
GENERAL NOTICES • ALGEMENE KENNISGEWINGS

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA**NOTICE 966 OF 2015**

Independent Communications Authority of South Africa

Pinmill Farm, 164 Katherine Street, Sandton
Private Bag X10002, Sandton, 2146

**GENERAL NOTICE: THE DRAFT PUBLICATION END-USER AND
SUBSCRIBER SERVICE CHARTER REGULATIONS**

The Independent Communications Authority of South Africa ("The Authority") hereby publishes the draft amended End-User and Subscriber Service Charter in terms of Section 4 read with Section 69 (3) of the Electronic Communications Act, 2005 (Act No. 36 of 2005). The draft amendments to the End User and Subscriber Service Charter are intended to create a more informed consumer who is better able to select products and services best able to address their needs and circumstances.

The Authority has published a first draft of the amended regulation for public comments, held a workshop with operators to address some of the technical parameters of the regulation and solicited information on international roaming. The Authority also held provincial workshops with consumers to provide them with a more usable platform for their input to be incorporated into the regulations. All of the views expressed and comments received in each instance has been considered and this draft reflects comments received from the above mentioned processes. As this draft of the amended regulations incorporates comments from previous consultations, extensions to the submission deadline will not be considered. Below is an outline of the amended sections for ease of

reference.

Outline of amended sections of the draft regulation

1. **Definitions** – revised based on comments and to reflect amended provisions as contained in the draft regulation
5. Information to end-users – revised based on comments
6. **Promotions** – New
7. **International roaming** – revised based on comments
8. **Awareness of the Charter** – revised based on comments
9. **Billing** – revised based on comments
10. **Quality of Service Parameters** – revised based on comments
14. **Complaints** – revised based on comments
15. **ADR** – revised based on comments
16. **Redress** – revised based on comments
21. **Contraventions and penalties** – revised based on comments

Schedule 1 – reporting template revised to address the contents of the preceding regulations

A copy of the amended draft regulations is available on the Authority's website at <http://www.icasa.org.za> and in the ICASA Library at 164 Katherine Street, Pinmill Farm, Sandton, Block D, between 8h30 and 16h00, Monday to Friday.

Interested persons are invited to submit written comments on the proposed revised regulations not later than 30 days from the date of

publication of this notice. Submissions may be made via post, e-mail or hand delivery for the attention of Mr. Gumani Malebusha.

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2146

Hand delivery: Block C, Pinmill Farm, 164 Katherine Street, Sandton.

Email: gmalebusha@icasa.org.za or enduser@icasa.org.za

Kindly take note that comments received after the closing date may be disregarded.

General Enquiries

For general enquiries in terms of this notice please call Mr. Gumani Malebusha at 011 566 3423 or e-mail him on gmalebusha@icasa.org.za

Media Enquiries

Media queries may be directed to Mr. Paseka Maleka on 011 566 3455 or e-mail him at pmaleka@icasa.org.za.



Rubben Mohlaloga

Acting Chairperson

1. DEFINITIONS

In these Regulations any word or expression to which a meaning has been assigned in the Act bears that meaning unless the context otherwise indicates.

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

“Alternative Dispute Resolution” means a process or mechanism of the Authority or other recognized agent who can help resolve the end-user and subscriber’s complaint without litigation;

“Authority” means the Independent Communications Authority of South Africa established by section 3 of ICASA Act 13 of 2000, as amended;

“Availability of ECS” means the proportion of time that 100% of the national network services are operational. It means the total number of operational hours of the service less the total transmission down time or disruption to the service due to service failure divided by the total operational hours over a period of one month or quarter whichever is the monitoring cycle;

“Availability of ECNS” means the proportion of time that 100% of the national Network resources are available to the end-user including the base stations, base transceiver stations (BTS) and the mobile switching centres;

“Call Setup” means call processing events that occur during the time a call is being established, but not yet connected;

“Call Setup Success Ratio” the percentage of calls that are successfully set up and terminated as a percentage of the total call attempts;

“Call Setup Time” means time interval from the instant a user initiates a connection request until a complete message indicating call disposition is received by the calling terminal;

