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## GENERAL NOTICE

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NOTICE 197 OF 2006



PUBLIC SWITCHED TELECOMMUNICATION SERVICE LICENCE IN TERMS OF SECTION 36 OF THE  
TELECOMMUNICATIONS ACT 103 OF 1996

Issued to

**SNO TELECOMMUNICATIONS (PROPRIETARY) LIMITED**

**(REGISTRATION NUMBER 2004/004619/07)**

Signed at Sandton, Johannesburg, on 9 December 2005

A handwritten signature in black ink, appearing to read 'Paris Mashile', is written over a horizontal line. The signature is fluid and cursive.

**PARIS MASHILE**

**CHAIRPERSON**

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## 1. DEFINITIONS

In this Licence the following terms shall have the meanings given below (and, where applicable, cognate expressions shall have corresponding meanings):

- 1.1. "**Act**" means the Telecommunications Act, 1996 (Act No. 103 of 1996);
- 1.2. "**Annual Licence Fee**" means the recurring licence fee referred to in clause 7.3;
- 1.3. "**Approved Equipment**" means telecommunication equipment which has been type approved by the Authority in terms of the Act;
- 1.4. "**Basic Telephone Service**" means a telecommunication service comprising technical features which are the minimum necessary to allow the establishment of a telephony channel for the purpose of providing a telecommunication service in order to convey voice grade signals between two items of Customer Premises Equipment connected to the PSTN;
- 1.5. "**Billing Processes**" means the billing and metering systems taken together, where "billing system" means the totality of the equipment, data, procedures and activities which the Licensee uses to determine the charges to be made for service usage; and where "metering system" means the equipment, data, procedures and activities which the Licensee uses to determine the extent of any telecommunication services which it has provided;
- 1.6. "**Bringing into Service**" means, in respect of any Customer Premises Equipment or other telecommunication facility, the process of connecting it to the PSTN, including, without limitation, such testing or inspection of that Customer Premises Equipment or other telecommunication facility as the Licensee may require;
- 1.7. "**Business Day**" means any day other than a Saturday, a Sunday or a public holiday in the Republic;
- 1.8. "**Chart of Accounts**" means the categorisation of revenue, costs, assets and liabilities to a telecommunication service based on the accounting system recording the financial results of the Licensee, the form and content of which shall be agreed between the Authority and the licensee in writing from time to time and which is subject to any regulation made by the Authority in accordance with section 46 of the Act;
- 1.9. "**Code of Practice**" means the code of practice for consumer affairs referred to in clause 27;
- 1.10. "**Companies Act**" means the Companies Act 1973 (Act No. 61 of 1973);
- 1.11. "**Community Service Obligations**" means the community service obligations of the SNO stipulated in clause 6.2 of the Licence;

- 1.12. "Commencement Date" means the date on which the Licensee commences providing **PSTS** to the public on a commercial basis **as** determined by the Authority **in** consultation with the Licensee;
- 1.13. "**Cost** Allocation Manual" means the document which sets out **the** principles **for** the allocation of revenue, costs, assets and liabilities to a telecommunication service, the **form** and content of which shall be agreed between the Authority and the Licensee in writing from time to time and which is subject to any regulation made by the Authority pursuant to section **46** of the **Act**;
- 1.14. "Customer" means **any** person who subscribes (including any person who has applied to the Licensee to subscribe) to the **PSTS** of the Licensee on a pre-paid or a post-paid basis other than as an Operator;
- 1.15. "Customer Premises Equipment" means an item of Approved Equipment, whether fixed or portable, by means of which signals are initially transmitted or ultimately received and is connected, or intended to be connected, to Terminal Connection Equipment;
- 1.16. "Directory" means a printed document containing the Directory Information of **Customers** which may include the Directory Information of customers of other Operators in the Republic which is made available to members of the public;
- 1.17. "Directory Enquiry Facility" means a **facility** for providing Directory Information other than by means of a Directory;
- 1.18. "Directory Information" means:
- 1.18.1. in the case of a Directory, the name, Number and address of a Customer which may include the name and number of a customer of another Operator; and
- 1.18.2. in the case of a Directory Enquiry Facility, the name and Number of a Customer which may include the name and number of a customer of another Operator;
- 1.19. "Disaster Management **Act**" means the Disaster Management **Act** (Act No. **57** of 2002);
- 1.20. "Effective Date" means the date on which the Licence is published in the *Gazette*;
- 1.21. "Emergency" means a progressive or sudden, widespread or **localised**, natural or **human-**caused occurrence with causes or threatens to cause:
- 1.21.1. death, injury or disease;
- 1.21.2. damage to property, infrastructure or the environment; or
- 1.21.3. disruption of the life of a community;

- 1.22. "End User" means any person (including a Customer) who uses the **PSTS** of the SNO other than as an Operator;
- 1.23. "Facilities Leasing Guidelines" means the guidelines pertaining to facilities leasing promulgated in terms of the Act;
- 1.24. "Fault Repair Service" means a service consisting of such repair, maintenance, adjustment or replacement of any part of the PSTN, or such repair or adjustment of any connected network, or such repair or replacement for any apparatus for which the Licensee has undertaken the responsibility for repair and maintenance, as is necessary to restore and maintain a sufficient level of service;
- 1.25. "Financial Year" means the period of twelve **(12)** months in respect of which the Licensee is required to prepare its accounts under the Companies Act;
- 1.26. "Financial Year End" means the last date of the Financial Year;
- 1.27. "**Fixed** Licence Fee" means the non-recurring licence fee referred to in clause 7.2;
- 1.28. "Implementation Plan" means the timetable for the implementation of the Community Service Obligations referred to in clause 6.2;
- 1.29. "Interconnection Guidelines" means the guidelines pertaining to interconnection promulgated in terms of the Act;
- 1.30. "Interconnection Service" means interconnection provided by the Licensee to another person providing a telecommunication service in terms of the Act and the Interconnection Guidelines;
- 1.31. "Internet" means the global network of computers which are connected to each other by means of the TCP/IP family of protocols;
- 1.32. "ITU" means the International Telecommunications Union;
- 1.33. "Licence" means this PSTS licence issued by the Authority to the Licensee in terms of the Act;
- 1.34. "Licensee" means the company registration number 2004/004619/07, a company duly registered and incorporated according to the company laws of the Republic;
- 1.35. "Network Service Area" shall include the following: The City of Tshwane, City of Johannesburg, Ekurhuleni Metropolitan Council, Mogale City Local Municipality, Ethekwini Metropolitan Council, The Msunduzi Municipality, the City of Cape Town, Nelson Mandela Metropolitan Council, Buffalo City, Mangaung Local Municipality, Sol Plaatje Municipality, Polokwane Municipality, Mafikeng Municipality and Mbombela Municipality;

