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INTRODUCTION

The Zambia Information and Communications Technology Authority (Authority) is provided for under section 4 of the Information and Communication Technologies (ICT) Act No. 15 of 2009 hereinafter referred to as “the Act.” Section 6 of the Act empowers the Authority to regulate the provision of electronic communication services and products and monitor the performance of the sector, including the levels of investment and the availability, quality, cost and standards of the electronic communication services. The Authority’s mandate has further been enhanced by the provisions of the Electronic Communications and Transactions Act No. 21 of 2009.

Under Section 69 of the Act, the Authority is empowered to prepare a code of conduct for licensees and persons exempt from holding licences under the Act. In accordance with the aforementioned section, the Authority is hereby publishing the Code of Conduct for all ICT service providers.

1.0. INTERPRETATION

In this Code, unless the context otherwise requires-
“Act” means the Information and Communication Technologies Act No. 15 of 2009;

“Authority” has the meaning assigned to it under the Act;

“Accessibility” means a measure of the extent to which a product or service can be used by a person without a disability as effectively as it can be used by a person with a disability without imposing a disproportionate or undue burden on the licensee;

“Communication” includes languages, display of text, Braille, tactile communication, large print, accessible multimedia as well as written, audio, plain-language, human-reader, augmentative and alternative modes, means and formats of communication, including accessible information and communication technology;

“Consumer” means a person to whom an Electronic communications service is rendered, and any person who purchases electronic communication products otherwise than for the purpose of resale, but does not include a person who purchases any electronic products for the purpose of using them in the production and manufacture of any other goods or articles for re-sale;

“Clear and Conspicuous” means a statement that is readily understandable and presented in a format that compared to other material with which it is presented, makes it noticed and understood by a reasonable consumer;

“Discrimination on the basis of disability” means any distinction, exclusion or restriction on the basis of disability which has the purpose or effect of impairing or nullifying the recognition, enjoyment or exercise, on an equal basis with others, of all human rights and fundamental freedoms in the political, economic, social, cultural, civil or any other field. It includes all forms of discrimination, including denial of reasonable accommodation;

“Persons with Disabilities” include those who have long term physical, mental, intellectual, sensory impairments which in interaction with various barriers may hinder their full participation in society on an equal basis with others;

“Language” includes spoken, written, sign language or other forms of non-spoken languages;
1.0. INTERPRETATION

The Authority is hereby publishing the Code of Conduct for all ICT service providers. In accordance with the aforementioned provisions of the Electronic Communications and Transactions Act No. 21 of 2009, the electronic communication services. The Authority’s mandate has further been enhanced by the sector, including the levels of investment and the availability, quality, cost and standards of provision of electronic communication services and products and monitor the performance hereinafter referred to as “the Act.” Section 6 of the Act empowers the Authority to regulate under section 4 of the Information and Communication Technologies (ICT) Act No. 15 of 2009.

The Zambia Information and Communications Technology Authority (Authority) is provided for in section 4 of the Act. Article 3 therein states that the Authority is in charge of regulating the provision of electronic communication services and products and make available services and products for public use. Article 5 of the Act further requires that the Authority shall have the powers to receive and handle complaints from any person about any matter of which any electronic communication service provider has knowledge or information or that it should be aware of, and in the event of any complaint, the Authority shall immediately take whatever measures it may consider necessary. In addition, Article 13 of the Act states that the Authority shall have the power to specify and make available for the public, a list of the services and products for which information and communications technologies are required.

2.0. PROVISION OF INFORMATION TO CONSUMERS

Licensees shall provide Consumers with information in print on their services that is complete, accurate, and up-to-date, in simple, clear language translated into seven official local languages & Braille for the English language. Sign language interpretation shall be used for appropriate electronic media.

2.1. SERVICES, RATES AND PERFORMANCE INFORMATION

Current service arrangements, including rates and terms and conditions for all services offered to the public, shall be readily available in print, Braille and electronic format (including on each Licensee’s web site). Such information including that highlighted below shall also be available at all retail outlets where the Licensee’s services are sold;

I. Services that are subject to price or tariff regulation by the Authority shall be described in service tariff pages published in an accessible form, including being made available at designated company offices and on the Licensee’s web site;

II. For those Licensees that publish subscriber directories, the terms of service shall be printed in the front section of such directories; and

III. On the service quality levels offered, the waiting time for initial connection and any service areas and coverage maps where applicable.

