



GENERAL LICENCE NUMBER: GECS/NO. \_\_\_/YEAR\_\_\_/

ISSUED TO

**NAME OF LICENSEE**

FOR THE PROVISION OF

**ELECTRONIC COMMUNICATIONS EQUIPMENT IMPORTATION, DISTRIBUTION  
AND SALE**

IN ACCORDANCE WITH SECTION 9 READ WITH SECTION 10 OF THE  
ELECTRONIC COMMUNICATIONS ACT, 9 OF 2013, AS MAY BE AMENDED

("the Licence")

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

\_\_\_\_\_  
**CHIEF EXECUTIVE  
MVILAWEPHI DLAMINI  
ESWATINI COMMUNICATIONS COMMISSION**

## 1. DEFINITIONS

In this licence, all words and expressions shall, unless the context indicates otherwise, have the same meanings as in the Electronic Communications Act, 9 of 2013, as may be amended, read with the Eswatini Communications Commission Act, 10 of 2013, as may be amended. The following definitions apply:

“**licence**” has the meaning assigned to it under Section 2 of the Eswatini Communications Commission Act, 2013;

“**licensee**” has the meaning assigned to it under Section 2 of the Eswatini Communications Commission Act, 2013;

“**licensed service**” means any service provided in terms of an equipment installation and maintenance licence;

“**annual Licence Fee**” means an annual fee paid to the Commission for providing licensed services;

## **2. SCOPE OF THE LICENCE**

- 2.1. The Licensee is authorized to operate in the Kingdom of Eswatini and provide communication equipment importation, distribution and sale services in accordance with the Electronic Communications Act, 9 of 2013 read together with the Electronic Communications (Licensing) Regulations, 2016.
- 2.2. The Licensee shall be entitled to provide equipment importation, distribution and sale services, including but not limited to:
  - 2.2.1. Importation, distribution and sale of electronic communications equipment;
  - 2.2.2. Any other services as may be authorised by the Commission from time to time.
- 2.3. This licence is issued in terms of and in accordance with the Electronic Communications Act, 9 of 2013, as may be amended.
- 2.4. The Licensee is subject to the Statutes mentioned above as well as the regulations, decisions, guidelines, directives, determinations and authorizations that may be issued under the Statutes.
- 2.5. The Licensee shall, at all times, ensure compliance with the totality of its obligations in terms of this licence and under the regulatory instruments mentioned in this clause.
- 2.6. Failure to comply will be dealt with as a contravention of the terms of this licence and the Commission shall be entitled to take any corrective measures provided for in the Statutes, regulations, decisions, guidelines, directives, determinations and/or authorizations.

## **3. DURATION, COMMENCEMENT AND RENEWAL**

- 3.1. This licence is granted for a period of 3 years.
- 3.2. The Licensee shall commence the provision of services within a period of one (1) year from the effective date of this licence. Where the Licensee is unable to commence the services within the period allowed, it shall submit an application

requesting the extension of the commencement period three (3) months before the expiry of the period.

3.3. The Licensee shall apply for a renewal of this licence within the validity period of this licence.

3.4. The application to renew a licence shall be submitted to the Commission no earlier than twelve (12) months prior to the expiry of the licence, and the Commission shall make a decision relating to such renewal application by not later than three (3) months before the date of expiry of the licence.

3.5. The Commission may renew the licence in accordance with prevailing legislation and regulations, provided that the Licensee has not been in breach of the licence conditions.

3.6. The licence terminates upon expiry of the licence term, on the last day of said term 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.

#### **4. AMENDMENT OF THE LICENCE**

4.1. Save for as set out in this licence, any amendment of the terms and conditions of this licence together with its appendices may only be amended in writing by the Commission, in accordance with Section 12 of the Electronic Communications Act.

#### **5. CONTACT DETAILS**

5.1. The principal contact person for the Licensee shall be:

5.1.1. **Name:**

5.1.2. **Tel:**

5.1.3. **Cell:**

5.1.2. **Email:**

#### **6. NOTICES AND ADDRESSES**

6.1. The Licensee chooses the following addresses as its principal addresses:

6.1.2. **Postal Address:**

6.1.3. **Physical Address:**

## **7. NOTIFICATION OF LICENSEE DETAILS AND INFORMATION**

7.1. The Licensee shall submit a written notice to the Commission within 30 days of the occurrence of any of the following changes in its licence:

7.1.2. the contact person;

7.1.3. contact details;

7.1.4. physical address of the main office of the licensee; or

7.1.5. financial year end.