- 1.36. “**Number**” means any identifier which would need to be used in connection with any telecommunication service for the purposes of establishing a connection with any Terminal Connection Point, user or telecommunication apparatus connected to any telecommunication system providing a telecommunication service, but not including any identifier which is not accessible to the generality of users of a telecommunication service;
- 1.37. “**Numbering Plan**” means the plan pertaining to Numbers prescribed by the Authority in terms of the Act;
- 1.38. “**Operator**” means any person licensed to provide a telecommunication service in terms of the Act;
- 1.39. “**Public Emergency Service**” means the services described in clause 10.3;
- 1.40. “**Public Pay Telephone**” means a telephone which is available to the general public, and which contains a device to accept payment for the use of Public Pay Telephone Services by End Users;
- 1.41. “**Public Pay Telephone Service**” means all or any of –
- 1.41.1. the installation, repair and maintenance of Public Pay Telephones:
  - 1.41.2. at the minimum the conveyance of voice telephony messages to and from Public Pay Telephones:
  - 1.41.3. the provision of Directory Enquiry Facilities from Public Pay Telephones: and
  - 1.41.4. the provision of Public Emergency Services from Public Pay Telephone;
- together with the installation, Bringing into Service, maintenance and repair of that part of the PSTN which is provided, maintained and operated by the Licensee for the purposes of providing the relevant telecommunication service described in this definition;
- 1.42. “**PSTN**” means public switched telecommunication network as defined in the Act;
- 1.43. “**PSTS**” means public switched telecommunication services as defined in the Act;
- 1.44. “**Regulatory Accounts**” means the regulatory accounts and records required to be kept by a telecommunication service licensee in terms of the Act;
- 1.45. “**Relay Service**” means any service which provides facilities for the receipt and translation of voice messages into text and the conveyance of that text to the terminal of End Users who are deaf or speech impaired and vice versa;
- 1.46. “**Republic**” means the Republic of South Africa, in accordance with the Constitution of the Republic of South Africa Act, Act 108 of 1996;

- 1.47. "Rollout Targets" means the rollout targets stipulated in Attachment 1 of the Licence;
- 1.48. "Rollout Timetable" means the timetable for the implementation of the Rollout Targets referred to in clause 5;
- 1.49. "Service Levels" mean the service levels stipulated in Attachment 2 of the Licence;
- 1.50. "Suspended Line" shall mean a Basic Telephone Service connection provided to a Customer by the Licensee in respect of which the Licensee has barred the Customer from placing calls to any third party (other than to the "112" number) for any reason;
- 1.53. "Telkom" means Telkom SA Limited, registration number 1991/005476/06, a company duly registered and incorporated according to the company laws of the Republic;
- 1.52. "Terminal Connection Equipment" means, in relation to any telecommunication system, an item of telecommunication apparatus comprised in that telecommunication system which is situated in a fixed position in a Customer's premises and which enables –
- 1.52.1. Customer Premises Equipment to be connected to that telecommunication system;
- 1.52.2. signals to be conveyed in either direction between the Customer Premises Equipment and that telecommunication system; and
- 1.52.3. the proper functioning and operation of the Customer Premises Equipment and telecommunication system to be tested;
- 1.53. "Terminal Connection Point" means any point within an item of Terminal Connection Equipment at which signals are conveyed to or from one or more items of Customer Premises Equipment;
- 1.54. "Waiting List" means a register maintained by the Licensee identifying statistics of the number of persons who have requested Basic Telephone Services from the Licensee and the areas in which such Basic Telephone Services have been requested, but for whom the Licensee is unable to provide Basic Telephone Services because of the unavailability of telecommunications facilities of the Licensee whereby such person can be connected to the Licensee's PSTN; and
- 1.55. "Wholly-owned Subsidiary" has the meaning assigned to such term in the Companies Act.

## 2. INTERPRETATION

In this Licence, unless otherwise stated:

- 2.5. words and terms used shall have the same meaning as defined in the Act;
- 2.2. the singular shall include the plural and vice versa;



- 2.3. a reference to any one gender shall be capable of being construed as a reference to any of the other genders;
- 2.4. a reference to a natural person shall be capable of being construed as a reference to an artificial person or vice versa:
- 2.5. the words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed or take effect as, limiting the generality of any preceding word/s;
- 2.6. the words "other" or "otherwise" shall not be construed as *eiusdem generis* with any preceding words where a wider construction is possible:
- 2.7. the headings in this Licence shall not affect any interpretation thereof;
- 2.8. any reference to an enactment is to that enactment as at the Effective Date and as amended or re-enacted from time to time;
- 2.9. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.10. the attachments to this Licence shall form part of the terms and conditions of the Licence and the provisions of the Licence shall prevail in the event of a discrepancy with the provisions of any such attachment; and
- 2.11. where any terms are defined within the context of any particular clause in this Licence, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Licence, notwithstanding that the term has not been defined in this interpretation clause.