“Complaint” means any grievance by an end-user alleging non-compliance by a licensee with the terms and conditions of its licence, empowering legislation and underlying statutes;

“Connection” means network connections which may include network elements such as bridges, routers, switches and gateways as well as backbone networks;

“Connectivity Failure” means the inability of an electronic communications network system to connect end-users to the service;

“Connectivity Failure Rate” means the percentage of the total connection attempts to the number of failed connection attempts;

“Disconnection” means a process whereby a subscriber’s service is suspended or terminated by the service provider;

“Dropped Call” means a call which is established and assigned a traffic

channel but dropped prior to the deliberate completion by the user due to network problems;

“Dropped Call Rate” means the proportion of incoming and outgoing calls, which, once correctly established and therefore having been assigned a traffic channel, is dropped or interrupted prior to the deliberate completion by the user, the cause of the early termination being with the operator’s network;

“ECNS” means electronic communications network service;

“ECS” means electronic communications service;

“End-User” means a Subscriber and/or person who uses the services of a licensed service provider or uses a service pursuant to a licence exemption, referred to in Chapter 3 of the Act;

“Fault” means failure of a network which results in disruptions or degradation of services;

“Fault Clearance” means the successful resolution of a fault within prescribed timeframes;

“Fault Reporting” means the registering of a fault by the end-user with the licensee;

“Fixed Wireless” means the operation of wireless devices or systems at any fixed location;

“Fixed service” means a radio communication service between specified fixed points;

“ICASA Act” means the Independent Communications Authority of South Africa, of 2000 (Act No.13 of 2000) as amended;

“Installation” means installing the requested service to an End-user and /or subscriber;

“Latency” means the amount of time it takes to transmit data between the source and destination;

“Mobile Services” means a radio-communications service between land stations or between mobile stations;

“Opt-in service” means an express permission by a consumer to allow the service provider to provide services.

“Opt-out service” means methods by which consumers can avoid receiving unsolicited products or services.

“Point of Sale” means a physical service outlet or electronic transaction concluded via a website, over the telephone or other electronic means;

“Quality of Service” means a collective effect of service performance which determines the degree of satisfaction of a user of the service;

“Quality of Service Measurements” means the measurement of the licensee’s network performance using prescribed methodologies as determined by the Authority from time to time;

“Redress” means compensating end users and / or subscribers for a loss of service;

“Rebate” means a deduction from an amount payable as a result of service disruptions which affected the ability to use the service, based on a prescribed formula;

“Reporting Period” means the duration over which measurements are taken and recorded by a licensee over the previous 6 months;

“Reseller” means a person who –

- (a) Acquires, through lease or other commercial arrangements, any electronic communications network service or electronic communications service; and
- (b) Makes such electronic communications network service or electronic communications service available to subscribers for a fee, whether or not such electronic communications network services or electronic communications services made available by the Reseller –
 - (i) Are identical to the electronic communications network service or electronic communications service acquired;
 - (ii) Are packaged, bundled or otherwise regrouped to form a new or varied service offerings;
 - (iii) Are combined, linked or used in connection with

electronic communications facilities owned by the reseller; or

- (iv) Add value to such electronic communications network services or electronic communications services, and "resale" is construed accordingly;

"Service Activation" means activating the service purchased by the end-user;

"Service Activation Time" means the period from when a service request is accepted by a licensee to when a working service is made available for use to the End-user and /or Subscriber;

"Service Installation" means making the service available to the End-User and /or Subscriber;

"SMS" means a message which is sent through short message service;

"SMS Transmission Ratio" means the ratio of message transmission which is transmitted completely without errors between network termination points;

"Speech Quality" means the condition of the conversational speech without noise and echo interference;

"Subscriber" means a person who lawfully accesses, uses or receives a retail service of a licensee referred to in Chapter 3 for a fee or the retail services of a person providing a service pursuant to a licence exemption;

“Successful Log-in Ratio” means the ratio of successful log-ins to access the Internet when both the access network and the internet access provider network are available in full working order.