2.2. SERVICE LEVEL AGREEMENTS

A Licensee shall avail to a subscriber, the Authority, and make available on request, a copy of...
vii. The agreement shall contain the following information:

(a) The commencement date of the contract;
(b) What the minimum contract term is, if applicable;
(c) Where applicable, the minimum contract period and the manner and consequences of termination;
(d) The situations where early termination is possible;
(e) The amount or method of calculating any charges payable upon early termination where applicable;
(f) The conditions and terms of renewal of the contract, if applicable;
(g) The conditions and terms of disconnection and reconnection and fees that may be charged for disconnection or reconnection.

vi. Before a contract for service is entered into, a Licensee shall inform the Consumer of:

(a) The applicable rates or charges;
(b) What the charges include;
(c) Each part or element of an applicable charge, and the method of its calculation;
(d) The frequency of the charge or other circumstances that give rise to the charge;
(e) Whether the charges or elements thereof are subject to change from time to time, the circumstances of such changes and how the Consumer will be informed of such changes; and
(f) The terms and conditions of the products and services.

v. Where services are subject to upgrade or migration options, Consumers shall be provided with clear and complete information regarding the upgrade or migration terms, including any changes in service performance and any duly approved fees or charges resulting from the upgrade or migration.

iv. For services that are bundled with services from third parties, Licensee shall be fully responsible for the effective performance of the entire package including service support, maintenance, complaints handling, dispute resolution and other administrative requirements.

iii. A description of each component service or product, and where the Licensee sells the service or product component separately, the price that the Licensee would charge for the component on a stand-alone basis should all be stated.

ii. The Licensee shall provide Consumers with specific information regarding any compensation, refund or other arrangements which may apply if contracted quality service levels are not met, along with the procedures and methods for resolving disputes in respect of the service contract.

i. Prior to entering into a contract for any service, Consumers shall be provided with a complete description of the service in clear and plain language (in a language the consumer understands and Braille where applicable) avoiding unnecessary technical terms. Where other services are required in order to effectively utilise the service, the Consumer shall be sufficiently informed of such requirements or service dependencies.

The Service Level Agreement for the provision of services. The agreements shall be written in plain and clear language. Agreements in Braille shall be provided on request from a subscriber. The Authority shall provide a prototype of contracts or service level agreements as a minimum to all Licensees:
(h) Terms and conditions that may apply to refund of any deposit;
(i) Timing and any deductions or charges applicable;
(j) Terms and conditions relating to situations that may give rise to the interruption, withdrawal or discontinuation of the service;
(k) Terms and conditions relating to the delivery, installation and activation of the service;
(l) Specific information regarding any maintenance services offered; and
(m) Quality of Service Parameters.

viii. Before entering into a contract to provide services, the Licensee shall inform the Consumer as to whether there is any contractual warranty relating to products (if any) supplied for use in connection with the service, including how to obtain warranty service if needed and where a copy of the warranty is not provided with the products, the Licensee shall inform the Consumer how and where it is available. The Licensee shall provide specific information regarding any maintenance services offered.

ix. The Service level Agreement/Contract shall not be altered by the Licensee without the written consent of the consumer.

3.0. PROVISIONING AND FAULT REPAIR OF SERVICES

A Licensee shall provide services within any service supply time targets set out in the Authority’s Quality of Service Guidelines, subject to the following:

I. In the event the Licensee encounters technical problems that interfere with provisioning of the service(s), the time for provisioning will be subject to any time or process of rectification permitted by the Authority;
II. A Licensee shall not be responsible for any readiness of premises or availability of infrastructure or equipment that is beyond the reasonable control of the Licensee;
III. A Licensee shall not be responsible for delays or refusals of service requests caused by the Consumer being identified as not creditworthy where creditworthiness is and can reasonably be expected to be an essential pre-requisite of provision of the particular service;
IV. A Licensee shall implement the facilities and processes needed to permit Consumers to report faults 24 hours a day;
V. A Licensee and its agents shall comply with the relevant fault repair standards set out in the Authority’s Quality of Service Guidelines;
VI. A licensee shall give advance warning of anticipated service disruptions or planned outages in line with the Consumer Protection Guidelines; and
VII. In the event of force majeure such as floods and storms a Licensee shall endeavour to rectify the fault within such period of time as may be reasonable in the circumstances.