### 3. LICENCE AUTHORITY

- 3.1. The Licensee shall be entitled to construct, maintain and use the **PSTN in the Republic and** to provide **PSTS** in terms of the Act.
- 3.2. For a period of two (2) years after the Commencement Date, the Licensee shall be entitled to use the telecommunication facilities of Telkom on a resale basis in accordance with section **32A(2)** (a) of the Act.
- 3.3. The Licensee shall thereafter be entitled to use the telecommunications facilities of Telkom in accordance with section 44 of the **Act**.
- 3.4. Without derogating from the provisions of clause 3.1 and subject to the **Act**, the Licensee is authorised –

- 3.4.1. to connect, or cause or allow to be connected, to any telecommunication system or telecommunication service which the Licensee is entitled to provide under the terms of this Licence –
- 3.4.1.1. any telecommunication system or telecommunication service in the Republic which is licensed under the terms of the Act, the licence which permits that connection, or which the Authority has prescribed can be provided without a licence;
- 3.4.1.2. any telecommunication system or telecommunication service situated outside the Republic except where such connection would contravene a treaty or other agreement to which the Republic is a party;
- 3.4.1.3. any Customer Premises Equipment; and
- 3.4.1.4. any telecommunication facility which is situated in a vehicle, vessel or other floating structure, aircraft or satellite, or any other similar transportation vehicle as determined by the Authority from time to time;
- 3.4.2. to convey to and from that Connected telecommunication system, telecommunication service or telecommunication facility, any signal and to perform any switching incidental to that conveyance; and
- 3.4.3. to provide any telecommunication service that is incidental to that connection or conveyance.
- 3.5. Without derogating from the conditions set forth in clause 3.1, the Licensee –
- 3.5.1. shall be entitled –
- 3.5.1.1. to sell or lease the use of; or
- 3.5.1.2. to install or maintain, or both;
- any telecommunication apparatus, including, without limitation, any Customer Premises Equipment, whether or not it is owned by the Licensee, subject to any terms and conditions that may from time to time be prescribed by the Authority in terms of the Act which may be relevant to the sale, lease, installation or maintenance of any telecommunication apparatus;
- 3.5.2. shall be entitled to manufacture telecommunication apparatus, including, without limitation, Customer Premises Equipment; and

- 3.5.3. shall be entitled to design, develop, manufacture or otherwise to publish in any manner or form software to be used in connection with any telecommunication apparatus, including, without limitation, Customer Premises Equipment, provided that such software is not commercially distributed, marketed or sold to third parties, unless consented to by the Authority.
- 3.6. Subject to other provisions of this Licence, the Licensee and any or all of its Wholly-owned Subsidiaries shall be entitled by virtue of this Licence to operate the PSTN and provide all or any of the PSTS together with all or any other rights granted to the Licensee under this Licence.
- 3.7. The Licensee is authorized to exercise its rights granted pursuant to the Licence throughout the Republic.
- 3.8. The Licensee's rights and obligations under this Licence may be exercised or performed in part by a third party, including its agents, contractors, network operators and service providers.
- 3.8.1. the Licensee enters into a written agreement with any such third party;
- 3.8.2. the written agreement stipulates adequate terms to provide that in the exercise of any of the rights granted to the Licensee such third party uses its best efforts not to contravene any of the conditions of this Licence, including, Licence terms relating to users or applicable laws, and regulations in force.
- 3.9. The Licensee shall be responsible to the Authority for the performance of its obligations under the Licence including in respect of the acts and omissions of such a third party.
- 3.10. Nothing in this Licence shall prejudice any rights or privileges granted or afforded to the Licensee under all or any of the provisions of the Act, any regulations or guidelines promulgated under the Act, and any other legislation or under any other licence issued to the Licensee under the Act.

#### 4. **RADIO FREQUENCY SPECTRUM**

The use of radio frequency spectrum licences by the Licensee shall be as determined by the Authority in terms of the Act.

#### 5. **ROLL OUT TARGETS**

- 5.1. The Licensee shall meet or exceed the Rollout Targets specified in Attachment 1 in accordance with the terms and conditions and within the timeframes specified therein.
- 5.2. The contents of any Rollout Timetable shall be confidential to the Minister, the Authority and the Licensee and such contents shall not be disclosed to any other person without the written consent of the Licensee.

**6. PROVISION OF UNIVERSAL ACCESS AND COMMUNITY SERVICE OBLIGATIONS****6.1. Basic service provision**

6.1.1. Subject to the other provisions of this clause 6.1, the Licensee shall provide over ~~the~~ PSTN;

6.1.1.1. to every person in the Republic who requests it, any of the following:

- (a) Basic Telephone Services;
- (b) the installation or activation and connection to an item of Terminal Connection Equipment an item ~~of~~ Customer Premises Equipment capable of making use ~~of~~ the Basic Telephone Services; and
- (c) the maintenance or repair of that item of Customer Premises Equipment supplied by the Licensee or in the ~~case~~ of Customer Premises Equipment supplied by a ~~person~~ other than the Licensee, maintenance or repair ~~of~~ that ~~item~~ pursuant to terms ~~and~~ conditions of any agreement entered into ~~between~~ the Licensee and such user on terms satisfactory to the Licensee;
- (d) **Public Pay-telephone** Services which satisfies the requirements of clause 24 below; and
- (e) access to ~~the~~ Public Emergency **Services** and Directory Enquiry Facilities by means ~~of~~ either of the telecommunication services ~~referred to in~~ **clauses 6.1.1.1(a) or 6.1.1.1(d)**.

6.1.2. The Licensee shall not be obliged to provide the services referred to in clause 6.1.1 except:

6.1.2.1. to the extent that, in the Authority's opinion, after considering any written and/or oral representations by the Licensee ~~and/or~~ the person requesting the service ~~in~~ terms ~~of~~ clause 6.1.1 any demand for such telecommunication services is, or can be met, by other means and that, accordingly, ~~it~~ would be unduly burdensome ~~from~~ both a business and financial perspective in the circumstances for ~~the~~ Licensee to provide the telecommunication service requested;