2. PURPOSE OF THE REGULATIONS

The purpose of these Regulations is to:

- (a) Prescribe minimum standards for electronic communications services provided to End-Users by:
 - (i) ECNS licensee (class and individual)
 - (ii) ECS licensee (class and individual)
 - (iii) Resellers
- (b) Ensure that the quality of service offered to End-Users is in accordance with the prescribed service parameters;
- (c) Protect the rights of End-Users in the electronic communications sector by:
 - (i) Ensuring the efficient and effective resolution of complaints;
 - (ii) Facilitating Redress to subscriber where appropriate.
- (d) Ensure that end-users are given relevant information to make an informed decision.

3. SCOPE AND APPLICATION OF THE REGULATIONS

These Regulations are applicable to:

- (a) ECNS licensees;

(b) ECS licensees; and

(c) Resellers.

4. END-USER AND SUBSCRIBER SERVICE CHARTER REGULATIONS

The End-User and Subscriber Service Charter regulations in respect of electronic communications are prescribed in terms of section 69(3) of the Act which sets the minimum standards applicable.

5. INFORMATION TO END-USERS AND SUBSCRIBERS

At the point of contracting

(1) The licensee must at the point of sale prior to concluding the contract or finalising a purchase order, provide an End-user or Subscriber with the following information at a minimum:

- (a) deposit payable;
- (b) applicable tariffs, including the out-of-bundle rates applicable;
- (c) applicable terms and conditions, including and in particular the terms and conditions applicable to the carry-over of minutes for voice and data;
- (d) applicable hardware cost;
- (e) connection fee payable, where applicable;
- (f) any mandatory administration fees;
- (f) applicable insurance costs; and
- (g) tariff, fee or cost changes during a term of contract;

- (h) termination process and formula to calculate applicable termination costs if the contract is terminated at any time prior to the expiry of the contract;
 - (i) confirmation that only reasonable costs will be recovered, and no penalties charged, if a contract is terminated due to affordability concerns as a result of price changes during the term of the contract; and
 - (j) complaints handling procedure.
- (2) The licensee must conduct periodic random checks of service outlets, but no less than once per annum, to determine the level of compliance with the information provision requirements as contained in sub-regulation (1) and contractually require indirect service outlets to provide compliance reports of the information provision requirements as contained in sub-regulation (1).
- (3) The licensee must submit a report on the number of random checks conducted including the information submitted by indirect service outlets, over the Reporting Period and the findings thereof, including remedies in instances where the above provisions are not wholly executed.

6. PROMOTIONS

- (1) The Authority must be notified no less than five (5) days prior to the launch of a promotion, which notification must include the information set out in sub-regulation (2).
- (2) Subject to regulation 5(1), an End-User must be provided with all relevant information in clear and simple language, across all platforms used to

communicate the promotion, which information includes but is not limited to;

- (a) terms and conditions of the promotion, including eligibility and fair usage policies;
- (b) duration of the promotion;
- (c) obligations at the expiry of the promotion which must include the ability to return to the package used prior to the promotion;
- (d) all applicable costs associated with the promotion.

- (3) Licensees must include a description of all promotions during a Reporting Period and the number of End-Users that participated in the promotion for such period.

7. INTERNATIONAL ROAMING

- (1) The licensee must send a welcome message to all End-Users roaming internationally via SMS with the following information:
 - (a) Toll-free voice, SMS and e-mail customer care contact details;
 - (b) Voicemail retrieval number and applicable rates;
 - (c) Roaming networks available upon arrival in a foreign country;
 - (d) Charges applicable to incoming and outgoing voice, data and incoming and outgoing SMS;
 - (e) An opt-in or opt out service that allows the consumer to demonstrate their decision to roam or stop roaming;
 - (f) A real-time roaming usage updates;

- (g) Regular updates of at least once every 24 hours, on the level of usage; current account balance; and remaining amount of data in relation to any applicable usage cap; and
 - (h) The operator must send a summary of the terms and conditions for roaming via SMS,
 - (i) A link to the section on the operator's website that sets out the terms and conditions for international roaming.
- (2) The licensee, its Reseller and/or its agent must ensure that all of the terms and conditions, including tariffs in respect of international roaming are clearly stated in simple language on the licensee's website and must be easily accessible.
- (3) The information in sub-regulation (2) must be available upon request at any Point of Sale.
- (4) Terms and Conditions must be communicated via e-mail and/or other means in writing to End-Users who activate international roaming telephonically.

