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**GOVERNMENT NOTICE  
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**INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA**

**No. R. 523**

**14 June 2010**



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

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

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

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

A handwritten signature in black ink, appearing to read 'Paris Mashile', written over a horizontal line.

**PARIS MASHILE  
CHAIRPERSON**

**ICASA**

P Mashile (Chairperson), NA Batyi, TLV Makhakhe, R Nkuna, BB Ntombela, FK Sibanda, Dr MM Socikwa,  
WF Stucke, Prof JCW van Rooyen SC (Councillors), BK Motlana (CEO)

**SCHEDULE 1****INDIVIDUAL BROADCASTING SERVICES LICENCES****1. Definitions**

In these regulations, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the Act has the meaning so assigned:

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

**“BS”** means a broadcasting service; as defined in the Electronic Communications Act 2005 (Act No. 36 of 2005)

**“Effective date”** means the date on which the Licence is issued;

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

**“Licensee”** means a person named in the Licence and issued with a licence to provide services in terms of Chapter 3 of the Act;

**“Public Service Announcement”** means an announcement broadcast by a broadcasting service licensee aimed at imparting knowledge or information concerning a disaster or immediate grave danger to the public or in the interests of public welfare; and

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

## 2. NOTIFICATION OF LICENSEE DETAILS AND INFORMATION

(1) A Licensee must submit written notice to the Authority within seven (7) days of the occurrence of the following changes in its licence:-

- (a) the name of the Licensee;
- (b) contact details;
- (c) shareholding; and
- (d) notices and addresses.

(2) Any transfer of shares undertaken in terms of 2(1)(c) above must comply with all licence terms and conditions and the Act.

## 3. LICENCE AREA

The licence area is as specified in the Schedule.

## 4. DURATION OF THE LICENCE

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

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

## 5. COMMENCEMENT OF OPERATIONS

A Licensee must commence operation of the BS specified in the Licence within the following periods, unless the Authority grants, on good cause shown, an extended commencement period on written application, prior to the expiry of the period referred in sub-clause (a) and (b) and (c) below:

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

**6. HOURS OF OPERATIONS**

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

**(2)** Where a Licensee cannot provide the licensed service due to circumstance beyond its 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 in terms of these regulations provide one of the following BS:

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

**8. SAFETY MEASURES**

A Licensee must, in respect of all apparatus, equipment and installations that it owns, leases or uses, take such safety measures as may be prescribed and in any event such reasonable and necessary safety measures to safeguard life or property, and to 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, compliance with licence conditions 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 information to be used for purposes of sectoral analysis, planning, reporting and conducting inquiries.

(2) In respect of each information request referred to in sub-clause (1), except where otherwise addressed in applicable regulations, the Authority will provide, among other things, detailed specifications of its information request, applicable response times and a contact person to whom queries will be addressed.

(3) The licensee must provide the information in accordance with such format as may be prescribed by the Authority.

#### **10. PUBLIC SERVICE ANNOUNCEMENTS**

(1) The Licensee must broadcast public service announcements in the public interest as may be requested by the Authority in writing.

(2) The Licensee may broadcast public service announcements in the public interest as may be requested by a Public Service Institution in writing.

#### **11. GENERAL OBLIGATIONS OF LICENSEES**

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

(a) any judgement or judgements given in a court of law against it; and

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

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

(a) a log of all advertisements broadcast;

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

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

(d) a log of programmes broadcast.

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

#### **12. SPECIFIC TERMS AND CONDITIONS**

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

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

**13. OBLIGATIONS THAT APPLY IN RESPECT OF SUBSCRIPTION BROADCASTING SERVICES ONLY**

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

- (a) details of the price(s) for its service and other terms and conditions of the provision of such service within 30 days of commencing such service; and
  - (b) on bi-annual basis, a record of the actual services provided and the actual tariffs charged therefore during the previous six months.
- (3) Billing Obligations of Subscriptions BS Licensees:
- (a) The Licensee must at no charge provide an accurate invoice with a detailed statement of services rendered to any subscriber.
  - (b) Such invoice must include, among other things, the following information for the entire period covered by such invoice or statement:
    - (i) detail of all services rendered to the customer or subscriber;
    - (ii) the breakdown of the different charges associated with such services; and
    - (iii) the applicable service pricing for the period of use covered by such invoice or statement.