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- 6.1.2.2. in areas other than the Network Service Areas stipulated in Attachment 1; or
- 6.1.2.3. if the person requesting the telecommunication service has not entered into a contract for services in accordance with clause 16 or is in material breach of the terms and conditions set out in such a contract.
- 6.1.3. The Licensee shall keep and update a Waiting List from time to time as follows:
- 6.1.3.1. during the period commencing from the Effective Date and for two (2) years thereafter, the Licensee shall lodge a Waiting List with the Authority four (4) times annually, within thirty (30) days of the end of each quarter of each Financial Year; and
- 6.1.3.2. from two (2) years after the Effective Date onwards, the Licensee shall lodge a Waiting List with the Authority ~~twice~~ annually, within thirty (30) days of the end of each half of the Financial Year.
- 6.1.4. The Licensee shall use reasonable endeavours to provide Basic Telephone Services to persons on the Waiting List.
- 6.2. **Community Service Obligations**
- 6.2.1. The Licensee shall establish and maintain high speed Internet connectivity to:
- 6.2.1.1. two thousand five hundred (2500) public schools or public further education and training institutions in terms of section 45(3) of the Act; and
- 6.2.1.2. two thousand five hundred (2500) rural public clinics, as shall be defined in the Implementation Plan.
- 6.2.2. The Licensee's obligations to provide high speed Internet connectivity in terms of clause 6.2.1 shall include the provision of the necessary access links up to a Terminal Connection Point and bandwidth with a download speed of at least 256kbps (two hundred and fifty six kilobits per second) as may be reasonably required to connect the persons referred to in clause 6.2.1 to the Internet. For the avoidance of doubt, this obligation shall exclude the provision of all other related information technology support infrastructure, Customer Premises Equipment and other Customer facilities (such as power supply, personal

computers and user terminals on-premise, servers, network equipment and other related local area network infrastructure).

**6.2.3.** The details of the Licensee's obligations to implement the Community Service Obligations shall be contained in the Implementation Plan.

**6.2.4.** The Implementation Plan shall include details of the following:

**6.2.4.1.** the date of commencement for the rollout of the Community Service Obligations, which shall be no earlier than *two* (2) years after the Effective Date;

**6.2.4.2.** the time periods over which the rollout of the Community Service Obligations will be staggered;

**6.2.4.3.** the areas in which the Licensee will be required to roll out the Community Service Obligations. The **SNO** shall only be required to roll out the Community Service Obligations in areas other than the Network Service Areas *if* there are insufficient numbers of persons' referred to in clause 6.2.1 located **within** the Network **Service Areas** in order for the Licensee to meet its obligations in clause 6.2.1; and

**6.2.4.4.** such other details as the Authority considers to be relevant after consultation with the Licensee.

**6.2.5.** The Implementation Plan shall be concluded in accordance **with** the following procedure:

**6.2.5.1.** the Licensee shall submit a draft Implementation Plan to the Authority within four **(4)** months after **the** Effective Date or such longer period **as** the Authority may stipulate in writing in consultation with the Licensee;

**6.2.5.2.** the Authority shall thereafter approve the Implementation Plan after consultation with the Licensee within a period of six **(6)** months from the Effective Date or, if a longer period is stipulated pursuant to clause 6.2.5.1, within a period of two (2) months from the date the Licensee submits a draft Implementation Plan; and

**6.2.5.3.** the Implementation Plan shall form Attachment **3** to this Licence. The contents thereof shall be confidential to the Minister, the Authority and the Licensee and shall not be disclosed to any other person without the written consent of the Licensee.

6.3. Service Levels

6.3.1. The Licensee shall provide the telecommunication services referred to in clause 6.1.1.1 in accordance with the Service Levels.

6.3.2. The Licensee shall report to the Authority regarding the Service Levels in accordance with the requirements of Attachment 2.

7. GENERAL TERMS

7.1. Licence term

7.1.1. The Licence term shall be twenty five (25) years from the Effective Date.

7.1.2. The Authority will extend the periods of the Licence for additional twenty five (25) year terms in accordance with and under the following conditions:

7.1.2.1. Except where the Licensee has repeatedly and materially failed to comply with the conditions of the Licence and the applicable regulations or applicable laws over the **course** of the Licence term.

7.1.2.2. At least eighteen (18) months prior to the expiration ~~of~~ the Licence term, the Licensee shall file **with** the Authority a written certification of substantial and material compliance based on annual reports required pursuant to clause **20** below.

7.1.2.3. The Licensee shall comply with any request by the Authority **for** information or documents necessary to verify the accuracy of ~~the~~ written certification filed by the Licensee pursuant to **7.1.2.2.**

7.1.2.4. The renewal of this licence shall be dealt with in terms of the provisions of the **Act**.

7.1.2.5. Prior to any Licence extension, the Authority may take necessary steps in cooperation with the Licensee, to review and make modifications to the terms and conditions of the Licence in accordance with the existing regulatory framework at that time.

7.1.2.6. Prior to denying any request for extension pursuant to clause 7.1.2.4, the Authority shall request in writing that the Licensee take such specified action as the Authority deems necessary to rectify or **compensate** for the substantial and material non-compliance by the Licensee. The time period shall be specified for such action (being not more than eight (8) months). If such

rectification/compensation is not achieved, only then shall the Licence expire without extension.

**7.2. Fixed Licence Fee**

7.2.1. The Licensee shall pay a non-recurring Fixed Licence Fee of R 100 000 000 (one hundred million rand) exclusive of value added tax. The Licensee shall be entitled to pay the licence fee over a period not exceeding ten (10) years at an annual percentage rate of prime plus one percent (1%).

**7.3. Annual Licence Fee**

7.3.1. The Annual Licence Fee payable by the Licensee from twelve (12) months after the Effective Date shall be equal to 0.1% of the net invoiced annual sales realized from the Licensee's **PSTS** revenue computed in accordance with South African GAAP (generally accepted accounting principles). Such amount is exclusive of value added tax.

7.3.2. The Annual Licence Fee shall be payable in one instalment annually on or before six (6) months after the Financial Year End of the Licensee for the applicable year.

7.3.3. The Annual Licence Fee may be adjusted downward or waived by the Authority where the Authority determines that the Licensee has substantially exceeded the Roll Out Targets in any given year by more than fifty percent (50%).

**7.4. Amendment of the Licence**

7.4.1. The Licence may be amended as provided for in the Act.

**8. DIRECTORY SERVICES**

8.1. The provisions of this clause shall be suspended for a period of twenty four (24) months from the Effective Date or until the promulgation of regulations in terms of section 89A of the Act, whichever is the sooner.

