

## **SCHEDULE 3**

### **CLASS ELECTRONIC COMMUNICATIONS SERVICES LICENCES**

#### **1. INTERPRETATION**

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

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

“ECN” means an electronic communications network;

“ECNS” means an electronic communications network service;

“ECS” means an electronic communications service;

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

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

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

“PECN” means a private electronic communications network.

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

#### **2. COMPLIANCE**

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

#### **3. NOTIFICATION OF LICENCEE DETAILS AND INFORMATION**

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

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

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

#### **4. LICENCE AREA**

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

#### **5. DURATION OF THE LICENCE**

The Licence is valid for ten (10) years from the effective date.

#### **6. COMMENCEMENT AND OPERATION OF SERVICE**

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

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

#### **7. SERVICES TO BE PROVIDED BY THE LICENSEE**

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

#### **8. SAFETY MEASURES**

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

## **9. PROVISION OF INFORMATION**

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

## **10. PUBLICATION OF TARIFFS AND FEES**

- (1) A Licensee may not provide any service for a charge, fee or other compensation, unless the price(s) for the service and other terms and conditions of the provision of such service have been made known to the public by:
- (a) making such prices and terms and conditions available for inspection at its offices during business hours;
  - (b) providing such details to anyone who requests same at no charge; and
  - (c) providing such details on its website, if any.
- (2) A Licensee must provide to the Authority:
- (c) details of the price(s) for its service and other terms and conditions of the provision of such service within 30 days of commencing providing such service; and

- (d) on a bi-annual basis, a record of the actual services provided and the actual tariffs charged therefor during the previous six months.

## **11. METERING AND BILLING ARRANGEMENTS**

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

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

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

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

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

## **12. CONFIDENTIALITY**

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

## **13. CONTRAVENTION AND FINES**

(1) In terms of section 17E(2)(b) of the ICASA Act, the Authority may impose on a Licensee a fine not exceeding One Million Rand (R1 000 000) for each contravention of these regulations.

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

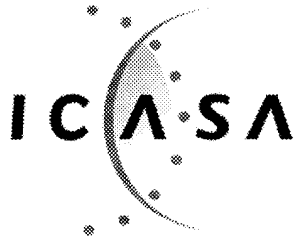
#### **14. NOTICES AND ADDRESSES**

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

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

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

**ANNEXURE C**



**Independent Communications Authority of South Africa**

**CLASS ELECTRONIC COMMUNICATIONS SERVICE LICENCE**

**No. ....**

**GRANTED**

**TO**

.....

**FOR THE PROVISION OF**

**ELECTRONIC COMMUNICATIONS SERVICES**

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

**AT .....ON THIS.....DAY OF .....**

\_\_\_\_\_  
**Chairperson**

**15. LICENSEE**

The Licence is issued to:

- 15.1. Name of Company/Entity:.....
- 15.2. Shareholder:(*where applicable*):.....
- 15.3. Ownership held by persons from historically disadvantaged groups (*where applicable*):.....

**16. LICENCE PERIOD**

- 16.1. The effective date of the Licence is .....
- 16.2. The Licence shall expire on .....

**17. CONTACT DETAILS**

- 17.1. The contact person for the Licensee shall be:
  - 17.1.1. Name:
  - 17.1.2. Tel: .....
  - 17.1.3. Fax:.....
  - 17.1.4. Cell:.....
  - 17.1.5. Email:.....
  
- 17.2. Should the Licensee propose to replace the person so designated, the Licensee shall notify the Authority in writing within seven (7) days after appointing the new designate person.

**18. NOTICES AND ADDRESSES**

The Licensee chooses the following addresses as its principal addresses:

- |   |  |
|---|--|
| 18.1. Postal Address:..... and<br>Address:.....<br>.....<br>.....<br>.....<br>..... | 7.2 Physical<br>.....<br>.....<br>.....<br>..... |
|---|--|

**19. PROMISES OF PERFORMANCE / UNDERTAKINGS BY THE LICENSEE**

The following conditions are undertakings made by the Licensee:

- 19.1. ....
  - 19.2. ....
  - 19.3. ....etc.
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