



**INDIVIDUAL LICENCE NUMBER:**

**ISSUED TO**

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**FOR THE PROVISION OF**

**UNIVERSAL POSTAL AND COURIER SERVICES**

**IN ACCORDANCE WITH SECTION 6(b) OF THE ESWATINI COMMUNICATIONS  
COMMISSION ACT, 10 OF 2013, READ TOGETHER WITH THE POSTAL AND  
COURIER LICENSING GUIDELINES, 2021, AS MAY BE AMENDED  
("the License")**

**AT MBABANE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_**

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**CHIEF EXECUTIVE  
MVILAWEMPHI DLAMINI  
ESWATINI COMMUNICATIONS COMMISSION**

## **1. DEFINITIONS**

1.1. In this licence, all words and expressions shall, unless the context indicates otherwise, have the same meanings as in the Eswatini Communications Commission Act, 10 of 2013, read together with the Postal and Courier Licensing Guidelines, 2021 as may be amended. The following definitions apply:

1.1.1. "Act" means the Eswatini Communications Commission Act, 2013;

1.1.2. "Commission" means the Eswatini Communications Commission established under Section 3 of the Eswatini Communications Commission Act, 2013;

1.1.3. "Courier Service" means the collection, transmission and delivery, whether by land, by water or by air from one place, whether within or outside Eswatini, to another place, whether within or outside Eswatini, of postal articles with additional features including:

1.1.3.1 Speed;

1.1.3.2 Approximate delivery period;

1.1.3.3 Proof of delivery; and

1.1.3.4 Track and Trace.

1.1.4. "Designated Postal Operator" means Eswatini Posts and Telecommunications Corporation (EPTC);

1.1.5. "Licence" has the meaning assigned to it under Section 2 of the Eswatini Communications Commission Act, 10 of 2013;

1.1.6. "Licensee" has the meaning assigned to it under Section 2 of the Eswatini Communications Commission Act, 10 of 2013;

1.1.7. "Licenced service" means any service that is authorised under this licence;

1.1.8. "Postal article" means anything dispatched by a postal or courier service licensee within the 0 - 30 Kg weight range and further described as either

documents or goods;

1.1.9. "Postal Service" means the services performed and facilities provided in connection with the collection, transmission and delivery, whether by land, by water or by air from one place, whether within or outside Eswatini, to another place, whether within or outside Eswatini, of postal articles;

1.1.10. "Reserved area" means delivery of universal postal services that are exclusively provided by the designated postal operator as part of universal postal services by the Designated Postal Operator under conditions approved by the Commission;

1.1.11. "Tariff" means any charges raised by licensee for the provision of postal and courier services;

1.1.12. "Universal services obligation" means an obligation placed on the Licensee to provide the minimum set of services prescribed by the Commission;

1.1.13. "Universal Access Fund" means the Universal Access Fund established in Part VI of the Electronic Communications Act, 2013;

1.1.14. "UPU" means the Universal Postal Union.

## **2. CONTACT DETAILS**

2.1. The primary contact person for the Licensee shall be:

2.1.1. **Name:**

2.1.2. **Tel:**

2.1.3. **Cell:**

2.1.4. **Email:**

## **3. NOTICES AND ADDRESSES**

3.1. The Licensee chooses the following addresses as its principal address:

3.1.1. **Postal Address:**

3.1.2. **Physical Address:**

**4. OWNERSHIP AND CONTROL**

- 4.1. The Licensee's shareholding structure is as contained in **Annex A**.
- 4.2. The Licensee shall notify the Commission in writing of any changes to its ownership and control structure and shall not transfer, cede, pledge, assign or otherwise dispose of, or encumber:
- 4.2.1. This Licence; or
  - 4.2.2. Shares in excess of 5% of the issued capital in the Licensee; or
  - 4.2.3. Voting share capital resulting in a change to the composition of one quarter of the board of directors without the prior written approval of the Commission.
- 4.3. The Licensee shall submit an application for approval of a change in ownership or control contemplated in Clause 4.2, prior to concluding such transaction, which approval shall not be unreasonably withheld.

**5. NOTIFICATION OF LICENSEE DETAILS AND INFORMATION CHANGE**

- 5.1. The Licensee shall submit a written notice to the Commission within fifteen (15) days of the occurrence of any of the following changes in its licence:
- 5.1.1. **the contact person;**
  - 5.1.2. **contact details;**
  - 5.1.3. **physical address of the main office of the Licensee;**
  - 5.1.4. **financial year end;**
  - 5.1.5. **any change affecting the characteristics of the Licensee or structure; or**
  - 5.1.6. **any change in the person having control over or interests in the body.**
- 5.2. Failure to notify the Commission of any of the changes mentioned above

shall be dealt with by the Commission in accordance with Section 42 of the Act.