8.2. The Licensee shall make available Directory Information to End Users at points served by the Licensee's PSTN.

8.3. The Licensee may charge End Users a reasonable Fee for making Directory Information available to them.

8.4. The Licensee shall ensure that End Users can access and receive:

8.4.1. Directory Information of Customers; and



- 8.4.2. Directory Information about the customers of other Operators to the extent that such Operators make their Directory Information available to the Licensee.
- 8.5. At the Licensee's discretion, the Licensee shall make available Directory Information through a Directory, Directory Enquiry Facility or in another appropriate way determined by the Licensee.
- 8.6. Subject to clause 8.7, Customers shall have the right for their Directory Information to be made available free of charge:
- 8.6.1. by the Licensee (which right shall exclude any information which is not Directory Information); and
- 8.6.2. to other providers of directory services by means determined by the Licensee.
- 8.7. Where requested in writing by a Customer, the Licensee shall keep the Directory Information of such Customer confidential and not make such information publicly available in any Directory, Directory Enquiry Facility or otherwise.
- 8.8. The Licensee shall correct its internal records for purposes of providing Directory Information as soon as is reasonably possible after a mistake in the Directory Information is brought to its attention and shall pass on such corrections to other persons who legitimately require them for the purposes of providing Directory Information.
- 8.9. The provisions of this clause 8 shall be subject to any regulations passed in terms of section 89A of the Act and the provisions of any relevant data protection and privacy legislation that may be passed in the Republic in the future.

## **9. TRANSFER OF LICENCE, RES IDWNERSHIP AND C**

Any transfer or sale of shares in the Licensee shall be in accordance with the provisions of the Act.

## **10. ACCESS TO EMERGENCY SERVICES AND OPERATOR ASSISTANCE**

- 10.1. The Licensee shall provide End Users with operator assistance at points served by the Licensee's PSTN, except over Suspended Lines.
- 10.2. The Licensee may impose a charge for operator assistance services provided to End Users.
- 10.3. The Licensee shall ensure that any End User can access emergency organisations, including over Suspended Lines, by using the emergency call number "112" at no charge, and at any time.

## **11. DISASTER MANAGEMENT**

- 11.1. The Licensee shall consult with the applicable national organs of state, provincial organs of state, and metropolitan and district municipalities as required in the Disaster Management Act

to provide for the establishment of strategic communication links during a Disaster and/or the maintenance or installation of temporary communication links to, from or within Disaster areas.

**11.2.** Nothing in this clause 11 shall preclude the Licensee from:

**11.2.1.** recovering the costs which it incurs in making or implementing any such plans or arrangements from those on behalf of or in consultation with whom the plans or arrangements are made: or

**11.2.2.** making implementation of any plans or arrangements conditional upon the person or persons for whom or on whose behalf that plan or arrangement is to be implemented indemnifying the Licensee for all costs incurred as a consequence of the implementation.

**11.3.** For the purposes of this clause 11, "Disaster" shall bear the same meaning given to the term in section 1 of the Disaster Management Act.

## **12. PRICE REGULATION**

**12.1.** Subject to clause 12.2, the Licensee shall not charge any tariffs or fees for any standard retail PSTS rendered in terms of this Licence until such tariffs and fees have been notified in writing to the Authority.

**12.2.** In the case where the Licensee proposes to increase any such tariffs or fees, the Licensee shall obtain the prior written approval of the Authority as follows:

**12.2.1.** The Licensee shall lodge its proposed tariffs and fees with the Authority in a form approved by the Authority at least ten (10) Business Days in advance of the date on which such tariffs and fees are due to take effect,

**12.2.2.** In relation to each kind of service that the Licensee proposes to offer, the lodgement notice referred to in clause 12.2.1 shall set out:

**12.2.2.1.** a description of the relevant service; and

**12.2.2.2.** sufficient details of the nature and amounts of charges payable for the service.

**12.2.3.** The Authority shall notify the Licensee in writing of its decision to accept or reject the proposed increase within ten (10) Business Days of the date referred to in clause 12.2.1. The Authority shall be deemed to have approved such tariffs and fees if no notice of non-approval is given to the Licensee within this period;

12.3. The tariffs and fees which the Licensee may charge its Customers and **End** Users as at the Commencement Date shall be lodged with the Authority at least three (3) weeks prior to the Commencement Date.

12.4. Where the Authority has approved an increase in tariffs and fees, these increased tariffs and fees shall constitute the maximum tariffs and fees that the Licensee shall be entitled to charge its Customers and End Users.

### 13. PREPARATION OF ACCOUNTS

The Licensee shall publish Regulatory Accounts in accordance with the Chart of Accounts and the Cost Allocation Manual from a date to be determined by the Authority, by notice in the *Gazette*.

### 14. PUBLICATION OF CHARGES

14.1. The Licensee shall publish in the manner described in clause 14.2 a notice specifying the charges, or specifying the method which is to be adopted for determining those charges, and other terms and conditions on which it offers –

14.1.1. to provide each telecommunication service by means of the PSTN, where those telecommunication services are required to be provided by the Licensee in terms of this Licence:

14.1.2. to connect to the PSTN any apparatus or any other telecommunication system which is not part of, and is not to be comprised in, the PSTN, where the Licensee's consent to that connection is required by this Licence; and

14.1.3. to maintain, adjust or repair any apparatus forming a part of the PSTN or any Customer Premises Equipment, in accordance with any obligation of the Licensee to provide that telecommunication service under this Licence;

except in respect of the terms and conditions of any Interconnection Service and except insofar as the Authority may otherwise agree.

14.2. Publication of the details referred to in clause 14.1 shall be made by –

14.2.1. sending a copy of the relevant details to the Authority:

14.2.2. placing the relevant details in every registered office of the Licensee so that it is available for inspection, free of charge, by members of the public, as soon as practicable after sending a copy of them to the Authority in accordance with clause 14.2.1;

14.2.3. sending a copy of the relevant details (or extracts of them as may, in the circumstances, be appropriate) to any person in the Republic who requests a copy; and

- 14.2.4. making the relevant details of the Licensee's retail rates for standard PSTS, publicly available on the Licensee's website.