8. AWARENESS OF THE CHARTER AND COMPLIANCE

- (1) The licensee must develop a consumer friendly version of the End-User and Subscriber Service Charter in simple language available on its website and available in hard copy at its service outlets.
- (2) The licensee must run awareness campaigns about the obligations contained in these regulations to enable informed decision making by End-Users.

- (3) The licensee must publish a consumer version of its compliance with these regulations within two (2) weeks of submission of the regulatory compliance report to the Authority, twice annually on its website.

9. BILLING

Itemised Billing

- (1) The licensee must have the ability to provide detailed itemised billing statements to all post-paid End-Users indicating the following information:
- (a) bundled calls (i.e. forming part of an End-User's tariff plan), specifying for each call, "0 cents" for in bundle calls, date, time, duration and recipient number;
 - (b) calls incurring a charge, specifying for each call the, date, time, duration, recipient number and cost;
 - (c) bundled SMS' (i.e. forming part of a subscriber's tariff plan), specifying for each SMS, "0 cents" for in bundle SMS', date, time and recipient number;
 - (d) SMS' incurring charges, specifying charges applicable, date, time and recipient number;
 - (e) bundled data (i.e. forming part of a subscriber's tariff plan), specifying for each data session, "0 cents" for in bundle data, date, time and, the total data use;
 - (f) out of bundle data specifying charges applicable, date, time and recipient numbers;

- (g) any additional charges incurred by the subscriber shall be listed in the "detailed itemised bill"; and
- (h) applicable billing period with a clear start and end dates, which must not be more than 30 days.

(2) The licensee must create online systems to enable subscribers to access and retrieve their electronic statements containing the detail set out in sub-regulation 9(1), at no charge.

(3) Any charges applied for the provision of a detailed itemised bill in hard copy format to post-paid subscribers, must be limited to cost recovery.

Provision of pre-paid usage report

(4) A pre-paid subscriber must upon request and subject to following any necessary validation measures, be provided with the option to, access a copy of a usage report which may be provided via e-mail or by post in response to a consumer complaint where usage is questioned, within fourteen (14) days of the licensee receiving such request.

(5) Any charges applied by the licensee, for the provision of a detailed usage report in hard copy format to pre-paid subscribers, must be limited to cost recovery.

Third Party Billing

(6) The licensee must:

- (a) require third parties providing any service, that may require third party billing, to belong to and comply with any applicable industry representative body's code of conduct and policies;
- (b) confirm subscription with End-Users first before billing their account on behalf of third parties; and
- (7) End-Users must be provided with the option to opt in or opt out of third party services free of charge at any time.

10. QUALITY OF SERVICE

- (1) Network and service availability will be measured using the parameters listed in sub-regulations 10(2) to (3) below.

Availability of ECNS

- (2) The applicable measurement parameters for ECNS:

Parameter	Target	Reporting Period
Fixed services	97% network and service availability averaged over 6 months	6 monthly
Fixed wireless services	95% network and service availability averaged over 6	6 monthly

	months	
Mobile services	95% network and service availability averaged over 6 months	6 monthly

Availability of ECS

(3) The applicable measurement parameters for ECS:

Parameter	Target	Reporting period
Fixed Wireless services	95% service availability averaged over 6 months	6 monthly
Mobile services	95% service availability averaged over 6 months	6 monthly

(4) Compliance reporting in respect of the parameters listed in sub-regulations (2) and (3) must be submitted to the Authority twice annually, in February and August, of each year. Reporting must be in accordance with the prescribed format included in Schedule 1.

Installation and activation of services

(5) The parameters set out in sub-regulation (6) are applicable to the installation and activation of fixed, fixed wireless and mobile services respectively.

Time to Install and Activate Services

(6) The applicable measurement parameters:

Parameter	Target	Reporting Period
Installation		
Fixed Services	Residential Services	95% of qualifying applications successfully installed within 20 days, inclusive from the date of request
	Business Services	90% of qualifying applications successfully installed within 25 days, inclusive from the date of request.
6 monthly	6 monthly	

Activation		
Fixed Wireless	95% of qualifying applications activated within 48 hours, inclusive of the date of request	6 monthly
Mobile Services	99% of qualifying applications activated within 48 hours, inclusive of the date of application.	6 monthly

(7) Compliance reporting in respect of the parameters listed in sub-regulation (6) must be submitted to the Authority twice annually, in February and August, of each year in the prescribed format included in Schedule 1.