#### 14. CONTRAVENTION AND FINES

- (1) Upon a determination of non-compliance by the Complaints and Compliance Committee in terms of the ICASA Act, the Authority may impose a fine not exceeding:
- (a) One Million Rand (R1 000 000) for contravention of regulations 3, 4, 5(a-c), 6, 7, 9, 10(1-2), and 12
  - (b) One Hundred Thousand Rands (R100 000) for contravention of all the regulations not specified in the regulation 14(1)(a); and
  - (c) Additional One Hundred Thousand Rands (R100 000) for repeated contravention of the regulations

#### 15. NOTICES AND ADDRESSES

- (1) Any notice or certification given by the Authority or the Licensee shall be in writing and:
- (a) if delivered by hand to the recipient's address, it shall be deemed, until the contrary is proven, that it has been received at the time of delivery;
  - (b) if posted by pre-paid registered post from an address within the Republic of South Africa, it shall be deemed, until the contrary is proven, to have been received on the 14<sup>th</sup> day after the date of posting; or
  - (c) if sent by facsimile transmission during normal business hours, proof of successful transmission shall be deemed to be proof of receipt, unless the contrary is proven.

(2) A Licensee shall provide the Authority with an address where it will accept formal service of letters, documents and legal process in this regard as well as a fax and telephone number on which it can be contacted as set out in the Licence.

**16. SHORT TITLE AND COMMENCEMENT**

These regulations are called the Standard Terms and Conditions for Individual Broadcasting Services, 2010 and will come into operation by notice in the gazette.

**17. REPEAL OF REGULATIONS**

These regulations repeal **Government Gazette No. 30530** containing the Standard Terms and Conditions for Individual licences published 30 November 2007. in its entirety.





**Annexure A**

**Individual Broadcasting Service Licence**

No. ....

**Granted**

**To**

.....

**For the provision of**

.....

**Effective from [Year:Month:Day]**

**Signed for and on behalf of the Independent Communications Authority of South Africa**

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

**Amended [Year:Month:Day]** \_\_\_\_\_  
**Chairperson**

**Transferred [Year:Month:Day]** \_\_\_\_\_  
**Chairperson**

**Surrendered [Year:Month:Day]** \_\_\_\_\_  
**Chairperson**

**1. LICENSEE**

The Licence is issued to:

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

**2. CONTACT DETAILS**

2.1 The contact person for the Licensee shall be:

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

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

**3. NOTICES AND ADDRESSES**

The Licensee chooses the following addresses as its principal addresses:

- 3.1 Postal Address:..... and 3.2 Physical Address: .....
- .....
- .....
- .....

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**SCHEDULE 2****INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICES LICENCES****1. DEFINITION**

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

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

**“ECN”** means an Electronic Communications Network;

**“ECNS”** means an Electronic Communications Network Service;

**“Effective date”** means the date on which the Licence is issued;

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

**“Licensee”** means the person named in Licence and issued with a licence to provide services in terms of Chapter 3 of the Act;

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

**2. NOTIFICATION OF LICENSEE DETAILS AND INFORMATION**

**(1)** A Licensee must submit written notice to the Authority within seven (7) days of the occurrence of the following changes in its licence:

**(a)** the name of the Licensee;

**(b)** contact details;

**(c)** shareholding; and

**(d)** Notices and addresses.

**(2)** Any change or transfers of shares undertaken in terms of 2(1)(c) above must comply with all licence terms and conditions and the Act.

**3. LICENCE AREA**

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

**4. DURATION OF THE LICENCE**

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

**5. COMMENCEMENT AND OPERATION OF SERVICE**

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

**(2)** Where a Licensee cannot provide the licensed service due to circumstances beyond its 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.

**6. SERVICES TO BE PROVIDED BY THE LICENSEE**

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

**7. SAFETY MEASURES**

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

**8. 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, compliance with licence conditions 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 information to be used for the purposes of sectoral analysis, planning, reporting and conducting inquiries
- (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 whom queries may be addressed.
- (3) The licensee must provide the information in accordance with such format as may be prescribed by the Authority.

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

A Licensee must submit to the Authority, on a bi-annual basis, a record of the actual services provided and the actual tariffs charged thereof during the previous six months.

#### **10. 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 an accurate invoice with a detailed statement of services rendered to any end-user at no charge. .
- (3) The invoice must include information for the entire period covered by such invoice as follows:
- (a) details of services rendered to the end-user;
  - (b) breakdown of charges associated with services, and
  - (c) such other relevant information associated with the end-user's account.
- (4) Upon request by an end-user, the Licensee must provide an itemised bill, which contains a sufficient level of detail to allow verification of charges incurred in using the services provided by the licensee.
- (a) Each detailed itemised bill shall contain at least the following information in relation to each individual transaction (voice or data call) charge incurred by the subscriber during the relevant billing period:
- (1) destination,
  - (2) dialled number,
  - (3) date,
  - (4) time,

(5) duration, and

(6) charge for each individual transaction.