15. FAIR TRADING

- 15.1. The Licensee shall not make it a condition of –

- 15.1.1. providing any telecommunication service in the Republic by means of **the** PSTN;
- 15.1.2. supplying any telecommunication apparatus in the Republic for connection to the PSTN; or
- 15.1.3. connecting any telecommunication apparatus or system in the Republic to the PSTN,

that any person requesting the telecommunication service, apparatus or connection concerned should acquire from the Licensee or any other person specified by it any telecommunication service other than the particular telecommunication service requested, except where the telecommunication service requested cannot otherwise be provided, or the telecommunication apparatus requested cannot otherwise reasonably be used.

- 15.2. This clause 15 shall not prevent the Licensee from—

- 15.2.1. imposing any terms and conditions as are permitted under section 43 of the Act and the guidelines contemplated thereunder;
- 15.2.2. where it supplies as part of the same transaction, or related series of transactions, offering discounts and/or service levels based on term commitments or commitments for multiple services or for purchasing ~~two~~ or more telecommunication services which are of a similar type (or so related as to permit economies of scale where they are provided together), or for purchasing ~~two~~ or more items ~~of~~ telecommunication apparatus, offering quantity discounts or from offering more favourable terms and conditions in respect of those telecommunication services or apparatus: and
- 15.2.3. imposing any other conditions with respect to the provision or supply of the telecommunication services or apparatus, or connection of the telecommunication system or apparatus, referred to in clause 15.1 as are reasonably incidental to such provision, supply or connection or as may otherwise be agreed by the Authority.

16. REQUIREMENT TO OFFER CONTRACTS WITH MINIMUM TERMS

- 16.1. The Licensee shall provide **PSTS** to Customers in accordance with the minimum contractual terms specified in clause 16.2.

- 16.2.** A contract between the SNO and Customers may be in the form of publicly available standardised terms and conditions (the "Standard Terms and Conditions") which apply to all services offered by the Licensee in terms of this Licence or to specific classes of such services. The contracts shall specify the following minimum requirements:
- 16.2.1.** the supply time for initial connection;
  - 16.2.2.** the service covered by and the terms of the contract;
  - 16.2.3.** the financial penalties the Customers have to pay in **case** of any payment delay;
  - 16.2.4.** the conditions referring to suspension or interruption of the service in the case of non-payment by a Customer:
  - 16.2.5.** the types of maintenance services offered;
  - 16.2.6.** the compensation or refund arrangements or both which will apply to Customers if the contracted service is not met and, if none are applicable, a statement to that effect;
  - 16.2.7.** a summary of the method of initiating procedures for the settlement of disputes:
  - 16.2.8.** information on service quality levels offered; and
  - 16.2.9.** the duration of the contract, the conditions of renewal and the rights of the Customer to terminate the contract.
- 16.3.** The contract shall also specify that Customers shall have the ability to terminate the contract without penalty if a proposed amendment thereto by the Licensee is not acceptable to the Customer.
- 16.4.** The Licensee shall make the text of all Standard Terms and Conditions available to the public by filing a copy with the Authority; making copies available during regular business hours at its principal offices and any branch offices open to the public; and by **posting** an electronic version on its website.

## **17. NUMBERING**

The Authority shall make available to the Licensee sufficient blocks of Numbers in terms of the applicable regulations.

## **18. NUMBER PORTABILITY**

The Licensee shall provide Number Portability as prescribed by the Authority from time to time in terms of the Act.

**19. CARRIER PRE-SELECTION**

The Licensee shall provide Carrier Pre-selection as prescribed by the Authority from time to time in terms of the Act.

**20. PROVISION OF INFORMATION**

**20.1.** The Licensee shall furnish to the Authority such information as the Authority may reasonably require for the purpose of carrying out any of its functions under the Act and in a form and manner and at such times as the Authority may reasonably require.

**20.2.** The Licensee shall submit to the Authority within four (4) months after the end of each Financial Year a report, certified by an appropriately qualified independent auditor, which sets out the extent to which the Licensee has, during the Financial Year in question, met its obligation with respect to the Roll-out Targets for the preceding Financial Year.

**20.3.** Subject to applicable law, the Authority shall, at the written request of the Licensee, use its reasonable endeavours to ensure that all or any part of any information provided in accordance with this clause **20** reasonably justifying confidentiality, such as commercially sensitive or proprietary information relating to the financial capacity or business plans of the Licensee, trade secrets, etc., shall not be open to public inspection or disclosed to any third party.

**20.4.** For purposes of this clause 20, commercially sensitive documents or information or other matters reasonably justifying confidentiality shall exclude documents or information that was or becomes, or as a matter of law should be, generally available to the public.

**21. BILLING ARRANGEMENTS**

**21.1.** The Licensee shall provide a bill to each post paid Customer, in a form that complies with clause **22** below, for the services rendered during any period determined by the Licensee. The Licensee shall establish appropriate processes and procedures to ensure that Customer bills are accurate and the amount due (after deducting any credits, discounts or similar adjustments) is no higher than an amount which represents the true extent of the services actually provided by the Licensee to the Customer in question.

**21.2.** The Licensee may in its discretion outsource its billing obligation; provided however, it shall remain primarily responsible for meeting its obligations under this Licence in terms of clause 3.9.

**21.3.** The Licensee will be in contravention of this clause **21** if it fails to implement a Billing Process that complies with this Licence and fails to take all reasonable steps to meet its obligations hereunder.

**21.4.** The Licensee shall retain in its records sufficient information:

21.4.1. to enable post paid Customers to verify the charges incurred by them for the use of the Licensee's services; and

21.4.2. to satisfy the Authority that the Billing Process complies with the requirements set forth in clause 21.4.1,

provided that nothing in this clause shall require the Licensee to retain billing records for any more than three (3) years from the date on which they come into being.

## 22. ITEMISED BILLING

22.1. The Licensee shall provide each post paid Customer who so requests an itemised bill in such a form and with appropriate explanation to plainly show the call details including at a minimum, the set up costs, the starting time of each connection, the Number called, the duration of each call, and number of units of each call of the Customer for the billing period to in order to enable the Customer to verify the billed amount.