(8) Non-compliance with targets contained in sub-regulations (2), (3) and (6) must be reported in the following manner:

- (a) number of applications not installed or activated within the prescribed timeframes above;
- (b) category of service (residential or business), and geographic areas where applications were not installed or activated; and
- (c) an explanation for the variance.

Fault clearance

(9) The parameters set out in sub-regulation (10) are applicable to fault clearance.

(10) The applicable measurement parameters:

Parameter	Target	Reporting Period
Fixed	90% of faults cleared within three (3) days, inclusive of the date of the fault report if reported before midday, or the next business day if reported after midday.	6 monthly
Mobile Services	95% of faults cleared within 24 hours and the remaining 5% within 48 hours	6 monthly

(11) Compliance reporting in respect of the parameters listed in sub-regulation (10) must be submitted to the Authority twice annually, in February and August of each year, in the prescribed format included in Schedule 1.

(12) Non-compliance with targets contained in sub-regulations (10) and (11) must be reported in the following manner;

- (a) number of faults not cleared within the prescribed timeframes above;
- (b) cause of the fault; and
- (c) an explanation for the variance.

Connection failure rate for fixed wireless, mobile and internet services

(13) The parameters set out in sub-regulation (14) are applicable to the connectivity failure rate of fixed, fixed wireless and mobile services respectively.

(14) The applicable measurement parameter:

Parameter	Target	Reporting period
Inter network call connection loss	Less than <6% of calls shall be lost per calendar month averaged over the reporting period	6 monthly
Average Call setup success	Greater than >98% of all attempted calls	6 monthly

ratio	will be successful per calendar month averaged over the reporting period	
Average Call setup ratio	All successful calls shall take less than <20 seconds to set up measured per calendar month averaged over the reporting period	6 monthly
Average Call drop rate	Less than <3% of successful calls will drop per calendar month averaged over the reporting period	6 monthly
Average Message transmission success ratio	Greater than >98% of attempted SMS per calendar month averaged over the	6 monthly

SMS	reporting period shall be successful	
End-to-end delivery time for SMS	SMS delivery shall take no longer than 60 seconds measured per calendar month averaged over the Reporting Period	6 monthly
Speech Quality	Greater than > 3.0 of calls will qualify on the Mean Opinion Score (MOS) scale per calendar month averaged over the reporting period	6 monthly
Service Coverage	Target: In door ≥ -75 dBm In-vehicle ≥ -85 dBm Outdoor- in city ≥ -95 dBm per	6 monthly

	calendar month averaged over the reporting period	
Internet session login success ratio	<p>Greater than >98% login sessions must be successful</p> <p>Number of successful log-ins: If more than 5 consecutive attempts to login fail, an ISP outage is assumed per calendar month averaged over the reporting period</p>	6 monthly
Data transmission speed achieved	<p>Minimum data transmission rate in kbit/s achieved: 384 kbit/s.</p> <p>Mean value and</p>	6 monthly

	standard deviation of the transmission rate in kbit/s achieved	
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(15) Compliance reporting in respect of the parameters listed in sub-regulation (14) must be submitted to the Authority twice annually, in February and August of each year, in the prescribed format included in Schedule 1.

(16) Non-compliance with the targets in sub-regulation (14) and (15) must be reported in the following manner;

- (a) number of targets not achieved within the prescribed connectivity failure rates above;
- (b) actual data transmission speeds achieved as per the prescribed targets; and
- (c) explanation for the variance.

11. ELECTRONIC COMMUNICATIONS NETWORK MONITORING

ECN licensees must monitor their electronic communications network, twenty four (24) hours, seven (7) days a week for the duration of the licence.

12. SERVICE UPGRADES

The licensee must notify its affected End-Users via SMS and its website

about service upgrades and service cut overs at least one week in advance of the planned outage and again on the day of the planned outage.

