



ZICTA

ZAMBIA INFORMATION AND COMMUNICATIONS TECHNOLOGY AUTHORITY

Code of Conduct for ICT Service Providers

June 2013

The Zambia Information and Communications Technology Authority (ZICTA) is established in accordance with section 4 of the Information and Communication Technologies (ICT) Act No. 15 of 2009. Section 6 of the Act empowers ZICTA 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 under the Act, the Postal Services Act No. 22 of 2009 and the Electronic Communications and Transaction Act No. 21 of 2009.

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

INTERPRETATION

In this Code, unless the context otherwise requires-

"Accessibility" means a measure of the extent to which a product or service can be used by a person with a disability as effectively as it can be used by a person without that disability;

"Communication" includes languages, display of text, Braille, tactile communication, large print, accessible multimedia as well as written, audio, plain-language, human-reader and 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 resale;

"Clear and Conspicuous" in relation to a statement, means a statement that is readily understandable and presented in a format that makes it noticed and understood by a reasonable consumer;

"discrimination" 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, and includes all forms of

discrimination, such as denial of reasonable accommodation, and the term "discrimination on the basis of disability" shall be construed accordingly;;

"Person with Disability" includes a person who has 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 and sign language and other forms of non-spoken language;

"International Mobile Equipment Identity (IMEI)" means a number that uniquely identifies mobile communication equipment;

"Licensee" means a holder of network license, Service license, class license or individual license;

"Service Provider" means a licensed electronic communications service provider;

"service-level agreement (SLA)" means a contract between a service provider and a consumer that specifies, usually in measurable terms, what services the network service provider will furnish;

"Subscriber" means an individual who, or company that subscribes to the service of an electronic communications service provider; and

"Warranty" refers to promises or undertakings made by the manufacturer to the consumer purchasing the manufacturer's product, which, among others, the product will serve the purpose for which it was designed.

1.0 PROVISION OF INFORMATION TO CONSUMERS

A licensee shall provide Consumers with information in print on their services that is complete, accurate, and up-to-date and in simple, clear language- in the seven main languages used in Zambia and Braille for the English language. Sign language interpretation shall be used for appropriate electronic media. Printed and electronic Information pertaining to the following will also be provided:

1.1 TYPES OF CONSUMER RIGHTS

- I. **Consumer Education-** the right to knowledge and skills needed for taking actions to influence the factors which affect them.
- II. **Full Disclosure** - the right to dissemination of clear, conspicuous, and complete information about rates, terms and conditions for available and proposed products and services from the service provider;
- III. **Fair Pricing** - the right to be charged by the service provider only for those services and under the terms and conditions that have been approved or they have agreed to.
- IV. **Choice-** the right, to freely and affirmatively select their Information and Communications Technologies provider and services/goods. **The context of making such choices should be free from undue influence, prejudice, exploitation or any other motive by the service provider that might compromise the integrity of choice.**
- V. **Privacy-** the Right to lawful personal privacy and to be protected against unauthorised access to or use of their personal information.
- VI. **High Quality, Reliable Service-**the right to high quality, reliable service as set out in the Quality of Service guidelines by the Authority.
- VII. **Timely, Accurate Bills and Redress-** the right to accurate and understandable bills for products and services and to fair prompt redress for problems they may have with the bills or that may arise during use of those products or services.
- VIII. **Emergency Services-**the Right to access 24 hour free localised emergency services without interruption unless otherwise with due notification to the consumers (this could be either in the press or any other medium).

- IX. **Protection from anti-competitive behaviour**-the Right to be protected from anti-competitive behaviour such as unfair trade practices, including false and misleading advertising.
- X. **Safety** - the right to be provided goods and services that are safe and secure.
- XI. **Non Discrimination**- the right to equal and non-discriminatory terms of service.
- XII. **Consumer advocacy** - the right to seek support from local or national consumer advocacy groups for grievances that are not being adequately resolved by their service providers and provision of information that may be relevant to them and in the power of advocates to provide or assist with provision.
- XIII. **Dispute resolution and redress**- the right to be provided with meaningful access to fair and timely alternative dispute resolution and redress without undue cost or burden.
- XIV. **Compensation**: the right to claim compensation in the event of the breach of the service contract by the service provider.
- XV. **Complaints Handling**- the right to complain and to an effective complaints handling system.

1.2 CONSUMER OBLIGATIONS

- I. **Prompt payment of bills for services**- to pay bills/service charges for services consumed as stipulated in Consumer Service Agreements/Contracts.
- II. **Proper use of Products and Services**- the responsibility to make good use of the services, products, equipment as stipulated in the Consumer Service Agreement/Contract and product manual.
- III. **Awareness**- Solicitation for information related to the service being consumed or intended to be consumed including alternative choices as far as practical.
- IV. **To make genuine complaints and claims**- . A responsibility or duty to make genuine complaints or claims personally or on behalf of a third party and provide proof of the circumstances when registering such complaints or claiming for compensation. The complaints or claims shall first be directed to the service provider against which the complaint is directed and if not satisfied within the resolution, to escalated the complaints or claims to the attention of ZICTA.