4.0. CUSTOMER CARE FACILITIES

A Licensee shall ensure the following;

i. Consumers, including Persons with Disabilities shall access 24 hour Contact Centre facilities free of charge;
ii. Establishment of a fully accessible Web-site with information related to all product, services and promotions;
iii. Establishment of fully functional Service Centres accessible to all consumers with
designated service desk for Persons with Disabilities and the Aged; and

iv. Establishment of Information Desk in all Service Centres with literature related to all their products and services available in English and any one (1) of the seven major languages.

5.0. PROVISION OF SERVICES TO DISABLED AND AGED CONSUMERS

A Licensee shall take appropriate measures to ensure that Persons with Disabilities have access, on an equal basis with others, to information and communications technologies and systems, and to other facilities and services open or provided to the public, both in urban and in rural areas, including:

i. Assistive and user friendly products and services for Persons with Disabilities and the Aged;

ii. Undertaking reasonable effort to test access solutions with Persons with Disabilities and the Aged;

iii. Undertaking reasonable effort to provide Persons with Disabilities and the Aged with the Service Level Agreements that is accessible in both content and medium within a reasonable time after the demand is made;

iv. Providing a toll free number or numbers that are user friendly for persons with disabilities;

v. Ensuring that Persons with Disabilities can easily access complaint handling processes;

vi. Providing reasonable assistance to persons with disabilities and the Aged who specifically request for assistance when lodging complaints;

vii. Taking such measures as may be prescribed by the Authority to ensure that the requirements and interests of disabled consumers are fully addressed;

viii. Ensuring that ICT facilities and services which are open or provided to the consumers take into account all aspects of accessibility for persons with disabilities and the Aged;

ix. Providing consumer service centres with consumers forms and signage in Braille or other media accessible to persons with disabilities;

x. Providing forms of live assistance and intermediaries, including guides, readers and professional sign language interpreters, to facilitate accessibility to consumer care centres and other ICT facilities to Persons with Disabilities;

xi. Promotion of other appropriate forms of assistance and support to persons with disabilities to ensure their access to information;

xii. Making public internet access points accessible to persons with disabilities in terms of both physical and 'e” accessibility;

xiii. Providing literature in accessible format to all Persons with Disabilities and the Aged;

xiv. Compliance with any specific obligations that the Authority may impose on licensees in respect of special services or service arrangements for Persons with Disabilities and the Aged.

6.0. PROVISION OF SERVICES, ASSISTIVE DEVICES AND TECHNOLOGIES TO PERSONS WITH DISABILITIES

A Licensee shall be required to provide services, assistive devices and technologies to persons with disabilities in their customer service outlets which will include terminals for use by Persons with Disabilities. The terminals shall consist the following:

i. Screen reader software;

ii. Headset with volume control;

iii. Screen magnification software; and

iv. Special mouse and keyboard to cater for those with disabilities.
7.0. ADVERTISING AND REPRESENTATION OF SERVICES

In addition to complying with any applicable laws or standards on Advertising in Zambia, a Licensee shall observe the following:

i. Advertisement shall not be misleading or deceptive or likely to mislead or deceive the consumer;

ii. Advertisements shall be prepared with a due sense of social responsibility to consumers, children and to the society;

iii. Advertisements shall respect the principles of free and fair competition generally accepted in business;

iv. Not to engage in advertising practices that distort the competitor’s image;

v. All marketing or promotional activities shall take into account the interests of Persons with Disabilities;

vi. Advertisements shall be gender sensitive and not represent any gender in a negative sense.

