



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

ISSUED TO

(NAME OF LICENSEE)

FOR THE PROVISION OF

ELECTRONIC COMMUNICATIONS SERVICES

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 \_\_\_\_\_

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CHIEF EXECUTIVE  
MVILAWEMPHI DLAMINI  
ESWATINI COMMUNICATIONS COMMISSION

## 1. DEFINITIONS

In this licence, all words and expressions shall, unless the context indicates otherwise, have the same meaning 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:

**“annual turnover”** means total revenue generated from licenced activities per annum, less service provider discounts, interconnection and facilities leasing charges and government grants and subsidies, based on audited annual financial statements;

**“audited annual financial statements”** means statements audited by a registered auditor in line with acceptable accounting standards, or if the Licensee is not required by law to audit its financial statements, the annual financial statements signed and sworn by the accounting officer of the Licensee;

**“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 electronic communications network licence; electronic communications service licence; or radio frequency spectrum licence;

**“net operating income”** means the income derived from the provision of a licensed service and does not include agency fees, interconnection and facility leasing charges, and government grants and subsidies;

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

**“Universal Access Fund”** means the universal access fund provided in Part VI of the Electronic Communications Act, 9 of 2013.

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

- 2.1. The Licensee is authorized to operate in the Kingdom of Eswatini and provide electronic communications services in accordance with the Electronic Communications Act, 9 of 2013 read with the Eswatini Communications Commission Act, 10 of 2013. The Licensee shall be entitled to provide electronic communications services on a technology and service neutral basis, including but not limited to:
  - 2.1.1. Internet Services;
  - 2.1.2. Value Added Services; and
  - 2.1.3. Any other services as may be authorised by the Commission from time to time.
- 2.2. In providing its services, the Licensee shall use the services of a duly licenced electronic communications network service provider.
- 2.3. The Licensee is not authorised to provide public voice telephony services.
- 2.4. This licence is issued in terms of and in accordance with 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.
- 2.5. The Licensee is subject to the statutes mentioned above as well as the regulations, decisions, guidelines, determinations and authorizations that may be issued under these Statutes.
- 2.6. The Licensee must, at all times, ensure compliance with the totality of its obligations in terms of this licence and under the regulatory instruments mentioned above.
- 2.7. 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, determinations and/or authorizations.

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

- 3.1. This licence is granted for a period of 5 years from the date of issue.
- 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 no later than three (3) months prior to the commencement date of the licence.
- 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:**

5.1.4. **Email:**

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

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

6.1.1. **Postal Address:**

6.1.2. **Physical Address:**

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

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

7.1.1. the contact person;

7.1.2. contact details;

7.1.3. physical address of the main office of the Licensee; or

7.1.4. financial year end.

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

8.1. The 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. METERING AND BILLING ARRANGEMENTS**

- 9.1. The Licensee shall install and operate metering and billing systems which accurately record the extent of the service(s) provided to any customer.
- 9.2. The Licensee must provide an accurate invoice with a detailed statement of services rendered to any customer at no charge.
- 9.3. The invoice must include information for the entire period covered by such invoice as follows:
  - 9.3.1. details of services rendered to the end-customer;
  - 9.3.2. breakdown of charges associated with services; and
  - 9.3.3. such other relevant information associated with the customer's account.
- 9.4. Upon request by a post-paid customer, 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.

## **10. CUSTOMER SERVICE STANDARDS**

- 10.1. The Licensee must develop, publish and implement Customer Services Guidelines for use by its employees for administering customer queries and complaints, which guidelines must be published and made available to any customer who requests copies thereof.
- 10.2. The Customer Services Guidelines must address the following areas:
  - 10.2.1. Complaints Handling Procedures and applicable timeframes;
  - 10.2.2. Appeal/Escalation process and timeframes for customers not satisfied with the resolution of a complaint;
  - 10.2.3. Bill-verification procedures where a customer disputes an invoice; and
  - 10.2.4. Publication of Quality of Service information for services provided.

10.3. 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.

## **11. TARIFF FILING AND PUBLICATION**

11.1. The 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 filed with and approved by 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.

11.2. In submitting a request for the approval of its tariffs to the Commission, the Licensee must ensure that it specifies:

11.2.1. A description of the services to be provided;

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

11.2.3. Any other applicable charges;

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

11.2.5. The effective date of the new tariff, which may not be a date less than 10 days from the date of filing.

11.3. The Commission shall notify the Licensee of its decision, including reasons where the tariff has not been approved.

11.4. In the event that the Commission approves the tariff, the Licensee must:

11.4.1. widely publicise the new rates and the effective date in the market;

11.4.2. make such prices and the terms and conditions of the services to be provided available for inspection on its website and at its offices during business hours; and provide such details to anyone who requests same at no charge.

11.5. Should the Licensee have any existing tariff or tariffs in place that pre-date this licence, such tariffs, fees and charges must be submitted the Commission for its approval within one (1) month of the issuance of this licence.

## **12. REPORTING**

12.1. The Licensee must submit the quarterly reports in the format specified by the Commission, within 30 days from the end of each quarter.

## **13. QUALITY OF SERVICE REQUIREMENTS**

13.1. The Licensee must comply with the quality of service targets set out in the Electronic Communications (Quality of Service) Regulations, 2016.

## **14. CONFIDENTIALITY OF CUSTOMER INFORMATION**

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

14.2. 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 members of the public, 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.

14.3. 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.

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

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

15.2. Where the Commission finds the Licensee guilty of a contravention in accordance with sections 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.

## **16. FORCE MAJEURE**

Where the Licensee cannot provide any service due to circumstances beyond its control, for a continuous period of twelve (12) 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 is reasonably possible.

## **17. GENERAL**

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

17.2. 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. The Licensee must submit a quarterly report to show compliance with implementation of the Policy, in the format to be specified by the Commission.

## **18. SEVERABILITY**

18.1. 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.

18.2. 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.

## **19. FEES**

19.1.1 . The Licensee shall, annually, pay the following fees based on revenue from its Licensed Services:

19.1.1.1 An initial licence fee of E15, 000.00 (Fifteen Thousand Emalangeni);

19.1.1.2 A contribution of 0.5% of its audited Net Operational Income towards the Universal Access Fund;

19.1.1.3 A payment of 2% of its audited Net Operational Income towards annual Royalties.

19.2. The licence fee payments are due annually within 3 months of the financial year end of the Licensee and shall be accompanied by the Annual Audited Financial Statement of the Licensee, alternatively, prepared Management Accounts approved by a registered Accountant.

## **20. OWNERSHIP AND CONTROL**

20.1.1. The Licensee shall submit its shareholding structure as contained in **Appendix A.**

20.1.2. 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:

20.1.2.1. this license, or

20.1.2.2. shares in excess of 5% of the issued share capital; or

20.1.2.3. 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.

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

20.1.4. 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 Kingdom of Eswatini 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>