- V. **Environmental Protection-** the duty to ensure appropriate disposal of waste from consumption of ICT goods and services such as scratch cards and damaged equipment.
- VI. **Assertiveness-** to be assertive and exercise due care when making decisions as they purchase and make use of communications goods and services.
- VII. **Courteous and Polite-** requirement to be courteous and polite when making complaints or during any contact with operators.
- VIII. **Respect the privacy of other users-** respect the privacy of other users of ICT/telecommunication services.
- IX. **Protection of Community Facilities-** protect ICT infrastructure from vandals and report any cases of vandalism or abuse to law enforcement agencies.

1.3 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 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.

1.4 SERVICE LEVEL AGREEMENTS

A licensee shall supply to a subscriber or the Authority, or make available on request, a copy of the contract or agreement for the provision of services, and such contracts shall be written in plain and clear language including in Braille.

- I. Before 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, including Braille) 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.
- II. 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.
- 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.
- IV. For services that are bundled with services from third parties, Licensees shall be fully responsible for the effective performance of the entire package including service support, maintenance, complaints handling, dispute resolution and other administrative requirements.
- 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.
- VI. Before a contract for service is entered into, the 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; and
 - (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.
- VII. The contract shall contain the following information regarding the term:
 - (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;
- (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;
- (h) terms and conditions that may apply to refund of any deposit;
- (i) including 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.
- IX. A Service Level Agreement/Contract shall not be altered by the licensee without the written consent of the consumers.
- X. Any such change should be approved by the Authority.

2.0 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 Regulations and Standards, 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;
- IV. An operator shall implement the facilities and processes needed to permit consumers to report faults 24 hours a day;
- V. operators will comply and shall cause their agents to comply with the relevant fault repair standards set out in the Authority's Quality of Service Guidelines;
- VI. operators will endeavour to give advance warning of anticipated service disruptions or planned outages, including details of the disruption or outage, the services and service areas affected and any applicable compensation or other remedies; and
- VII. In the event of *force majeure* such as floods and storms the Licensee shall endeavour to rectify the fault within such period of time as may be reasonable in the circumstances.

3.0 DIRECTORY SERVICES

The licensee shall ensure that any consumer has access to:

- I. operator assistance services and a directory enquiry facility containing directory information on all subscribers in Zambia, except for those subscribers who have exercised their right to have their directory information suppressed or removed;
- II. a directory containing directory information on all subscribers who have been assigned telephone numbers in the subscriber's local area;
- III. have their directory information suppressed or removed from a directory;
- IV. an update of the directory on a regular basis (at least once a year);
- V. A licensee may charge consumers a reasonable fee for providing directory enquiry services, subject to the approval of the Authority, and may charge a reasonable fee for any additional directories requested by consumers.

4.0 PROVISION OF SERVICES TO DISABLED AND AGED CONSUMERS

- I. A licensee shall from time to time consult the Authority to ensure that the

requirements and interests of disabled consumers and the aged are fully taken into account in the development and provision of its services.

- II. Public Internet Access Points shall be accessible to persons with disabilities in terms of both physical and 'e" accessibility. Terminals shall be adapted for the disabled with basic items like-
 - a. screen reader software;
 - b. headset with volume control;
 - c. screen magnification software; or
 - d. a special mouse and keyboard to cater for those with disabilities.
- III. Operators shall, in provision of services promote equality of opportunity by ensuring there is no discrimination on the basis of impairment or age.
- IV. Operators will be required to provide translation between Sign Language, text and voice in line with communications services in order to enable full participation of all.
- V. Operators will provide emergency services in all media with interpreting services available on line.
- VI. All literature provided by the operators shall be in Braille as well.
- VII. Operators will be expected to support initiatives to develop web-based tools and technologies to include sign language.
- VIII. All shops, outlets and other public places shall have rump facilities to facilitate the entry of Persons with Disabilities.
- IX. A licensee shall comply with any specific obligations that the Authority may impose on operators in respect of special services or service arrangements for subscribers with disabilities and the aged.

5.0 ADVERTISING AND REPRESENTATION OF SERVICES

In addition to complying with any applicable laws or standards on advertising in Zambia, licensees shall observe in general rules regarding the advertising or other promotion of communications services set out in guidelines developed by the Authority.