## **6. SCOPE OF THE LICENCE**

6.1. The Licensee is authorised to operate in the Kingdom of Eswatini and outside the Kingdom to provide Postal and Courier Services in accordance with the Eswatini Communications Commission Act, 10 of 2013 read together with the Postal and Courier Service Guidelines, 2021, and any other applicable legal framework regulating postal and courier services, as may be amended. The Licensee shall be entitled to provide the following postal and courier services:

**6.1.1. Delivery of postal articles in and outside of Eswatini;**

**6.1.2. Receipt of postal articles in and outside of Eswatini;**

**6.1.3. Operation of the postal reserved area;**

**6.1.4. Operation of domestic and international courier services;**

**6.1.5. Carry out the postal universal service obligations in accordance with the applicable regulatory frameworks and UPU standards and protocols; and**

**6.1.6. Carry out any other services as may be authorised by the Commission.**

6.2. The Licensee shall, at all times, ensure compliance with the totality of its obligations in terms of this licence and any other regulatory instruments applicable.

6.3. Failure to comply with the licence obligations will be dealt with as a contravention of the terms of this licence and shall be dealt with in accordance with Section 42 of the Act.

## **7. DURATION OF THE LICENCE**

7.1. This licence is granted for a period of ten (10) years from the date of issue.

## **8. COMMENCEMENT DATE**

8.1. This licence shall be effective from \_\_\_\_\_ until \_\_\_\_\_.

## **9. RENEWAL OF LICENCE**

9.1. The Licensee may apply for renewal of the licence in writing no less than twelve (12) months prior to the expiration of the licence, and the Commission shall make a decision relating to such renewal application by no later than three (3) months before the expiry date of the licence.

9.2. When considering an application for renewal of the licence, the Commission shall have regard to the performance of the Licensee in conducting its business during the licence period.

9.3. The licence terminates on the last day of the licence if it is not renewed or where an application for renewal has been declined. Notwithstanding, the Commission may extend the licence for a period that may be specified by the Commission pending the renewal process.

9.4. Where the Licensee fails to make an application for renewal of the licence or where the application for renewal is declined by the Commission, the Licensee shall cease to provide the services on the expiration date of the licence.

## **10. FEES**

10.1. The Licensee shall pay the following fees:

### **10.1.1. Annual Operating Fee**

The Licensee shall pay an annual licence fee of 5% of Gross Annual Turnover or a minimum amount of Seven Thousand Emalangeni

Only (E7500.00), whichever is greater, for the duration of the validity of the licence.

#### **10.1.2. Universal Access and Service Fund**

The Licensee shall pay an annual contribution of 0.5% of Gross Annual Turnover towards the Universal Access and Service Fund.

#### **10.1.3. Renewal Fee**

The renewal fee applicable shall be determined by the Commission and notified in a decision to renew.

10.2. The Licensee shall submit Audited Financial Statements within three (3) months of the financial year-end of the Licensee.

10.3. The licence fee payments are due within one (1) month after the submission of Audited Financial Statements.

### **11. AMENDMENT OF THE LICENCE**

11.1. Any amendment of the terms and conditions of this licence together with its appendices may only be made in writing by the Commission. The Commission may, where it deems necessary initiate the amendment of a licence.

### **12. TARIFF FILING AND PUBLICATION**

12.1. The Licensee shall lodge all existing products and services and applicable tariffs to the Commission within ninety (90) days of issue of this licence. Should the Licensee be unable to lodge the tariffs within the prescribed timelines, the Licensee may apply for an extension to file tariffs, which extension shall not be unreasonably denied.

12.2. The Licensee may not provide any courier service for a charge, fee or other compensation, unless the standard available full tariff price(s) for the service and other terms and conditions for the provision of such service have been

filed with the Commission prior to the provision of the said service. In making such a filing, the Licensee must utilise a format approved by the Commission in writing. Fees for customs services are excluded from such notifications and approvals.

12.3. In filling of tariffs by the Commission, the Licensee must ensure that it specifies:

12.3.1. A description of the services to be provided;

12.3.2. Details of the amounts to be charged for the services;

12.3.3. Any other applicable charges;

12.3.4. The proposed impact on existing tariffs and in the case of a change, the need for change; and

12.3.5. The effective date of the new tariff, which may not be a date less than ten (10) days from the date filling.

12.4. After the filing process of the tariffs with the Commission, the Licensee must:

12.4.1. make such tariffs, the terms and conditions of the services to be provided at its offices during business hours to anyone who requests same at no charge.

### **13. HANDLING OF POSTAL ARTICLES**

13.1. The Licensee shall be deemed to possess a postal article from the moment that such an item is handed to the Licensee or their agent.

13.2. In delivery of a postal articles, the Licensee shall adhere to the provisions in Section 12 of the Postal and Courier Guidelines, 2021.

13.3. The Licensee shall develop and file with the Commission, its documented procedures for the disposal of items deemed undeliverable.

**14. LIABILITY AND COMPENSATION**

14.1. The Licensee shall develop and submit to the Commission policies and procedures outlining the extent and conditions of its liability for the loss and/or damage of articles under its care and the compensation process for such loss or damage.