22.2. In any case where the Authority promulgates regulations relating to itemised billing, the Licensee's compliance with such regulations or principles shall satisfy its obligations in terms of this clause 22.

22.3. The Licensee may make an itemised bill available in a secure location on its website if so requested by a Customer.

## 23. NON-PAYMENT OF BILLS

23.1. Where a Licensee's Customer has not paid the Licensee all or part of a bill for the services rendered to that Customer by the Licensee, the Licensee may take steps to secure payment or to discontinue the service; provided that any measure taken by the Licensee shall-

23.1.1. be proportionate and non-discriminatory;

23.1.2. be set as out in any Customer contract referred to in clause 16 above and published in accordance with that clause;

23.1.3, give due warning in advance of any consequent service interruption or disconnection to the Customer; and

23.1.4. interrupt only the service for which the Customer has failed to make payment, except in cases of fraud or persistent late payment or non-payment.

## 24. PUBLIC PAY-TELEPHONE SERVICES

24.1. The Licensee shall be entitled to install Public Pay-telephones and shall maintain its Public Pay-telephones in working order. The Licensee shall choose the type of Public Pay-

telephones and place for their installation, taking into consideration the penetration of the PSTN and the population density in the respective area.

- 24.2.** All Public Pay-telephones that are installed, modified or replaced by the Licensee shall be capable of making local, national long distance and international calls.
- 24.3.** Public Pay-telephones that are installed, modified or replaced by the Licensee shall be accompanied by information panels placed on or near them in plain view of users which shall specify: instructions for use, applied tariffs (or a telephone number where up-to-date tariff information may be obtained), and telephone numbers for Emergency services, operator assistance and Directory Information services. Calls from Public Pay-telephones for purposes of accessing Public Emergency Services, operator assistance and Directory Information services shall be free of charge unless otherwise authorised by the Authority.
- 24.4.** In addition to the information required to be available at each Public Pay-telephone pursuant to clause **24.3**, the Licensee shall also post the name, address and telephone number for the reporting of complaints.

## **25. SERVICES FOR PEOPLE WITH DISABILITIES**

- 25.1.** The Licensee shall provide services related to the provision of PSTS for people with disabilities in accordance with regulations promulgated by the Authority under the Act. Prior to such regulations coming into force the Licensee shall comply with the requirements of this clause 25 except that clauses **25.3.3** and **25.5** to **25.7** apply only if a Relay Service is available in the Republic.
- 25.2.** The Licensee shall consult with the Authority from time to time to ensure that the needs of people with disabilities are fully taken into account in the development and provision of its telecommunication services and, in particular, about the arrangements relating to –
- 25.2.1.** the supply of, and the provision of maintenance services in respect of, telecommunication apparatus designed or adapted to meet the reasonable demands of people with disabilities: and
- 25.2.2.** the connection to the PSTN of telecommunication apparatus referred to in clause **25.2.1**,
- and shall, at the request of the Authority, participate in any advisory group established to address the needs of people with disabilities.
- 25.3.** The Licensee shall use its reasonable endeavours to ensure that there are available for supply in such a way as to meet all reasonable demands Customer Premises Equipment of the following descriptions:



- 25.3.1. Customer Premises Equipment capable of being inductively coupled to hearing aids which have been designed to be so coupled to Customer Premises Equipment:
- 25.3.2. Customer Premises Equipment incorporating sound amplification facilities; and
- 25.3.3. Customer Premises Equipment that consists of an integrated terminal incorporating an alphanumeric keyboard and a means of displaying text, intended for connection to the PSTN for the sole or primary purpose of supporting live telephone conversations between two or more End Users and that enables access to a Relay Service by persons who are deaf or speech impaired, referred to in this clause 25.3.3 as a textphone.
- 25.4. Clause 25.3.3 shall be deemed to be satisfied in relation to clauses 25.3.1 and 25.3.2 if the Licensee uses its reasonable endeavours to ensure that there is available for supply either one type of Customer Premises Equipment which meets both descriptions or two types of Customer Premises Equipment each of which meets one of the requirements set forth in clauses 25.3.1 and 25.3.2.
- 25.5. The Licensee shall ensure that such End Users of the PSTN which need to make use of a textphone because of their disabilities are able to access a Relay Service.
- 25.6. Calls by End Users who need to use a textphone because of their disabilities shall be charged for the conveyance of such voice and text messages to which a Relay Service applies at no more than the equivalent price as if the conveyance had been made directly between the caller and the called person without the use of a textphone.
- 25.7. The Licensee shall ensure that End Users of textphones have access to Emergency services, operator assistance and Directory Information services, using short code Numbers and receive call progress, voice announcements in a form suitable to textphone End Users.
- 25.8. The Licensee shall take all reasonable steps to install and keep installed in at least fifty percent (50%) of Public Pay-Telephones at which it provides Public Pay-Telephone Services apparatus enabling persons using hearing aids designed for use in conjunction with Public Pay-Telephone to use such hearing aids in connection with voice telephony services.

## 26. CONFIDENTIALITY OF INFORMATION

- 26.1. The Licensee shall not disclose information of a Customer without the consent of the Customer except for the prevention or detection of crime or the apprehension or prosecution of offenders or except as may be authorised by or under any law.
- 26.2. The Licensee shall not use information provided by its Customers or obtained in the course of provision of PSTS to its Customers and End Users other than for and in relation to the provision of **PSTS** in terms of the Licensee.

26.3. The Licensee shall not make use of network or traffic data, traffic profiles or any other data of any nature, and which are not otherwise lawfully publicly available and which become available to the Licensee directly or indirectly as a result of entering into interconnection arrangements or otherwise as a result of carrying telecommunications traffic except in rendering PSTS in terms of this Licence.

26.4. The prohibitions contained in this clause 26 above shall not apply with respect to the name, address and telephone number of Customers for purposes of providing Directories and/or Directory Enquiry Facilities in accordance with clause 8 above.