5.1A licensee shall observe basic principles of advertising including the following:

- (a) advertisements shall comply with the applicable laws of the Zambia;
- (b) an advertisement shall not impair public confidence in advertising.
- (c) an advertisement shall not be misleading or deceptive or likely to mislead or deceive the consumer;
- (d) an advertisement shall prepared with a due sense of social responsibility to consumers and to society;
- (e) an advertisements shall respect the principles of free and fair competition generally accepted in business;
- (f) An operator shall not engage advertising practices that distort the competitor's image;
- (g) all television marketing or promotional activities shall be accompanied by Sign Language interpretation; and
- (h) advertisements shall be gender sensitive and not represent any gender in negative sense.

5.2A licensee shall adhere to the following rules regarding advertising;

- a. **Identification** - Advertisements shall 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.
- b. **Truthful Presentation** - Advertisements shall not contain any statement or visual presentation or create an overall impression which directly or by implication, omission, ambiguity or exaggerated claim is misleading or deceptive, is likely to deceive or mislead the consumer, makes false and misleading representation, abuses the trust of the consumer or exploits his/her lack of experience or knowledge. (Obvious hyperbole, identifiable as such, is not considered to be misleading).
- c. **Research, Tests and Surveys** - Advertisements shall not use tests and surveys, research results or quotations from technical and scientific literature, in a manner which is misleading or deceptive.
- d. **Decency** - Advertisements shall not contain anything which clearly offends against generally prevailing community standards taking into account the context, medium, audience and product (including services).
- e. **Offensiveness** - Advertisements shall 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).
- f. **Fear** - Advertisements shall not exploit the superstitious, nor without justifiable reason, play on fear.
 - g. **Violence** - Advertisements should not contain anything which lends support to unacceptable violent behaviour.
 - h. **Denigration** - Advertisements shall not denigrate identifiable products or competitors.
 - i. **Testimonials** - Advertisements shall 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.
 - j. **Privacy** - Unless prior permission has been obtained, an advertisement shall 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.
 - k. **Advocacy Advertising** - Expression of opinion in advocacy advertising is an essential and desirable part of the functioning of a democratic society. Therefore such opinions may be robust. However, opinion should be clearly distinguishable from factual information. The identity of an advertiser in matters of public interest or political issue should be clear.
 - l. **Safety** - Advertisements shall not, unless justifiable on educational or social grounds, contain any visual presentation or any description of dangerous or illegal practices or situations which encourage a disregard for safety.
- 5.3A 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.
- 5.4A licensee shall make clear in any advertising materials which promote a service offer any limitations in the offer 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.

5.5 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.

5.6 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.

5.7 A licensee shall not engage in unsolicited telemarketing 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, lease or other supply of any product or service within seven (7) days of the communication, by calling a specific telephone number (without any charge, and that the Licensee shall specifically identify during the communication) unless the product or service has by that time been supplied to and used by the person receiving the communication.

5.8 A licensee shall conduct telemarketing in accordance with any "call" or "do not call" 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.

6.0 CONSUMER BILLING, CHARGING, COLLECTION AND CREDIT PRACTICES

Service bills shall be clearly organised and all charges shall be accompanied by a brief, clear, non-misleading description of the services rendered sufficient for consumers to assess and services and charges billed should correspond to those they have requested and received. Bills shall additionally include the following minimum information.

6.1A 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 of 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 consumer's bill and related charges for a maximum period of twenty four (24) months; and six months for pre-paid;
- (g) in interpreting the obligations described in this section, references to "billing" or "bill" include the Licensees systems for recording and processing any transactions, including the debiting of call charges against card balances.

6.2 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 call charges applicable for complaints and billing Enquiry calls.

6.3A licensee shall ensure that Consumers have access to itemized details of all charges, either on the bill or on a separate statement provided by the licensee upon request.

6.3.1 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, a licensee shall ensure that itemized details contained in previous bills are available for 12 months, or any longer period required by law.

6.3.2 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 such as requests for billing details more than one (1) year old. A licensee 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.

6.3.3 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:

- (a) there exists a separate agreement with the Consumer to the contrary; or
- (b) there is a delay as a result of the inclusion by the licensee of information from other suppliers or service providers in the bill; or
- (c) 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; or
- (d) there is a delay as a result of the suspension of charges that are in dispute; or
- (e) 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
- (f) billing is delayed by circumstances beyond the reasonable control of the licensee, such as an event of *force majeure*.

6.3.4 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.

6.3.5 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).

6.3.6 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 -

- (a) be proportionate and not unduly discriminatory; and
- (b) be accompanied by appropriate warning to the Consumer in advance of any resulting service interruption or disconnection; and
- (c) confine any service interruption or disconnection to the service(s) concerned, as far as technically feasible.

7.0 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.

7.1A Licensee may collect and maintain information on individual consumers reasonably required for its business purposes. However, the collection and maintenance of information on individual Consumers shall be -

- (a) fairly and lawfully collected and processed;
- (b) processed for limited and identified purposes;
- (c) relevant and not excessive;
- (d) accurate;
- (e) not kept longer than necessary;
- (f) processed in accordance with the Consumer's other rights;
- (g) protected against improper or accidental disclosure; and
- (h) not transferred to any party except as permitted by any terms and conditions agreed with the Consumer, as permitted by any permission or approval of the

Authority, or as otherwise permitted or required by other applicable laws or regulations.