## **8. SAFETY MEASURES**

8.1. The Licensee shall, 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. CUSTOMER SERVICE STANDARDS**

9.1. The Licensee shall develop, and implement Customer Services Guidelines or service level agreements for use by its employees for administering customer queries and complaints, which guidelines must be made available to a customer receiving service under this licence.

9.2. The Customer Services Guidelines must address the following areas:

9.2.2. Complaints Handling Procedures and applicable timeframes for the delivery of services under the licence;

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

9.3. The Customer Services Guidelines must be submitted to the Commission within two (2) months of the issuance of this licence, and must be approved by the Commission for implementation.

## **10. REPORTING**

10.1. The Licensee shall submit the annual performance reports, on or before the 31<sup>st</sup> March of every year.

## **11. QUALITY OF SERVICE REQUIREMENTS**

11.1. The Licensee must comply with the quality of service targets set out in the service level agreements concluded with all its customers.

## **12. CONFIDENTIALITY OF CUSTOMER INFORMATION**

12.1. The Licensee shall not, under any circumstances whatsoever, disclose any information about a customer to any third party or another customer except to the extent that such information is required in compliance with a Court Order or an applicable statutory obligation.

12.2. The Licensee shall develop and implement a policy to ensure the safety and security of customer information at all material times. The policy and its implementation must ensure that information obtained or received by the Licensee in its normal course of business about customers, whether natural or corporate persons, shall remain confidential and may only be released with the express authorization of the customer concerned, such authorization to be furnished in writing.

12.3. The Licensee is required to observe the highest standard of confidentiality where it services two customers (licenced operators) competing in the market. The Licensee is to ensure that information belonging to one customer is not disclosed to the other customer.

12.4. A copy of the policy to be administered by the Licensee must be submitted to the Commission within 30 days of the issuing of this licence.

### **13. CONTRAVENTIONS, PENALTIES, SUSPENSION AND REVOCATION OF THE LICENCE**

13.1. Failure to comply with any of the Statutes, these licence conditions, or any regulations, guidelines, authorizations or decision issued by the Commission shall be a contravention of the licence.

13.2. Where the Commission finds the licensee guilty of a contravention in accordance with Section 21 of the Electronic Communications Act read with Section 36 – 42 of the Eswatini Communications Commission Act, the Licensee may incur a sanction imposed in accordance with Section 42 of the Eswatini Communications Commission Act.

### **14. GENERAL**

14.1. The Licensee shall not engage in any anti-competitive or discriminatory practices against or negatively affecting any customer or against any other Licensee.

14.2. The Licensee shall ensure that it develops and implements a Human Resource, Training & Skills Development Policy to be updated annually and submitted to the Commission.

### **15. SEVERABILITY**

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

15.2. To the extent that the Minister makes any regulations as contemplated in Section 5 and 49 of the Electronic Communications Act which have an impact on any matter addressed in this licence at any time, the relevant provision of this licence shall be construed as repealed and severed from the licence and the relevant regulation so made shall take precedence from the date it comes into operation.

## **16. FEES**

16.1. The Licensee shall pay the following fees:

16.1.2. E200.00 (Two Hundred Emalangeni) Initial Registration Fee;

16.1.3. E1000.00 (One Thousand Emalanageni) Annual Licence Fee.

16.2. The annual licence fee payments shall be due annually on the **1<sup>st</sup> of April of each year.**

## **17. OWNERSHIP AND CONTROL**

17.1.2. The Licensee's shareholding structure is contained in Appendix A.

17.1.3. The Licensee must 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:

17.1.3.1. this licence, or

17.1.3.2. shares in excess of 5% of the issued share capital, or

17.1.3.3. 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.

17.1.4. The Licensee shall submit an application for approval of a change in ownership or control contemplated in above prior to concluding such a transaction, which approval shall not be unreasonably withheld.

17.1.5. This restriction shall not preclude the shares of a Licensee from being listed on the Eswatini Stock Market/Exchange, provided that such listing shall not have the effect of vesting greater than 30% of the voting share capital in any non-citizen of the Eswatini Kingdom or a competitor (actual or potential) and/or supplier of the Licensee.



**Appendix A**  
**Ownership and Control**

Shareholding

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