**15. FRANCHISE, AGENCY AND SUBSIDIARY OPERATIONS BY THE LICENSEE**

15.1. The Licensee may provide all or part of its services on a sub-contractual, agency or franchise basis or through a subsidiary company; and

15.2. The Licensee shall lodge a list of all its subcontractors, agents, franchisees or subsidiaries with the Commission for noting.

**16. POSTAL SECURITY AND SAFETY**

16.1. The Licensee shall adhere to standards, guidelines or rules that the Commission may impose from time to time to ensure postal security and safety.

**17. PROHIBITED ARTICLES**

17.1. The Licensee shall not accept for transmission of any prohibited articles as specified by laws of the country, international conventions and the Postal and Courier Guidelines.

**18. QUALITY OF SERVICE**

18.1. The Licensee shall adhere to the quality of service standards obligations as stipulated in the Postal and Courier Licensing Guidelines and any other applicable international regulatory frameworks.

**19. CONFIDENTIALITY OF CUSTOMER INFORMATION**

19.1. The Licensee shall ensure that customer information obtained or received in the provision of the service by itself or its agents, sub-contractors or

service providers is kept confidential, that it is, not disclosed or made accessible to third parties or used otherwise than for the purposes or furtherance of the provision of the service.

19.2. Notwithstanding subsection 19.1 above, the Licensee shall not disclose information of a customer except with the consent of the customer, and only to the extent that such information is required in compliance with a Court Order or an applicable statutory obligation.

## **20. CUSTOMER SERVICE STANDARDSS**

20.1. The Licensee shall internally develop, publish and implement Customer Services Guidelines for the confidential use by its employees for administering customer queries and complaints, and which separate publicly available guidelines containing the criteria stipulated in 20.2 shall be published and made available to any customer who requests copies thereof.

20.2. The Customer Service Guidelines shall address the following areas:

20.2.1. Contact details in the event of a complaint;

20.2.2. Complaints Handling Procedures and applicable timeframes;

20.2.3. Appeal/Escalation process and timeframes for customers not satisfied with the resolution of a complaint; and

20.2.4. Bill-verification procedures where a customer disputes an invoice.

20.3. The Customer Services Guidelines shall be submitted to the Commission within two (2) months of the issuance of this Licence, and must be approved by the Commission prior to implementation.

## **21. REPORTING AND CONTROL**

21.1. The Licensee shall prepare a detailed written report annually on the Licenced Service, within three (3) months of end of its financial year.

21.2. The Licensee shall submit a detailed written quarterly report in a format specified by the Commission, within thirty (30) days of the end of each quarter, which report shall include, but not limited to the following information on the Licenced Service:

21.2.1. Volume of parcels/letters;

21.2.2. Quality of service;

21.2.3. Number and nature of complaints received;

21.2.4. List of disposed undelivered articles;

21.2.5. Mail security,

21.2.6. Number of postal outlets; and

21.2.7. Staffing compliment

## **22. COLLABORATION AND INTERCONNECTION AGREEMENTS**

22.1. The Licensee is authorised to enter into service interconnection mutual agreements with other Licensees.

22.2. The Licensee shall file its proposed interconnection agreements with third parties with the Commission prior to concluding the agreement.

## **23. INTERNATIONAL STANDARDS AND COMMITMENTS**

23.1. The Licensee shall adhere to international conventions, agreements and standards to which the Kingdom of Eswatini is a party in relation to postal and courier services.

## **24. CONTRAVENTIONS AND PENALTIES**

24.1. Failure to comply with any licence condition contained herein, regulations, guidelines, directives, authorizations or decisions issued by the Commission shall be deemed a contravention of this licence.

24.2. Where the Commission finds the Licensee guilty of a contravention (s) of the licence terms and conditions, the Licensee may incur a sanction

imposed in accordance with Section 42 of the Eswatini Communications Commission Act.

**25. FORCE MAJEURE**

25.1. Where the Licensee cannot provide any service due to circumstances beyond its control, for a continuous period of twenty-four (24) hours or longer, it shall notify the Commission in writing of such circumstances within twenty-four (24) hours of the occurrence thereof and shall endeavour to restore the services as soon as reasonably possible.

**26. TRANSITIONAL MEASURES**

26.1. The Licensee shall notify the Commission of any challenges which have been brought about by the issuance of this licence and the parties shall discuss and consider avenues to address and remedy those challenges on terms and conditions to be agreed upon by the parties to ensure compliance with the licence terms and conditions.

26.2. The Licensee shall continue providing the services which it was providing prior to the issuance of this licence.

**27. SEVERABILITY**

27.1. Where a Court of competent jurisdiction finds any provision of this licence unlawful, that provision shall be severed from this licence and the remainder of the licence conditions shall continue to apply as if such clause had not been part of the licence.

## ANNEX A

### Ownership and Control

#### Shareholding

<b>Name</b>	<b>Natural / Juristic Person</b>	<b>Nationality/ Country of Registration</b>	<b>Percentage</b>	<b>Voting Rights</b>