

INTRODUCTION

1. In order to provide electronic communications services to its subscribers, Tertiary Education and Research Network of South Africa NPC (“TENET”) holds licences issued by the Independent Communications Authority of South Africa (ICASA).
2. ICASA requires that all licence-holders comply with, inter alia, the:
 - 2.1. ICASA Code of Conduct Regulations 2008, which sets out minimum standards of conduct when providing services to subscribers or dealing with potential subscribers; and
 - 2.2. ICASA End-User and Subscriber Service Charter Regulations 2009, which sets out minimum quality of service standards applicable to services provided to subscribers and potential subscribers.
3. TENET has developed a Code of Conduct and Service Charter in line with these Regulations and will strive to follow this in its interactions with its Customers insofar as the terms of the Code of Conduct and Service Charter are applicable to the Customer.
4. The ICASA Code of Conduct Regulations 2008 are available [here](#).
5. The ICASA End-user and Subscriber Service Charter Regulations are available [here](#).

DEFINITIONS

6. “**Business Day**” means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.
7. “**Business Hours**” means 09h00–17h00 on Business Days.
8. “**Customer**” means a subscriber or potential subscriber of Electronic Communications Services from TENET in terms of the ICASA Code of Conduct Regulations 2008.

KEY COMMITMENTS

9. TENET makes the following key commitments and will endeavour to:
 - 9.1. Act in a fair, reasonable and responsible manner in all dealings with Customers;
 - 9.2. Ensure that all its services and products meet the specifications as contained in TENET’s licences and all the relevant laws and regulations;
 - 9.3. Not unfairly discriminate against or between Customers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
 - 9.4. Display utmost courtesy and care when dealing with Customers;
 - 9.5. Provide Customers with information regarding services and pricing;
 - 9.6. Where requested to do, so provide Customers with guidance with regard to their service needs; and
 - 9.7. Keep the personal information of Customers confidential unless TENET is:
 - In possession of written authorisation from the Customer to do so;
 - Required to release such information for the purpose of briefing TENET’s auditors, professional advisors or an accredited debt collection agency; and/or Tertiary Education and Research Network of South Africa NPC

- Otherwise authorised or required by any law or an order of Court;

10. Customers have the right to refer Complaints to ICASA as more fully set out in the Complaints Procedure.

CONSUMER RIGHTS

11. The ICASA Code of Conduct Regulations 2008 stipulate the following (non-exhaustive) list of consumer rights held by Customers:

- 11.1. A right to be provided with the required service without unfair discrimination;
- 11.2. A right to choose the service provider of the Customer's choice;
- 11.3. A right to receive information in the Customer's preferred language (TENET will do its best to meet this request where reasonable);
- 11.4. A right to access and question records held by TENET which relate to the Customer's relationship with TENET;
- 11.5. A right to the protection of the Customer's personal data, including the right not to have personal data sold to third parties without the Customer's express permission;
- 11.6. A right to port a number in terms of applicable regulations;
- 11.7. A right to lodge a complaint; and
- 11.8. A right to redress.

AVAILABILITY OF INFORMATION

12. The following information can be obtained from the TENET website <http://tenet.ac.za> or by email request to servicemanager@tenet.ac.za (with no charge payable), and is available for inspection at TENET's offices during Business Hours:

- 12.1. TENET's range of services/products on offer;
- 12.2. Tariff rates applicable to each service offered;
- 12.3. Terms and conditions applicable to such services/products;
- 12.4. Payment terms;
- 12.5. Billing, billing processes and the Billing Disputes Procedure;
- 12.6. General Complaints Procedure, and
- 12.7. Relevant contact details.

BILLING

13. TENET will provide the Customer with an itemised bill or invoice on request or where this is specified as part of the services provided to the Customer.

14. Billing terms are also set out on TENET's invoices.

DEFECTIVE ITEMS

15. Where a product is defective, TENET will investigate the issue and will replace it in accordance with the manufacturer's warranty for that product.

APPLICATION/CREDIT VETTING

16. Where applicable, TENET reserves the right to subject any application for services and/or products, including variations to existing services and/or products, to credit referencing and analysis by registered credit bureaux, and the Customer explicitly consents to the use of all information supplied by the Customer for this purpose and for the purpose of compliance with the National Credit Act 34 of 2005, as amended.

TERMS AND CONDITIONS OF SERVICE

17. TENET will provide the Customer with a copy of the written terms and conditions upon finalisation of a service agreement or as soon as is reasonably possible thereafter. Where an agreement is entered into telephonically, a copy of the written terms and conditions thereof will be provided to the Customer within seven (7) Business Days.
18. These written terms and conditions will contain clear provisions relating to the nature of the contract, the minimum duration of the contract, the manner and notice period for termination and any payments which may be applicable for early termination.
19. Where TENET affects changes to the terms and conditions of its service, TENET will inform the Customer of such changes within a fair and reasonable period.

MINIMUM SERVICE STANDARDS

20. TENET will, subject to events and conduct beyond its reasonable control:
 - 20.1. provide a minimum of 95% network service availability measured over twelve (12) months;
 - 20.2. provide a minimum of 95% service availability measured over twelve (12) months;
 - 20.3. attain a 90% success rate in meeting requests for installation and activation of service for qualifying service applicants within thirty (30) Business Days of request, while meeting the balance of requests within forty (40) Business Days of request;
 - 20.4. provide full reasons to the Customer where TENET is not able to meet a request for service within these time periods within seven (7) Business Days of receipt of request for same;
 - 20.5. attain a 90% success rate within seven (7) Business Days in meeting requests for activation of a service, while meeting the balance of requests within fifteen (15) Business Days of request, provided that the applicant is within TENET's specified coverage area;
 - 20.6. provide full reasons to the Customer where TENET is not able to meet a request for activation within these time periods within seven (7) Business Days of receipt of request for same;
 - 20.7. maintain an average of 90% fault clearance rate for all faults reported within three (3) Business Days, with the balance to be cleared within six (6) Business Days of the reporting of the fault;
 - 20.8. respond within three (3) minutes (averaged over twelve months) to any call directed to the TENET call centre;
 - 20.9. monitor its network 24 hours a day, 7 days a week, 364/5 days a year.
21. Customers acknowledge that TENET is directly dependent on network and other services provided by third parties in providing the services and meeting the standards set out above, and that TENET cannot be held liable in any manner whatsoever for any failure to meet such standards where this results from the acts and/or omissions of such third parties.