7.1. A Licensee shall adhere to the following rules regarding advertising;

i. Identification - Advertisements should be clearly distinguishable as such, whatever their form and whatever the medium used. When an advertisement appears in a medium which contains news or editorial matter, it must be presented so that it is readily recognised as an advertisement.

ii. Truthful Presentation - Advertisements should not contain any statement, audio or visual presentation or create an overall impression which directly or by implication, omission, ambiguity or exaggerated claim:
   (a) Is misleading or deceptive;
   (b) Is likely to deceive or mislead the consumer;
   (c) Makes false and misleading representation; and
   (d) Abuses the trust of the consumer.

v. Research, Tests and Surveys - Advertisements should not use tests and surveys, research results or quotations from technical and scientific literature, in a manner which is misleading or deceptive.

vi. Decency - Advertisements should not contain anything which clearly offends against generally prevailing community standards taking into account the context, medium, audience and product (including services).

vii. Offensiveness - Advertisements should not contain anything which in the light of generally prevailing community standards is likely to cause serious or widespread offence taking into account the context, medium, audience and product (including services).

viii. Fear - Advertisements should not exploit the superstitious, nor without justifiable reason, play on fear.

ix. Violence - Advertisements should not contain anything which lends support to unacceptable violent behaviour.

x. Denigration - Advertisements should not denigrate identifiable products or competitors.

xi. Testimonials - Advertisements should not contain or refer to any personal testimonial unless it is genuine, current, related to the experience of the person giving it and representative of typical and not exceptional cases. The claims in the testimonial should be verifiable.

xii. Privacy - Unless prior permission has been obtained an advertisement should not portray or refer to any persons, whether in a private or public capacity, or refer to any person’s property, in a way likely to convey the impression of a genuine endorsement.
7.2. A Licensee shall make clear in advertising materials which promote the availability of a service, any geographical or technical limitations on the availability of the service to consumers which:
   (a) Substantially affect the performance of the service; and
   (b) Are known to the Licensee.

7.3. A Licensee shall make clear in any advertising materials which promote a service offer, any limitations which restrict it:
   (a) To a particular group of people;
   (b) To a partial zone, region or other geographical area within the country;
   (c) To a particular period of time; or
   (d) Through the limited availability of equipment, facilities or other materials.

7.4. Where a Licensee represents in advertising materials that a service is provided as part of a package, the Licensee shall ensure it is able to supply all components of the service package. In the event the Licensee is or may be unable to supply any component of the package, appropriate information about this limitation shall be included in the advertising materials.

7.5. Where advertising materials indicate the price of a component of a service package, a Licensee shall include in the advertising materials a statement of the minimum total charge for the package, and indicate any conditions that may apply to obtain the component at the stated price.

7.6. A licensee shall ensure that all advertising materials are clear and readily available in all service centres and mass media.

7.7. A Licensee shall not engage in unsolicited electronic marketing unless it discloses;
   (a) At the beginning of the communication, the identity of the Licensee or other person on whose behalf it is made and the precise purpose of the communication;
   (b) During the communication, the full price of any product or service that is the subject of the communication; and
   (c) That the person receiving the communication shall have an absolute right to cancel the agreement for purchase of any product or service within seven (7) days after receipt of the product or service. A licensee shall provide mechanisms for cancelling agreements
   (d) Electronic marketing shall be based on opt in/opt out principle.
   (e) Where a consumer opts out from an electronic marketing service, a licensee shall ensure that the request is effected within 24 hours and provide confirmation.

7.8. A Licensee shall conduct electronic marketing in accordance with any “do not disturb” preferences recorded by the Consumer, at the time of entering into a contract for
services or after and in accordance with any other rules or guidelines issued by the Authority or any other competent body.

7.9. A licensee shall not share its database with any third party providing electronic marketing services.

7.10. A licensee shall ensure that a person on whose behalf electronic marketing is being conducted has obtained consent from the targeted market.

7.11. A licensee shall have in place a short code and other mechanisms which will allow consumers to view, verify, and opt out from any and all promotions the consumer may have subscribed to.

8.0. CONSUMER BILLING, CHARGING, COLLECTION AND CREDIT PRACTICES

A licensee shall provide to the consumer service bills that are structured and clearly organised. All charges shall be accompanied by a brief, clear and non-misleading description of the services rendered sufficient for consumers to assess services. Charges billed should correspond to the services requested and received by the consumer.