7.2A licensee shall meet generally accepted fair information principles, whether initially provided verbally or in written form, so long as that information is retained by the Licensee in any recorded form, including:

- (a) providing notice as to what individual consumer information they collect, and its use or disclosure;
- (b) the choices consumers have with regard to the collection, use and, disclosure of that information;
- (c) the access Consumers have to that information, including to ensure its accuracy; and
- (d) the security measures taken to protect the information, and the enforcement and redress mechanisms that are in place to remedy any failure to observe these measures.

7.3A licensee that collects information on individual Consumers shall adopt and implement a policy regarding the proper collection, use and protection of that information. Licensees shall ensure that any other licensees or other persons with whom they exchange or otherwise disclose such information have adopted and implemented an appropriate protection of Consumer information policy.

7.3.1 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.

7.3.2 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.

7.3.3 The policy shall disclose the consequences, if any, of a Consumer's refusal to provide information.

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

7.4A 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.

7.5A 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 incidental or unauthorized alteration.

8.0 EMERGENCY SERVICES

The 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. These calls shall be:

- I. calls to emergency services shall be free of charge;
- II. localised in every district of the country;
- III. SMS based emergency facilities(for the deaf);
- IV. non-discriminatory; and
- V. be given highest priority with regards to connectivity.

9.0 TARIFF ADJUSTMENT

Where a licensee seeks any change in the tariff rates for services, affected consumers shall be notified of the proposed price change in an effective manner that, in particular, lets them comment to the Authority on the proposed changes. After approval by the Authority, consumers should also be notified of the resulting tariff changes in an effective manner and in accordance with the guidelines issued by the Authority.

10.0 PROMOTIONS

10.1 All promotions will need to be approved by the Authority before they can start to run. Operators running such promotions will be required to disclose the necessary information related to the promotions to consumers. All terms and conditions applicable to promotions will be disclosed in clear and concise manner to consumers.

10.2 A promotion shall not run for a period exceeding ninety (90) days from the date of approval. The Authority may consider requests for extension of a promotion on a case by case basis.

10.3 An operator may only be allowed to re-run a promotion, or run a similar one after the expiration of six (6) months from the date of expiry of the previous promotion.

11.0 WARRANTY AND GUARANTEE SCHEMES

Any vendor or licensee shall ensure that all electronic communications goods 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 good and obtain a new one or a refund.

12.0 ALTERING OF BILLING PLATFORMS.

A licensee who wants to alter or change the billing platforms (prepaid or post-paid) of existing consumers will be required to:

- I. obtain the written consent from consumers to be affected by the change;
- II. advertise in the national press about the imminent changes outlining the reasons for such a change and stating the advantages and disadvantages of both the existing and new platforms;
- III. give in addition to the above at least two months before the change can be made and
- IV. Provide a consumer the opportunity to refuse to migrate and remain on the platform for which they signed a contract/ service level agreement unless technological advancements require mandatory migration.

13.0 SERVICES TO BE CHARGED IN LOCAL CURRENCY

All services and goods shall be priced and charged in Zambia's local currency the kwacha. Any form of foreign currency indexing or conversion shall not be allowed.

14.0 RESPONSIVENESS

A licensee shall abide by the following rules:

- I. non- written complaints will be taken as acknowledged at the time the complaint was made.

- II. written complaints must be acknowledged within three (3) working days of receipt.
- III. consumers shall be advised when they make a complaint or within seven (7) working days on the complexity of the investigation and a timeframe for the possible determination of the complaint.
- IV. the timeframe for resolution of the complaint should be consistent with the timeframe specified in the Quality of Service Guidelines issued by the Authority.
- V. licensees shall provide consumers with sufficient information to ensure that they can effectively inquire on the progress of the complaint.
- VI. where a consumer is not satisfied with a decision reached pursuant to a complaint lodged with a licensee in accordance with the escalation process which the licensee must put in place. Where the escalation processes were already exhausted or where there are no further escalation processes, the licensee shall inform the consumer accordingly.
- VII. where the above happens, the licensee will be required to advise the consumer/ complainant of the requirement to escalate the complaint to the Authority and provide necessary contact details.

15.0 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.

16.0 INTERNAL DATA COLLECTION AND ANALYSIS

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

17.0 AUDIT BY THE AUTHORITY

The Authority may from time to time audit the Complaint Handling Processes.

18.0 RETENTION OF RECORDS.

A licensee will be required to keep materials collected and recorded throughout the complainant handling processes for one (1) year after resolution of a complaint.

19.0 OFFENCE 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 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.