13. AUDIT AND NETWORK MONITORING

- (1) The Authority may from time to time conduct audits on the reports submitted by licensees. This may include, inter alia, performing test call sampling and service observation to verify compliance with these mandatory standards.
- (2) The monitoring and test call sampling will be conducted in accordance with the standards determined by the Authority from time to time.

14. COMPLAINTS

End-User and / or Subscriber Complaints to the Licensee

- (1) The licensee must designate and publicise a point of entry for complaints to be lodged by an End-User.
- (2) The licensee must include the complaints handling procedures and terms and conditions on their websites, invoices, device packaging and display board at their service outlets.
- (3) The licensee that does not have service outlets, must make the complaints handling process available at places accessible by its End-Users.
- (4) The licensee must acknowledge receipt of the complaint from an End-User within forty eight (48) hours and allocate a reference number to each complaint and communicate such number to the complainant.

- (5) The licensee must respond to all complaints, telephonically, via text or e-mail dependent on the complainant's expressed preference. Confirmation of the final resolution of a complaint must be in writing.
- (6) The licensee must resolve all complaints lodged by End-Users and/or Subscribers within fourteen (14) days.
- (7) In the event that the licensee fails to resolve an End-User's complaint within fourteen (14) days or to the satisfaction of the complainant, the End-User may lodge a complaint with the Authority.

Billing Complaints

- (8) Where an End-User lodges a billing complaint, the following procedures must be followed:
 - (a) The licensee must not disconnect the service of an End-User while the investigation of a disputed bill is still pending.
 - (b) An End-User must continue paying the subscription and usage charges on the undisputed bills while the dispute is being resolved. Only the disputed portion of the bill may be withheld until the final resolution of the complaint ;
 - (c) The licensee must not hand over End-User's account to collection agencies and impose penalties or charge interest during the investigation of a disputed bill.

Disputed Complaints Lodged with the Authority

- (9) The licensee must:

- (a) acknowledge receipt of the complaint escalated by the Authority within forty eight (48) hours; and
- (b) resolve all complaints escalated by the Authority in writing within fourteen (14) days.
- (c) in instances where the complaint is resolved to the satisfaction of the End-User, confirmation of acceptance of the resolution of the complaint must be forwarded to the Authority no later than 14 days from initial referral by the Authority.

15. ALTERNATIVE DISPUTE RESOLUTION (ADR)

- (1) Complaints not resolved to the End-User's satisfaction or not responded to within 14 days in terms of regulation 14 (9) (c) or as set out in regulation 16, may be referred to the Authority's Alternative Dispute Resolution Committee ("ADR") for resolution or a recognised ADR scheme, provided that such complaints do not relate to non-compliance with the Act, underlying statutes, licence or regulations.
- (2) The Authority will use its Alternative Dispute Resolution (ADR) as a process aimed at resolving complaints:
- (3) The ADR may be Chaired by a Councillor or other suitably designated person/s;
- (4) The ADR will address complaints on a national basis;
- (5) The Authority will inform parties of the venue and time where the ADR will take place;

- (6) Where the licensee belongs to a recognised Alternative Dispute Resolution (ADR) scheme; such scheme would need to report disputes heard, resolutions and trends to the Authority on a quarterly basis.
- (7) Resolved complaints, will be captured in settlement agreements signed between the parties.
- (8) In instances where ADR failed to resolve the matter, the Chairperson will prepare a failure notification to both parties.
- (9) Complainants may only submit a matter referred to ADR to the CCC, once a failure notice has been received.

Mitigation of Complaints

- (10) The licensee must run awareness campaigns to address the most common complaints received during the preceding period, at least on a quarterly basis.
- (11) The awareness campaigns must include the following information;
 - (a) Point of entry for complaints;
 - (b) Complaints process;
 - (c) The three (3) most frequent complaints received during the last reporting period; and
 - (d) The awareness campaigns should address the basis of recurring complaints over multiple reporting periods.
 - (e) The licensee should run at least two (2) awareness campaigns on complaints resolution per annum.