8.1. A Licensee shall at all times endeavour to: –
(a) Ensure that billing is accurate and timely;
(b) Ensure that billing accuracy is verifiable;
(c) Ensure that sufficient information shall be on the bill or otherwise;
(d) Readily make available to the Consumer for verification, bills without any charge;
(e) Ensure that upon a bona fide request from a Consumer, the Licensee shall inform or provide the Consumer with timely, accurate and current information about its billing terms and conditions and options relevant to that Consumer;
(f) Retain records of a post-paid and pre-paid consumer’s bill and related charges for a maximum period of thirty six (36) Months or any other period prescribed by law.
(g) In interpreting the obligations described in this section, references to “billing” or “bill” include the Licenses’ systems for recording and processing any transactions, including the debiting of call charges against card balances.

8.2. A Licensee shall ensure that, at a minimum, the following information is included in any bills issued by it or on its behalf:
(a) The Consumer’s billing name and address;
(b) The Licensee’s current business name, address and registered number;
(c) A way of identifying the bill uniquely;
(d) The billing period;
(e) A description of the charges (and credits) for which the Consumer is billed;
(f) The total amount billed, applicable credits, payments or discounts, and the net amount payable by the Consumer (or repayable by the Licensee);
(g) The date on which the bill is issued;
(h) The bill (or refund) payment due date;
(i) Methods of bill (or refund) payment;
(j) Methods of contact for complaints and billing inquiries; and
(k) Any disputed charges are clearly indicated and suspended until resolution of the complaint.

8.3. A Licensee shall ensure that Consumers have access to itemised details of all charges,
either on the bill or on a separate statement provided by the Licensee upon request.

1. Unless otherwise requested by or agreed with the Consumer, Licensees shall provide itemised details during the current billing period. Where applicable, the Licensee shall inform Consumers of the notice period required to obtain itemised billing. In addition, Licensees shall ensure that itemised details contained in previous bills are available for 36 months, or any longer period required by law.

2. A Licensee shall not charge consumers for bills or billing related information, except where the Consumer requests information not required to be provided under the Code of Conduct such as requests for billing details more than one (1) year old. Licensees shall inform consumers of any applicable charge resulting from their billing requests, and shall obtain the consent of the consumer to any charge before it is imposed.

3. A Licensee shall process and issue bills within 30 days of the closure of each billing period. A bill shall include all charges incurred during the billing period except where:
   i. There exists a separate agreement with the Consumer to the contrary;
   ii. There is a delay as a result of the inclusion by the Licensee of information from other suppliers or service providers in the bill;
   iii. There is a delay as a result of a change initiated by the Consumer, such as where the Consumer has requested a different billing frequency or billing period;
   iv. There is a delay as a result of the suspension of charges that are in dispute;
   v. There has occurred a billing system or processing problem, in which case the problem shall be rectified and bills issued without undue delay and in accordance with any time periods identified by the Authority; or
   vi. Billing is delayed by circumstances beyond the reasonable control of the Licensee, such as an event of force majeure.

7. A Licensee shall ensure that Consumers are able to verify their bill payment by acknowledgement of payment on the next bill issued, telephone confirmation by calling a specified number, or such other appropriate and accessible methods as may be made available by Licensees.

8. A Licensee shall provide Consumers with advance written notification of any proposed changes in billing periods, such advance notification to be at least equal to two (2) of its otherwise applicable billing periods (i.e., at least 2 months in advance where the billing period being changed is monthly).

9. Where a Consumer has not paid the Licensee all or part of a bill for services provided by the Licensee, any measures taken by the Licensee to effect payment or disconnection shall:
   i. Be proportionate and not unduly discriminatory;
   ii. Be accompanied by appropriate warning to the Consumer in advance of any resulting service interruption or disconnection; and
   iii. Confine any service interruption or disconnection to the service(s) concerned, as far as technically feasible.

9.0. PROTECTION OF CONSUMER INFORMATION

The purpose of this part is to set out the responsibility of a Licensee in the protection of individual Consumer information.

9.1. A Licensee may, subject to provisions of the law, collect and maintain information on individual consumers reasonably required for its business purposes. However, the information shall be:
9.1. A Licensee may, subject to provisions of the law, collect and maintain information on individual Consumer information. The purpose of this part is to set out the responsibility of a Licensee in the protection of information of Consumers.

8. Where a Consumer has not paid the Licensee all or part of a bill for services provided either on the bill or on a separate statement provided by the Licensee upon request.

7. A Licensee shall ensure that Consumers are able to verify their bill payment by

6. iii. There is a delay as a result of a change initiated by the Consumer, such as where the period being changed is monthly).

