



**Connectnet Broadband Wireless (Pty) Ltd**

**Service Charter**

**and**

**Code of Conduct**



# **CONNECTNET BROADBAND WIRELESS (PTY) LTD SERVICE CHARTER AND CODE OF CONDUCT**

<b>TABLE OF CONTENTS</b>
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<b>1. INTRODUCTION</b>	<b>3</b>
<b>2. PURPOSE OF THE CODE</b>	<b>3</b>
<b>3. OUR COMMITMENT</b>	<b>5</b>
<b>4. CONNECTNET CUSTOMERS' RIGHTS</b>	<b>8</b>
<b>5. CONNECTNET'S SERVICES</b>	<b>9</b>
<b>6. COMPLAINTS PROCEDURE</b>	<b>10</b>

## **1. INTRODUCTION**

Connectnet Wireless Broadband (Pty) Ltd (“ConnectNet”) values its customers and their continued and loyal support. We strive to ensure that our customers receive the best possible service at all times and that their complaints and queries are dealt with expeditiously and fairly. This Code (the “Code” <sup>1</sup>) is a tool to facilitate our journey of continuous improvement in the quest for Excellence in Customer Care.

The compiling of this Code was initiated in December 2007 when ICASA published its Code of Conduct regulations and subsequent Service Charter regulations in October 2008 and revised in July 2009, to strengthen and standardize the conduct and processes for dealing with customer complaints.

We follow this Code of Practice and Service Charter and wish to share this with our customers.

## **2. PURPOSE OF THE CODE**

ConnectNet has published this Code of Conduct to provide our customers with a clear guide regarding our commitment to customer care and how we have given effect to it. This Code embodies the requirements of a Service Charter for end-users and subscribers, as well as performance measurements for the quality of service that customers can expect.

This Code will also be used by ConnectNet staff to guide, evaluate and improve our own performance in assisting you as our valued customer.

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<sup>1</sup>This Code is based on ICASA’s Code of Conduct regulations and End-user and Subscriber Service Charter regulations for ECS and ECNS licensees. Refer to Notice 1740 of 2007 published in GG No. 30553 on 7 December 2007 and Notice R 774 of 2009 published in GG No. 32431 on 24 July 2009

For this purpose, this Code includes details on measures to exceed our customers' expectations.

This Code will serve to assist and inform customers in:

- Explaining the type of electronic communications services ConnectNet offers;
- Communicating ConnectNet's commitment to its customers;
- Providing guidance to a customer regarding his/her rights, obligations and remedies, and where to get more information;
- Informing customers on how and where to get help and advice regarding ConnectNet services, tariffs, fees, billing and terms and conditions for the services;
- Informing customers on how and where to lodge a complaint regarding ConnectNet services;
- Setting out the procedures to lodge complaints regarding ConnectNet services, as well as the relevant escalation procedures.

ConnectNet is committed to comply with the requirements of the Electronic Communications Act 36 of 2005, regulations and related legislation with regard to the service we provide to our customers.

ConnectNet reserves the right to regularly review this Code to ensure compliance with legislative and regulatory requirements.

<b>3. OUR COMMITMENT</b>
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**KEY COMMITMENTS:**

ConnectNet is committed to:

- **Act in a fair, reasonable and responsible manner in all dealings with the customer;**
- **Display the utmost courtesy and care when dealing with customers;**
- **Not unfairly discriminate against or show undue preference to customers or categories of customers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation in the provisioning of services;**
- **Provide accurate information regarding our services and tariff packages to all subscribers and potential customers;**
- **Provide guidance upon request to customers with regard to their customer needs;**
- **Ensure that all services and products meet the specifications in terms of our licence and relevant laws and regulations;**
- **Expediently resolve any valid customer complaint by means of an efficient and effective complaints handling procedures (set out below), failing which we shall advise customers about remedies at ICASA;**

- **Respect the privacy of customers and ensure that all customer information obtained is:**
  - **used for the purpose permitted or required in terms of ConnectNet's service delivery;**
  - **released to the customer only;**
  - **not disclosed to third parties without the written consent of the customer;**
  - **disclosed as directed by an order of Court;**
  - **disclosed during the process of debt collection and/or credit bureau listing;**
  - **disclosed for the purpose of auditing of company accounts by ConnectNet's auditors; or**
  - **disclosed as required by law.**