16. REDRESS

- (1) Where an End-User is without service for an extended period beyond the targets prescribed above, such End-User is entitled to a rebate for the loss of the contracted service only where the loss of services is due to a fault of the licensee, its services providers or agents and not due to any non-performance by the End-User.
- (2) The rebate must be calculated based on every day of service lost from the day that the loss of service was reported to the licensee, or if the End-User is not able to report, based on the network report of the licensee. Such rebate will be calculated commencing from the first business day that the loss of service (outage) was reported or recorded.
- (3) Where an End-User has purchased a mobile voice, data or bundled services and has a persistent lack of coverage and poor quality of service which impedes the End-User's ability to use the service for its intended purpose, and the licensee has been unable to address the complaints or remedy the lack or poor quality of service available, the End-User would be entitled to a rebate from the licensee.
- (4) In order to be eligible for a rebate in terms of subsection 3, an End-User must prove to the Authority that:
 - (a) The End-User has logged the fault / complaint with the licensee;
 - (b) The End-User must submit proof of the complaint lodged with the licensee, including reference number(s) and licensee response(s).
- (5) Complaints contemplated in the regulation above must be referred to the Authority's ADR. In addition, to the rebate process, parties may inter alia

agree on early termination of a contract, without termination penalties.

- (6) The parties may agree on how the cost of the device would be apportioned or the End-User may return the device to the licensee provided the device is still in working condition, and subject to the End-User being charged reasonable costs for the use of the device. A device that may have been bundled with the service would not be included in the early termination penalties. The End-User will remain liable for the costs thereof over the agreed period.
- (7) Licensees providing mobile services must automatically provide reconnection service, to reconnect dropped calls at no additional cost to the End-User when services are offered on a per minute billing tariff plan.

17. MISCELLANEOUS

(1) Customer service care line

- (a) The licensee must operate a customer service centre 24 hours, seven (7) days a week.
- (b) Calls to customer service centres must be free of charge.
- (c) The licensees must endeavour to provide assistance to End-Users in as many languages as is practicable.
- (d) The licensee must ensure accessibility of services by persons with disabilities.
- (e) The licensee must answer End-Users service calls within one (1) minute by an operator and provide alternative means of communications with End-Users including but not limited to text services.

18. PROTECTION OF END USER INFORMATION

- (1) The licensee must not share the information of an End-User with third parties unless:
- (a) the End-User has given written consent;
 - (b) when directed by a court order;
 - (c) For the purpose of debt collection after due process has been followed; or
 - (d) In terms of any applicable law and / or regulations.

19. FORCE MAJEURE

- (1) In the event that the licensee fails to provide End-Users with service due to circumstances beyond its control, the licensee must:
- (a) As soon as the licensee becomes aware of the outage, notify the Authority in writing;
 - (b) As soon as the licensee becomes aware of the outage issue a public notice to End-Users.
 - (c) Indicate timeframes within which End-Users should expect service to be restored; and
 - (d) Submit a detailed report to the Authority, indicating the cause of the outage and steps taken to minimise a repeat of the outage, within seven (7) working days.

20. COMPLIANCE REPORTING

- (1) The licensee must submit compliance reports of these regulations and in accordance with the reporting templates contained in **Schedule 1**.

21. CONTRAVENTION AND PENALTIES

(1) Monetary Penalties

- (a) The licensee or a Reseller that contravenes any part of these Regulations, is liable to a fine not less than R250 000 (two hundred and fifty thousand Rand), but not exceeding R5 000 000 (five million Rand).

(2) Non-monetary Penalties

- (a) A licensee that contravenes provisions of these regulations for two (2) consecutive reporting periods, must publish the non-compliance on the home page of their website until such time as the non-compliance has been corrected. The contents and location of such notice to be published will be at the Authority's direction.
- (b) The licensee may be exempted from the above provision, should it be deemed necessary by the Authority. The Authority's decision in this regard will be final.
- (c) The said notice will be simultaneously published on the Authority's website until such non-compliance is remedied and proof thereof submitted to the Authority.