(b) The detailed itemised bill must be provided:

(i) via post or in an electronic format; and

(ii) at such a price that takes into account the difference in the mode of delivery

#### 11. SPECIFIC TERMS AND CONDITIONS

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

(a) Licence area;

(b) ownership and control structures of the Licensee;

(c) requirements for ownership and control by persons from historically disadvantaged groups in respect of the Licensee, in addition to any prescribed by the Authority;

(d) human resources training and skills development undertaken by the licensee;

(e) service requirements and quality standards; and

(f) universal service and access obligations, including without limitation, detailed roll-out obligations and incentives for the provision of ECNS in rural and under-served areas, imposed by the Authority in addition to the payment of the prescribed contribution to the Universal Service and Access Fund.

#### 12. CONTRAVENTION AND FINES

Upon a determination of non-compliance by the Complaint and Compliance Committee in terms of the ICASA Act, the Authority may impose a fine not exceeding:

(a) One Million Rands (R1 000 000) for contravention of regulations 2, 3, 4, 5, 7, 8(2), 8(3), 9 and 10.

(b) One Hundred Thousand Rands (R100 000) for contravention of any regulations not specified in regulation 12 (1) (a); and

(c) Additional One Hundred Thousand Rands (R100 000) for repeated contraventions of these regulations.

### 13. NOTICES AND ADDRESSES

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

(a) if delivered by hand to the recipient's address, it shall be deemed, until the contrary is proven, that it has been received at the time of delivery;

(b) if posted by pre-paid registered post from an address within the Republic of South Africa, it shall be deemed, until the contrary is proven, to have been received on the 14<sup>th</sup> day after the date of posting; or

(c) if sent by facsimile transmission during normal business hours, proof of successful transmission shall be deemed to be proof of receipt, unless the contrary is proven.

(2) A Licensee shall provide the Authority with an address where it will accept formal service of letters, documents and legal process in this regard as well as fax and telephone numbers on which it can be contacted as set out in the Licence.

### 14. SHORT TITLE AND COMMENCEMENT

These regulations are called the Standard Terms and Conditions for Individual Electronic Communications Network Service 2010, and will come into operation by notice in the gazette.

### 15. REPEAL OF REGULATIONS

These regulations repeal **Government Gazette No. 30530** containing the Standard Terms and Conditions for Individual licences published in Notice 1138 of 30 November 2007 in its entirety.



**ANNEXURE B**

**INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICE LICENCE**

**NO. ....**

**GRANTED**

**TO**

**.....**

**FOR THE PROVISION OF**

**ELECTRONIC COMMUNICATIONS NETWORK SERVICES**

**Effective from [Year:Month:Day]**

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

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

**Amended [Year:Month:Day] \_\_\_\_\_**  
**Chairperson**

**Transferred [Year:Month:Day] \_\_\_\_\_**  
**Chairperson**

**Surrendered [Year:Month:Day] \_\_\_\_\_**  
**Chairperson**



**1. LICENSEE**

The Licence is issued to:

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

**2. CONTACT DETAILS**

2.1 The contact person for the Licensee shall be:

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

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

**3. NOTICES AND ADDRESSES**

The Licensee chooses the following addresses as its principal addresses:

- 3.1 Postal Address:..... and 3.2 Physical Address: .....
- .....
- .....
- .....

**SCHEDULE 3****INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICES LICENCES****1. DEFINITIONS**

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

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

**“ECN”** means an Electronic Communications Network;

**“ECNS”** means an Electronic Communications Network Service;

**“ECS”** means an Electronic Communications Service;

**“Effective date”** means the date on which the Licence is issued;

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

**“Licensee”** means the person named in Licence and issued with a licence to provide services in terms of Chapter 3 of the Act.

**“PECN”** means a private electronic communications network; and

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

**2. NOTIFICATION OF LICENSEE DETAILS AND INFORMATION**

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

(a) the name of the Licensee;

(b) contact details;

(c) shareholder; and

(d) Notices and addresses

(2) Any change or transfers of shares undertaken in terms of 2(1)(c) above must comply with all licence terms and conditions and the Act.