5. vi. Billing is delayed by circumstances beyond the reasonable control of the Licensee, otherwise applicable billing periods (i.e., at least 2 months in advance where the billing period. A bill shall include all charges incurred during the billing period except where:

4. iii. There has occurred a billing system or processing problem, in which case the problem shall be rectified and bills issued without undue delay and in accordance with any network or other requirements that may be approved by the Authority from time to time.

3. The policy shall state clearly what information is being collected, the use of that information, possible third party exchange or disclosure of that information, and the choices available to the Consumer regarding collection, use and disclosure of the collected information.

2. The policy shall include a clear statement on how to contact the licensee regarding information issues and related information access or complaint mechanisms.

1. A Licensee’s policy on the protection of Consumer information shall be made available in an accessible and easy to read manner, including as specifically directed by the Authority from time to time.

9.3. A Licensee collecting, maintaining, using or disclosing individually identifiable Consumer information shall take reasonable steps to ensure that the information is accurate, relevant and current for the purposes for which it is to be used.

9.4. A Licensee shall establish appropriate processes or mechanisms so that inaccuracies in individual Consumer information, including out of date information, may be identified and corrected. Other procedures to ensure data quality may include use of reliable sources and collection methods, reasonable and appropriate Consumer access and correction, and protection against accidental or unauthorised alteration.

10.0. EMERGENCY SERVICES

A Licensee shall comply with any network or other requirements that may be approved by the Authority in respect of the provision of emergency services, including such measures.
as location identification information, special numbers and routing to emergency services locations. The licensee shall provide the following services:

i. Calls free of charge for emergency services;
ii. Emergency services routing localised in every district of the country;
iii. Emergency services accessible to all including persons with disabilities; and
iv. Priority routing to enable consumers access emergency services.

11.0. TARIFF ADJUSTMENT

A licensee shall publish tariffs approved by the Authority in two daily newspapers of general circulation within seven (7) days of the approval immediately following their introduction.

12.0. PROMOTIONS

1. A licensee shall not provide any promotional service without approval from the Authority.
2. A Licensee providing a promotional service shall disclose the terms and conditions of the promotion and make them available to the consumer during the promotional period.
3. Terms and conditions applicable to promotions will be disclosed in a clear and concise manner.
4. Every promotion shall run for a maximum period of ninety (90) days from the date of approval. The Authority may consider requests for extension of a promotion for no more than forty five (45) days.
5. A licensee may, with the approval of the Authority, provide a similar promotional service, six months after the expiration of the initial promotion.
6. A licensee shall not run a promotion which is likely to cause degradation of service below the acceptable Quality of Service standards as stipulated in QOS Guidelines issued by the Authority.

12.1. APPLICATION PROCEDURE FOR PROMOTIONS

The following procedure shall be used when applying for a promotion:
1. A licensee intending to provide a promotional service shall seek approval from the Authority in a manner prescribed by the Authority.
2. The Authority shall within 14 days of receipt of the proposed tariffs, approve or reject the application for promotions.
3. For avoidance of doubt, the 14 days shall begin to run upon receipt of a duly completed application or requested information.
4. The Authority shall, where it rejects the application, communicate to the licensee the reasons for the rejection and where the situation can be remedied, or the application varied, the Authority may ask the licensee to remedy the situation within a specified period.
5. The Authority may request for further particulars or information in respect to the application.
6. The Authority may reject an application for a promotion where it reasonably suspects that such promotion, if granted, may, due to the network capacity of the applicant or any other reason, cause degradation of service below the required standards stipulated in QOS Guidelines.

