the Act and the **ICASA Act**. These specific terms and conditions will be contained in the Schedule and may include but are not limited to:

- (a) ownership and control structures of the Licensee;
- (b) requirements for ownership and control by persons from historically disadvantaged groups in respect of the Licensee, in addition to any prescribed by the Authority;
- (c) industry human resources training and skills development requirements of the licensed ECS;
- (d) universal service and access obligations imposed by the Authority in addition to the payment of the prescribed contribution to the Universal Service and Access Fund;
- (e) service requirements and quality standards;

- (f) requirements in respect of subscribers and consumers with disabilities in addition to those prescribed by the Authority; and
- (g) requirements in respect of directories and directory enquiry services.

14. CONTRAVENTION AND FINES

(1) In terms of section 17E(2)(b) of the ICASA Act, the Authority may impose on a Licensee a fine not exceeding 10% of revenue in the preceding financial year subject to a maximum of Ten Million Rands (R10 000 000) for each contravention of these regulations.

(2) Repeated contraventions of these regulations will be dealt with in terms of the other applicable provisions of the ICASA Act.

15. NOTICES AND ADDRESSES

(1) Any notice or certification given by the Authority or the Licensee shall be in writing and:

- (a) if delivered by hand to the recipient's address, it shall be deemed, until the contrary is proved, that it has been received at the time of delivery;
- (b) if posted by pre-paid registered post from an address within the Republic of South Africa, it shall be deemed, until the contrary is proved, to have been received on the 14th day after the date of posting; or
- (c) if sent by facsimile transmission during normal business hours, proof of successful transmission shall be deemed to be proof of receipt, unless the contrary is proved.

(2) A Licensee shall provide the Authority with an address where it will accept formal service of letters, documents and legal process in this regard as well as a fax and telephone number on which it can be contacted as set out in the Licence. A Licensee shall further notify the Authority in writing of any change in such address, fax and telephone numbers prior to the changes being effected.

ANNEXURE C



Independent Communications Authority of South Africa

INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICE LICENCE

No.

GRANTED

TO

.....

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS SERVICES

**SIGNED FOR AND ON BEHALF OF THE INDEPENDENT COMMUNICATIONS AUTHORITY OF
SOUTH AFRICA**

ATON THIS.....DAY OF

Chairperson

1. LICENSEE

The Licence is issued to:

1.1. Name of Company/Entity:.....

1.2. Shareholders (*where applicable*):.....

1.3. Ownership held by persons from historically disadvantaged groups (*where applicable*):.....

2. CONTACT DETAILS

2.1. The contact person for the Licensee shall be:

2.1.1. Name:.....

2.1.2. Tel:

2.1.3. Fax:.....

2.1.4. Cell:.....

2.1.5. Email:.....

2.2. Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designate person.

3. NOTICES AND ADDRESSES

The Licensee chooses the following addresses as its principal addresses:

Postal Address:..... and

Physical Address:.....

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SCHEDULE