### **3. LICENCE AREA**

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

### **4. DURATION OF THE LICENCE**

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

### **5. 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 its 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.

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

A Licensee must provide ECS by means of an ECN operated by ECNS Licensee or a licence-exempt PECN operator.

### **7. SAFETY MEASURES**

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

### **8. 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, compliance with licence conditions 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 information to be used for the purposes of sectoral analysis, planning, reporting and conducting inquiries.
- (2) In respect of each information request referred to in sub-clause (1), except where otherwise addressed in applicable regulations, the Authority will provide, among other things, detailed specifications of its information request, applicable response times and a contact person to whom queries may be addressed.

#### 9. PUBLICATION OF TARIFFS AND FEES

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

#### 10. 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) (2) A Licensee must provide an accurate invoice with a detailed statement of services rendered to any end-user at no charge.
- (3) - The invoice must include information for the entire period covered by such invoice as follows:
- (a) details of services rendered to the end-user;
  - (b) breakdown of charges associated with services, and
  - (c) such other relevant information associated with the end-user's account.

**(4)** Upon request by an end-user, the Licensee must provide an itemised bill, which contains a sufficient level of detail to allow verification of charges incurred in using the services provided by the licensee.

**(a)** Each detailed itemised bill shall contain at least the following information in relation to each individual transaction (voice or data call) charge incurred by the subscriber during the relevant billing period:

- (1)** destination,
- (2)** dialled number,
- (3)** date,
- (4)** time,
- (5)** duration, and
- (6)** charge for each individual transaction.

**(b)** The detailed itemised bill must be provided:

- (i)** via post or in an electronic format;
- (ii)** at such a price that takes into account the difference in the mode of delivery.

## **11. SPECIFIC TERMS AND CONDITIONS**

The Authority may impose additional terms and conditions upon the Licensee in terms of section 9(7) of the Act and the ICASA Act. These specific terms and conditions will be contained in the Schedule.

## **12. CONTRAVENTION AND FINES**

**(1)** Upon a determination of non-compliance by the Complaint and Compliance Committee in terms of the ICASA Act, the Authority may impose a fine not exceeding:

- (a)** One Million Rands (R1 000 000) for contravention of regulations 2, 4, 5, 7, 8(2), 9 and 10;
- (b)** One Hundred Thousand Rands (R100 000) for contravention any regulation not specified in regulation 12 (1)(a), and

- (c) One Hundred Thousand Rands (R100 000) for repeated contravention of the regulations.

### 13. NOTICES AND ADDRESSES

- (1) Any notice or certification given by the Authority or the Licensee shall be in writing and:
  - (a) if delivered by hand to the recipient's address, it shall be deemed, until the contrary is proven, that it has been received at the time of delivery;
  - (b) if posted by pre-paid registered post from an address within the Republic of South Africa, it shall be deemed, until the contrary is proven, to have been received on the 14<sup>th</sup> day after the date of posting; or
  - (c) if sent by facsimile transmission during normal business hours, proof of successful transmission shall be deemed to be proof of receipt, unless the contrary is proven.
- (2) A Licensee shall provide the Authority with an address where it will accept formal service of letters, documents and legal process in this regard as well as a fax and telephone number on which it can be contacted as set out in the Licence.

### 14. SHORT TITLE AND COMMENCEMENT

These regulations are called the Standard Terms and Conditions for Individual Electronic Communication Services 2010, and will come into operation by notice in the gazette.

### 15. REPEAL OF REGULATIONS

These regulations repeal **Government Gazette No. 30530** containing the Standard Terms and Conditions for Individual licences published in Notice 1138 of 30 November 2007 in its entirety.



**Annexure C**

**Individual Electronic Communications Service Licence**

No. ....

**Granted**

**To**

.....

**For the provision of**

**Electronic Communications Services**

**Effective from [Year:Month:Day]**

**Signed for and on behalf of the Independent Communications Authority of South Africa**

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

**Amended [Year:Month:Day] \_\_\_\_\_**

**Chairperson**

**Transferred [Year:Month:Day] \_\_\_\_\_**

**Chairperson**

**Surrendered [Year:Month:Day] \_\_\_\_\_**

**Chairperson**

**1. LICENSEE**

The Licence is issued to:

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

**2. CONTACT DETAILS**

2.1 The contact person for the Licensee shall be:

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

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

**3. NOTICES AND ADDRESSES**

The Licensee chooses the following addresses as its principal addresses:

- 3.1 Postal Address:..... and 3.2 Physical Address: .....
- .....
- .....
- .....