In addition to our key commitments, ConnectNet will:

- Provide efficient and effective customer care services;
- Provide accurate information that is readily accessible and understandable to customers, particularly by using plain language in service contracts;
- Make the standard tariff charges and terms and conditions pertaining to ConnectNet's services available to ICASA within thirty (30) days of commencing all services, also by publishing it on the company website and by having it freely available to the public for inspection at our offices during business hours;
- Provide customers with free access to the terms and conditions or upon request a copy of the written terms and conditions of service contracts immediately or as soon as reasonably possible after conclusion of a

contract, except where a contract is entered into telephonically ConnectNet will provide a written copy to the customer within seven (7) working days after entering into a contract;

- Inform customers about changes to terms and conditions within a fair and reasonable period;
- Inform customers of their rights, remedies and obligations;
- Clearly communicate the charging, billing, collection and credit processes involved for particular services when requested by the customer to do so;
- Inform prospective customers at the outset about the details of credit referencing, where applicable, which must comply with the relevant legislation, including the National Credit Act No. 34 of 2005;
- Publish payment procedures on customer bills;
- Ensure that advertising material, including in particular, tariff information is not misleading and comply with the Code of Conduct published by the South African Advertising Standards Authority and other applicable Codes;
- Ensure that our staff is adequately trained and familiar with the contents of the Code;
- Display a copy of our “Key Commitments” included in the Code at our offices and a copy of the Code on our website at [www.connectnet.co.za](http://www.connectnet.co.za);
- Make available a printed copy of the Code to customers in English and in at least one other official language;

- Provide a copy of the Code to the customer in the requested official language upon request;
- Ensure that the terms and conditions of our service contracts include the following provisions: the nature of the contract, minimum duration of the contract, notice period, as well as manner of notice of termination;
- Use our best endeavours to provide all our subscribers and customers with services that comply with the following quality of service measurements:
  - Service availability for 95%<sup>2</sup>, subject to performance and availability of network services provided by other licencees;
  - Connectivity failure rate not exceeding 3%<sup>3</sup>, subject to performance of network services provided by other licencees;
  - Meet qualifying, reasonable and feasible requests for service activation by end-user and subscribers within seven (7) days;
  - Meet qualifying, reasonable and feasible requests for service installation and activation by end-user and subscribers within thirty (30) days;
  - Clear faults reported within three (3) days;
  - Strive not to exceed the standard response time of three (3) minutes<sup>4</sup> in relation to call centres.

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<sup>2</sup> Average availability within area of coverage measured over a period of 6 months.

<sup>3</sup> Averaged over 6 months.

<sup>4</sup> Averaged over 12 months.

- If we are unable to meet the above installation and/or activation targets, we undertake to notify you with reasons within seven (7) days of receipt of your request.

#### **4. CONNECTNET CUSTOMERS' RIGHTS**

ConnectNet recognise and respect its customers' rights to:

- be provided with the required service without unfair discrimination;
- choose the service provider<sup>5</sup> of their choice;
- receive information in the preferred language;
- access and question records and information held by the service provider in terms of the licence or relevant law;
- the protection of the customers' personal data, including the right not to have personal data sold to third parties without permission by the customer;
- lodge a complaint;
- redress, should a complaint not be resolved in a satisfactory manner.

Every right corresponds with a certain obligation, and ConnectNet take cognizance of rights and their associated obligations. For example, the

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<sup>5</sup> "Service provider" means a) a juristic person that sells to a consumer electronic communications service(s) and/or products(s) for the consumer's own use. (b) a network operator; (c) a juristic person that purchases network services from a network operator to resell these services to the consumer

customer's right to be provided with a service when subscribing to it causes an obligation on the part of the customer to pay for the service, as well as an obligation on the company to provide the service.

## **5. CONNECTNET'S SERVICES**

ConnectNet provides electronic communications services in South Africa.

ConnectNet is a value added provider of wireless data communications and services for business-to-business and machine-to-machine applications. State of the art communication devices (including "T-Pad", "Mobile Router", "E-Pad") were locally developed to provide fast, secure, reliable and cost effective communications for applications such as Point-of-Sale card terminals, ATMs, pre-paid terminals, healthcare verification, telemetry and security. ConnectNet also provides an advanced user friendly bulk SMS solution.

## **6. COMPLAINTS PROCEDURE**

### **What is a complaint?**

A complaint is a communication lodged to ConnectNet by a customer in which he/she provide details about his or her dissatisfaction with the standard of services provided by ConnectNet.

Complaints can be lodged telephonically, by post, in person or by electronic text or a combination of the aforementioned media.

Complaints must be lodged in accordance with ConnectNet's complaints procedure.

## **Where and how can I lodge my complaint?**

Complaints must be lodged by contacting us as follows:

You may contact ConnectNet telephonically on 086 111 4777 between 08:00 to 16:30 business days.

You can send a facsimile to us on 012 663 5184.

You can also send an e-mail to us on [customer@connectnet.co.za](mailto:customer@connectnet.co.za). E-mails can also be sent to our designated Customer Care e-mail address on our website on [www.connectnet.co.za](http://www.connectnet.co.za).

You can write to us at:

ConnectNet Complaints

Customer Care Department

PO Box 11691

Zwartkop

0051

All complaints will be attended to at our Customer Care Centre, irrespective of which means of communication is used to lodge your complaint.

## **I've lodged a complaint, what happens next?**

- ConnectNet will acknowledge receipt of the complaint within three (3) days upon receipt thereof by our Customer Care department.
- We will provide a prompt response and reply as soon as our investigation and research is complete.

- Our customer care agents will be guided by relevant internal policies, procedures and internal training material that is regularly reviewed, e.g. billing and credit procedures when investigating your complaint.
- We will inform you in advance about the time for payment and the possibility of disconnection in the case of non-payment within a certain period before disconnection will take place.
- Billing complaints will be guided by the following general principles:
  - Services will not be disconnected while the investigation of a disputed portion of a bill is still pending and until the customer has been informed of the results of the investigation and the final decision on the complaint;
  - Customers are not required to pay the disputed amount on the bill pending the investigation of the complaint.
- In case of service interruption due to defective products, we will communicate with you what steps will be taken to correct the defect, and what alternative arrangements have been put in place during the period, to the extent possible.
- We will listen to your concerns and learn from all the complaints, because they help us to improve our services.
- If we made a mistake, we will apologise to you and take action to stop the same mistake from happening again.
- Our aim is to resolve all complaints within fourteen (14) days of receipt thereof.

### **I'm not satisfied with the reply to my complaint... what can I do?**

If you have made a specific and serious complaint, you can escalate your complaint to the managing director via e-mail ([andre@connectnet.co.za](mailto:andre@connectnet.co.za)) or facsimile (012 663 5184) within 14 days of receiving your reply from Customer Care. The managing director will:

- undertake an investigation of your complaint;
- decide whether your complaint is justified;

- instruct the relevant division to take action to correct any errors and prevent the same mistake being made again;
- communicate our final decision to you.

### **I still think ConnectNet has got it wrong... what can I do?**

Complainants must first give ConnectNet an opportunity to resolve their justified complaints before they approach ICASA.

A customer, who remains dissatisfied with the outcome of his /her complaint after having escalated such complaint to the Customer Interface unit, may approach ICASA for the resolution of the complaint.

He or she may utilize the procedure set out in Section 17C of the ICASA Act which provides that:

*(1)(a) A person who has reason to believe that a licensee is guilty of any non-compliance with the terms and conditions of its licence or with this Act of the underlying statutes may lodge a complaint with the Authority within 60 days of becoming aware of the alleged non-compliance.*

*(2)The Authority may direct the complaint to the Complaints and Compliance Committee for consideration.*

The procedures to be followed in terms of a section 17(C) complaint can be found on ICASA's website at [www.icasa.org.za](http://www.icasa.org.za)

## **Record keeping of Complaints**

ConnectNet will keep and maintain a record of all complaints received from customers.

Connect will also comply with its obligation to submit to ICASA six-monthly reports on complaints received and processed by ConnectNet. Information included in the complaints reports are: number of complaints received, resolved, distribution across categories, provinces and turn-around times.

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