12.2. OBLIGATIONS OF THE LICENSEE

A Licensee intending to carry out a promotion for products or services shall:
1. Ensure that the consumer has the option to opt in and out of a promotion;
2. Ensure that there are no access fees required to opt-in or out of a promotion;
3. Ensure that promotions do not negatively impact consumers;
4. Ensure that its network is capable of sustaining the traffic that may be generated from such a promotion;
5. Specify the time, duration and date of the promotion including the date of redemption of such promotional benefits;
6. Specify the target subscribers for the promotion by clearly distinguishing if the promotion targets new subscribers and or existing subscribers;
7. Indicate if the products and or services subject to promotion are available to only a particular geographical region or group of customers;
8. Communicate clearly and effectively to the subscribers all terms and conditions including how the promotion will be run.
9. Ensure that the promotional service approved by the Authority is not varied after approval;
10. Keep a record of any reward associated with a promotion.
11. Ensure that the promotion will adhere to the Quality of Service parameters set by the Authority;
12. Highlight obligations including, but not limited to safety, and privacy in the interest of transparency in service delivery;
13. Ensure that a licensee makes available information relating to promotions with accuracy and clarity of the products and services in service centre outlets and mass media after approval by the Authority.
14. Ensure Promotions should not contain any obscenities or profanities unsuitable for young persons and children or any racial or prejudicial content relating to national origin, religion, sex, gender or age.

12.3. EVALUATION OF AN APPLICATION FOR PROMOTIONS

In determining the application for a promotion, the Authority shall conduct:-

1. An evaluation of the application and related documents;
2. An evaluation of the interests of consumers, public health, safety, and environmental issues;
3. An evaluation on the impact on the Quality of Service;
4. An evaluation to ensure adherence to License Conditions, Guidelines and regulations issued by the Authority; and
5. An evaluation of the social and economic impact of the proposed promotion.

12.4. WITHDRAWAL OF APPROVED PROMOTIONS

1. Where the licensee violates the terms and conditions of the promotion, the Authority shall give the licensee three days to show cause why the approved promotion should not be withdrawn.
2. The Authority shall make a determination based on its findings and information submitted by the licensee.
3. Where the Authority withdraws the approval of the promotion, a licensee shall discontinue the promotion within twenty-four (24) hours of receipt of the notice of withdrawal and inform subscribers of the discontinuation of the promotion in a newspaper of daily circulation and mass media.
4. A licensee shall reimburse the affected subscribers all subscription charges paid after discontinuation of promotion.
13.0. WARRANTY AND GUARANTEE SCHEMES

Any vendor or licensee shall ensure that all electronic communications products and services it sells have a warranty with a defined scope and for a specified period. Consumers therefore, who buy goods that malfunction within the warranty period shall enjoy the right to return the product for repair, replacement or refund.

14.0. ALTERING OF BILLING PLATFORMS

A Licensee intending to alter or change the billing platforms (prepaid or post-paid) of existing consumers shall:

i. Notify the Authority of the intended alteration; and

ii. Notify the consumers in a newspaper of daily circulation and mass media about the imminent change at least two months before implementation of the new billing platform.

15.0. SERVICES TO BE CHARGED IN LOCAL CURRENCY

All products and services provided by a licensee shall be priced and charged in Zambia’s local currency. Any form of foreign currency indexing or conversion shall not be allowed.

16.0. SUSPENSION OF CHARGES

A licensee shall not take any credit management action regarding the specific aspects of the service to which a complainant relates while the complaint is being investigated.

17.0. INTERNAL DATA COLLECTION AND ANALYSIS

A Licensee shall establish appropriate recording systems for complaints and their outcomes. Data collected will be categorised and analysed by the licensee from time to time to allow for identification of recurring problem and reporting to the Authority.

18.0. CODE COMPLIANCE

A Licensee shall:

(a) Publicise procedures contained within this Code of Conduct to their employees and agents;

(b) Develop appropriate procedures or programmes to educate employees regarding Code of Conduct compliance issues; and

(c) Implement appropriate structures and practices to monitor compliance to the provisions of this ICT Code of Conduct.

19.0. LICENSEE COMPLIANTS

A licensee who has a complaint against another licensee shall lodge a complaint with the Authority in accordance with the administrative rules of procedure.

20.0. AUDIT BY THE AUTHORITY

The Authority shall conduct audits to ensure adherence to this Code of Conduct from time to time.
21.0. RETENTION OF RECORDS

A Licensee shall keep information collected for purposes of this Code of Conduct for a period of three (3) years.

22.0. OFFENCES AND PENALTY

In terms of section 79(1) of the ICT Act No. 15 of 2009, a person who contravenes or fails to comply with a provision of these guidelines or decision issued by the Authority commits an offence and is liable, upon conviction, for each such breach, to a fine not exceeding seventy thousand penalty units or to imprisonment for a period not exceeding six months, or to both, and forty thousand penalty units for each day of continued default.