## 27. CODE OF PRACTICE

The Licensee shall, in consultation with the Authority, prepare and publish not later than six (6) months after the Effective Date or such later date as the Authority may agree, the Code of Practice that duly takes account of the predominant regional languages giving guidance to the Licensee's Customers in respect of any disputes with, and complaints from, those Customers relating to the provision of telecommunication services. The Code of Practice, or a separate document prepared in consultation with the Authority, shall also give guidance on the help that is available to residential Customers who are having difficulty paying their bills and the action the Licensee will take if payment is not received. The Licensee shall consult with the Authority not less frequently than once every three (3) years about the operation of the Code of Practice.

## 28. MISCELLANEOUS

### 28.1. Notices and addresses

28.1.1. Any notice or certification given by the Authority to the Licensee shall be in given in writing and delivered to the Licensee by hand or by registered post.

28.1.2. If delivered by hand to the Licensee's address, it shall be deemed, until the contrary is proved by the Licensee, to have been received by the Licensee at the time of delivery.

28.1.3. If posted by prepaid registered post from an address within the Republic to the Licensee at the address furnished by it, it shall be deemed, until the contrary is proved by the Licensee, to have been received by the Licensee on the fourteenth (14<sup>th</sup>) day of posting.

### 28.2. Limitations

28.2.1. Nothing which the Licensee may do, or omit to do, after the Effective Date shall constitute a breach of any provision of this Licence, to the extent that the Licensee is obliged to do, or to omit to do so, as the case may be, that thing under the terms of any enactment, determination, guideline, rule, regulation or other legislation or any other licence held by it under the Act.

- 28.2.2. The Licensee shall have no liability for any failure or delay in complying with any provision of this Licence if, and to the extent and for so long as, that compliance is prevented or substantially hindered by any act of God, flood, fire, tempest, severe weather conditions, war (whether declared or not), civil disturbances, revolution, riot, insurrection, other natural disasters, act of terrorism, sabotage, other public emergencies or any other cause whatsoever which is substantially beyond the control of the Licensee; provided, however, #at the Licensee may, as a matter of right, seek to demonstrate that such a cause substantially beyond the control of the Licensee has occurred as a result of any act of government or a strike or labour dispute.

## 29. REVOCATION

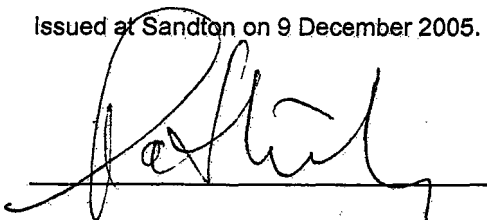
- 29.1. This Licence may be revoked by the Authority at any time by one hundred and twenty (120) days notice or such longer period as the Authority may determine, in writing given to the Licensee at its registered office in any of the following circumstances:

29.1.1. if the Licensee agrees in writing with the Authority that this Licence should be revoked;

29.1.2. if the Licensee repeatedly fails to comply with an order by the Authority under section 100 of the Act (which order has not been set aside by, or is not the subject to proceeding before, a court as referred to in section 100 of the Act) and such failure is not rectified within one hundred and twenty (120) days or such other longer period as has been determined by the Authority, after the Authority has notified the Licensee in writing: or

29.1.3. if the Licensee is placed in final liquidation.

Issued at Sandton on 9 December 2005.



PARIS MASHILE

CHAIRPERSON

ICASA

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**ATTACHMENT 1****PSTN Roll-Out Plan**

1. The Licensee shall roll out ~~its~~ PSTN ~~according~~ to the following Rollout Targets:
  - 1.1 Within five (5) years of the Effective Date, the Licensee shall make available PSTS to 50% of the population in Network ~~Service~~ Areas.
  - 1.2 Within ten (10) years of the Effective Date, the Licensee shall make available PSTS to 80% of the population of the Republic.
2. The Licensee shall ensure that for purposes of achieving ~~the~~ percentages as contemplated in clause 1.1 and 1.2, the equitable distribution of access to the PSTS ~~is~~ achieved across the population ~~in~~ the Network Service Area.
3. The Licensee, in complying with clause 2, shall demonstrate to the Authority the extent to which it complied with the equitable distribution of access to the PSTS.

ATTACHMENT 2  
Service Levels

The Service Levels set out in this Attachment shall apply to standard retail PSTS offered by the Licensee to a Customer.

Service	Indicators				
	2006	2007	2008	2009	2010
Customer fault reports per 1000 lines per annum (excluding faults to Customer Premises Equipment and internal wiring):					
Business customers	580	530	470	415	370
Residential customers (includes services to people with disabilities)	600	550	490	440	390
(Fault Repair Service) Percentage of faults cleared within 48 hours (excluding faults due to Customer Premises Equipment and internal wiring):					
Business customers	87%	90%	92%	94%	97%
Residential customers	80%	83%	86%	88%	90%
Services to people with disabilities	85%	85%	90%	95%	95%
Levels of Public Pay-telephones in working order :					
Coin phones	95%	95%	95%	95%	95%
Card phones	95%	95%	95%	95%	95%
Public Pay-telephones (coin and card) capable of providing services to people with disabilities	95%	95%	95%	95%	95%

Public Pay-telephones that have been vandalised shall be excluded from these calculations for a period of forty five (45) days from the date on which the Licensee becomes aware of such vandalism.

Percentage of orders met within a specified number of days:

Service	Indicators				
	2006	2007	2008	2409	2010
Business customers (commercial and corporate):					
% orders met in twenty-eight (28) days	68%	75%	81%	86%	90%
% orders met in ninety (90) days	92%	94%	96%	97%	98%
Residential customers (includes services to people with disabilities):					
% orders met in twenty-eight (28) days	62%	68%	73%	77%	80%
% orders met in one hundred and twenty (120) days	92%	94%	96%	97%	98%

This Service Level shall be suspended for a period of twenty-four (24) months from the Effective Date and extend for a period of five (5) years without regard to the reference to the year in the heading,

#### Information to be supplied to the Authority

The Licensee shall provide a report to the Authority in respect its compliance of each Service Level within sixty (60) days after 31 December of the applicable year.

The Licensee shall comply with a request by the Authority for additional information or documentation necessary to verify the accuracy of the report.

The method of measurement and calculation of the Licensee's compliance with the Service Levels and the form of the report shall be determined by the Authority after consultation with the Licensee.

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