22. REPEAL OF REGULATIONS

Name of Regulation	Provision being repealed
1. End-user and Subscriber Service Charter Regulations as published in Government Gazette No. 32431 of 2009.	Entirely

2. End-User and Subscriber Service Charter reporting format as published in Government Gazette No.34897 of 2012.	Entirely
3. End-User Subscriber Service Charter Reporting Format as published in Government Gazette No.34978 of 2012.	Entirely

23. SHORT TITLE AND COMMENCEMENT

These Regulations are called the End-user and Subscriber Service Charter Regulations 2015 and will come into effect on the date of publication in the Government Gazette.

SCHEDULE 1

END-USER AND SUBSCRIBER SERVICE CHARTER COMPLIANCE REPORTING FORMAT

The compliance reporting template is available on the Authority's website @ www.icasa.org.za together with these regulations.

APPLICABLE TO:	I-ECS
	I-ECNS
	C-ECS

	C-ECNS
	Resellers

LICENSEE INFORMATION

Name of Licensee	
Licence/s (Type)	
Licence Number	
Submission date	
Reporting Period	

LICENSEES' DESIGNATED OFFICER

Name	
Designation	
Phone	
Email	

SECTION A – QUALITY OF SERVICE

Parameter	Service Type	Compliance Levels against Targets					
Availability		Months					
		1	2	3	4	5	6
	ELECTRONIC COMMUNICATIONS SERVICE (ECS)						
	Fixed-wireless						
	Mobile						
	Comments:						
	ELECTRONIC COMMUNICATIONS NETWORK SERVICE (ECNS)						
	Fixed-wireless						
	Mobile						
	Comments:						
Installation & Service Activation							
	Fixed						
	Fixed Wireless						
	Mobile						
Comments:							

Fault Repairs							
	Fixed						
	Mobile						
	Comments:						
Connectivity							
	Inter network call connection loss						
	Average call setup success ratio						
	Average call setup time ratio						
	Average drop call rate						
	Average message transmission success ratio (SMS and MMS)						

	Speech Quality						
	Service Coverage						
	Internet Session login success ratio						
	Data transmission						
	Comments:						

SECTION B – COMPLAINTS

Complaints received from end-users

The licensee must indicate point of entry for complaints.

1. The licensee must indicate where complaints handling procedures are displayed
2. The licensee must indicate how it acknowledges receipt of complaints within 24 hours.
3. The licensee must indicate how it classifies its complaints.
4. The licensee must indicate how it respond to complaints.

5. The licensee must indicate how many complaints were resolved within 14 working days and those cleared after 14 working days.

Indicators		Months					
		1	2	3	4	5	6
Complaints	Number lodged						
	Number resolved						
	Number resolved						
Complaint Resolution	Average period						
	If, outside of regulated period. Explain the variance.						
	Not resolved						
	Explain						

<p>Measures to mitigate repetitive complaints (including awareness programmes)</p> <p>Note: Operators to explain what steps / programmes they have put in place to reduce / eliminate repetitive complaints.</p>							
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SECTION C - MISCELLANEOUS

1. The licensee must answer customer calls within 1 minute

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Target Achieved X%

2. Complaints Reports

2.1 Disputed Complaints received from the Authority

Indicators		Months					
		1	2	3	4	5	6
Disputed complaints from the Authority	Received						
	Resolved						
Resolution Time	Average resolution time						
	If, outside of regulated timeframes, please explain.						
Measures implemented to mitigate repetitive complaints							

Attach a copy of the complaints procedures published by your organisation and indicate on the cover page where they have been published (i.e. website, invoices, packaging, display boards and any other format)

3. ADR Complaints

The licensee must report on complaints dealt with through Alternative Dispute Resolution scheme.

Reference number	Months	Complaints	% resolved
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	1	2	3	4	5	6		
Name of Complainant								

4. FORCE MAJEURE SERVICE UNAVAILABILITY REPORT

OUTAGE INFORMATION

Type of outage

Critical

Major

Minor

Date of Incident (dd/mm/yyyy):.....

Local Time Outage Began (24-hr hh: mm):.....

Outage Duration: Hrs Min

Outage status when completing this report:.....

Local Time Outage Resolved (24-hr hh: mm):.....

Effects of the Outage

Network Element(s) Affected:

Percentage of traffic Affected:

Geographic Area Affected:

Cities:.....

Affected Sites:.....

Description of the Outage:

Explanation of Outage Duration:

Cause:

Actions:
