



**VALUE ADDED NETWORK SERVICES
LICENCE**

GRANTED BY

BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

TO

COMPANY NAME (PTY) LTD

**UNDER SECTIONS 39 AND 40 OF THE
COMMUNICATIONS REGULATORY AUTHORITY ACT
[No. 19 of 2012]**

Dated 2013



BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

**NOTICE OF GRANT OF LICENCE UNDER SECTIONS 39 AND 40 OF
COMMUNICATIONS REGULATORY AUTHORITY ACT, 2012 (No. 19 Of 2012)**

Licence No. VANS [XXX – 2013/14]

COMPANY NAME (PTY) LTD
(the "Licensee")

is hereby licensed under Sections 39 and 40 of the Communications Regulatory Authority Act [No. 19 Of 2012] (hereinafter referred to as "the Act") to

- (a) provide Licensed Service; and
- (b) operate Licensed System,

in Botswana, with the Licensee's registered offices situated at **Plot xxxx, Gaborone, Botswana**, for a period of 15 (fifteen) years subject to the terms and conditions which more fully appear in Annexure 1 attached hereto.

ADDITIONAL CONDITIONS

- (a) The Licensee shall at all times display this Licence Notice in a conspicuous place at the Licensee's registered offices.

Given under my hand and seal in GABORONE thisday of 2013

T.G. PHEKO
CHIEF EXECUTIVE

ANNEXURE 1

TABLE OF CONTENTS

Part 1: Definitions	1
1. <i>Interpretation</i>	1
Part 2: Authorisation, Licence Period and Fees	6
2. <i>Authorisation</i>	6
3. <i>Licence Period</i>	6
4. <i>Fees</i>	7
Part 3: Reporting	8
5. <i>Records and Reporting</i>	8
Part 4: Interconnection and Access	10
6. <i>Interconnection and Access</i>	10
7. <i>Technical Standards</i>	12
8. <i>International Obligations</i>	12
9. <i>Unfair Preference and Undue Discrimination</i>	12
10. <i>Anti-competitive Practices</i>	12
Part 5: Radio	13
11. <i>Radio</i>	13
Part 6: Numbering and Quality of Service	14
12. <i>Numbering</i>	14
13. <i>Quality of Service Standards</i>	14
Part 7: Consumer Protection	15
14. <i>Consumer Protection</i>	15
Part 8: Enforcement and General Conditions	17
15. <i>Force Majeure</i>	17
16. <i>Enforcement and Penalties</i>	17
17. <i>Indemnity</i>	17
18. <i>Botswana Preference</i>	17
19. <i>Amendments</i>	18
20. <i>Assignment of Licence</i>	18
21. <i>Revocation</i>	19
22. <i>Material Change of Circumstances</i>	19
23. <i>Miscellaneous Provisions</i>	20

BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

VALUE ADDED NETWORK SERVICES LICENCE:

TERMS AND CONDITIONS

Imposed on the Licensee under Communications Regulatory Authority Act [No. 19 of 2012]

Part 1: Definitions

1. Interpretation

1.1. All words and expressions used in this Licence which are defined in the Act shall have the same meanings as are ascribed to them under the Act.

1.2. For the purposes of this Licence, and unless the context otherwise requires:

1.2.1. **“Act”** means the Communications Regulatory Authority Act [No.19 of 2012];

1.2.2. **“Associated Company”** means any company that is a subsidiary or a holding company of the Licensee, or a subsidiary of a holding company of the Licensee;

1.2.3. **“Botswana Communications Regulatory Authority”** means a body corporate established under Section 3 of the Act (hereinafter referred to as “the BOCRA” or “the Authority”);

1.2.4. **“Broadcasting Service”** means the service as defined under Section 2 Communications Regulatory Authority Act [No. 19 of 2012];

1.2.5. **“Cellular Frequency Bands”** means radio-frequency spectrum allocated in the National Radio Frequency Plan for Mobile Cellular systems;

1.2.6. **“Clause”** means a Clause of this Licence as contained in this Annexure;

- 1.2.7 **"Customer"** means any person, except an Other Operator, who has entered into an agreement with the Licensee, or any Service Provider of the Licensee, for the provision of any of the Licensed Services;
- 1.2.8 **"Force Majeure"** means any supervening law or regulation in Botswana, act of God, accident, natural phenomenon, fire, explosion, or incident involving exposure or potential exposure to toxic or radioactive materials disaster, act of war or insurrection or other event which is beyond the control of the Licensee and is not attributable to any fault on the part of the Licensee;
- 1.2.9 **"Interconnection"** means direct or indirect physical or logical linking of public telecommunications networks for the purpose of enabling a User of one such network to communicate with a User of the other network or to make use of services available on the other network;
- 1.2.10 **"Interconnection Agreement"** means an agreement concluded between the Licensee and any Other Operator recording the commercial, technical and financial arrangements made between them in respect of the Interconnection of their respective networks;
- 1.2.11 **"Internet Telephony Guidelines"** means guidelines concerning provision of Voice over Internet Protocol or other Internet-based voice services to Users;
- 1.2.12 **"Licensed Service"** means any public telecommunications service of any description which BOCRA has authorised the Licensee to provide in accordance with Clause 2, but not PATS, Mobile Cellular Services and any Broadcasting Service;
- 1.2.13 **"Licensed System"** means any public telecommunications system of any description (including a satellite uplink) which BOCRA has authorised the Licensee to operate in accordance with Clause 2, but not a Mobile Cellular Network, a wire line international link or a circuit switched international gateway or any apparatus exclusively designed and intended for the provision of a Broadcasting Service;
- 1.2.14 **"Licence"** means this Licence, including the Licence Notice and all the terms and conditions included in this Annexure as amended from time to time;

- 1.2.15 **“Licence Date”** means the date of issue of this Licence;
- 1.2.16 **“Licence Notice”** means the formal notice of Licence issued to the Licensee to which these Conditions are attached;
- 1.2.17 **“Licence Period”** means the period prescribed in Clause 3.1 and shall, where the context admits, include any extension awarded under Clause 3.2;
- 1.2.18 **“Minister”** means the Minister responsible for Communications;
- 1.2.19 **“Mobile Cellular Service”** means voice, data, Wireless Access Protocol or other communications services of any kind now known or hereafter devised, carried over a Mobile Cellular System within, to and from Botswana;
- 1.2.20 **“Mobile Cellular System”** means a terrestrial public mobile wireless cellular network established in any part of Botswana comprising radio transceivers at base stations in overlapping cells and operating within the assigned Cellular Frequency Bands;
- 1.2.21 **“Network Termination Point”** means (i) the apparatus installed in a User’s premises at which the Licensed System ends and at which the User is provided with access to the Licensed System and may attach Terminal Equipment in accordance with the Conditions of this Licence or (ii) in the case of a wireless-based system, the air interface specifying the radio path between the radio equipment operated by the Licensee and a User’s handset;
- 1.2.22 **“Number”** means a code, number or address allocated to be used by the Licensee to route telecommunications services to a pre-determined Network Termination Point on the Licensed System that is identified by that code, number or address;
- 1.2.23 **“Numbering Plan”** means the plan issued from time to time by BOCRA for the allocation and use of Numbers in Botswana;

- 1.2.24 **“Number Portability”** means a service enabling a User of telecommunications services, whether or not IP-based, to retain his existing Number without impairment of quality, reliability or convenience when switching from one telecommunications service provider or IP service provider to another, in accordance with Regulations or any guidelines issued under the Act;
- 1.2.25 **“Other Operator”** means any other person licensed to operate a telecommunications system and provide service which is available for use by the public in terms of the Act, and includes a Public Telecommunications Operator and a Value Added Network Services Operator;
- 1.2.26 **“Publicly Available Telephony Service” or “PATs”** means a service, whether delivered over a wired or a Mobile Cellular System or both, made available to the public for originating and receiving, at telecommunications apparatus attached to Network Termination Points, national and international calls and access to emergency services through a Number, which service shall include the provision of operator assistance, directory enquiry facilities and directories, the provision of specific facilities for end-users with a disability or with special social needs, and may include other forms of communications such as facsimile, data and the provision of non-geographic services;
- 1.2.27 **“Pula”** means the unit of monetary currency of Botswana generally designated in the abbreviated form "P";
- 1.2.28 **“Quality of Service Standards”** means the quality of service standards specified from time to time by BOCRA, following a consultation with the Licensee and others, in relation to PATs or other Licensed Services or to the availability or performance of any part of the Licensed System;
- 1.2.29 **“Radio Licence”** means a licence issued by the BOCRA to the Licensee under which the Licensee is assigned and authorised to use particular bands of radio frequency spectrum under Section 45 of the Act;
- 1.2.30 **“Regulations”** means Regulations issued by the Minister under Section 94 of the Act;

- 1.2.31 **“Service Provider”** means any person appointed by the Licensee to sell or resell Licensed Services to Users;
- 1.2.32 **“Signal”** means any signs, sounds, text, images, information or data of any kind sent, or to be sent, for conveyance by means of a telecommunication system;
- 1.2.33 **“Stakeholder”** means any party which in the opinion of BOCRA has an interest in the matter in question;
- 1.2.34 **“Terminal Equipment”** means any lawful telecommunications equipment which is intended to be connected, by wired or wireless means, to a Network Termination Point and used by a User in order to send and/or receive signals by means of the Licensed System;
- 1.2.35 **“Underserved Regions”** means the geographical regions or any other areas of Botswana determined as underserved or unserved by the Government of Botswana or the management in charge of the Universal Service Fund as the case may be;
- 1.2.36 **“Universal Access and Service Policy”** means national policy on universal access and service in the telecommunications sector, particularly in the Underserved Regions, as promulgated by the Government of Botswana from time to time;
- 1.2.37 **“Universal Service Fund”** means the fund established by the Minister to support the Universal Access and Service Policy;
- 1.2.38 **“User”** means a person who uses any Licensed Service provided by the Licensee whether or not he has entered into an agreement with the Licensee, or any Service Provider of the Licensee, for the provision of any of the Licensed Services; and
- 1.2.39 **“VANS Licence”** means Value Added Network Services Licence issued to any person by BOCRA in the form of this Licence.

Part 2: Authorisation, Licence Period and Fees

2. Authorisation

- 2.1. The Licensee shall be entitled to operate any telecommunications system that falls within the definition of a Licensed System and for which the Licensee has had explicit written approval from BOCRA as at the Licence Date. The Licensee may also provide any telecommunications service that falls within the definition of a Licensed Service and for which the Licensee has had explicit written approval from BOCRA as at the Licence Date.
- 2.2. If the Licensee had no such authorisation, or if he wishes, at any time during the Licence Term, to establish or operate any further telecommunications system, or to provide any further telecommunications service, within the scope of this Licence, he must first obtain the prior written approval of BOCRA, which shall be given only if BOCRA is reasonably satisfied that the Licensee has the technical, financial and human resources needed to provide that service.

3. Licence Period

- 3.1. The Licence shall be valid for a period of 15 (fifteen) years, from the Licence Date, unless replaced or revoked by the Authority.
- 3.2. This Licence may be renewed upon expiry of the fifteen year Licence period, provided that the Licensee shall apply for such renewal no more than 3 (three) years but not less than 2 (two) years prior to the date of expiry. The Authority shall grant or reject the Licensee's application for renewal within 6 (six) months of receiving such application.

4. Fees

- 4.1. On award of the Licence, the Licensee shall pay an initial Licence fee of P10 000 (Ten Thousand Pula). During the Licence Period the Licensee shall pay an annual System Licence fee of P1 500 and an annual Service Licence fee of P1 500.
- 4.2. The annual fees due under clause 4.1 shall be paid on the Licence Date and thereafter payable on 1 April of each year;
- 4.3. In addition to the fees provided for above, the Licensee shall pay any applicable annual fees due under the Radio Licences. All fees payable in respect of the Radio Licences shall be subject to review in accordance with any new radio licence fee structure that the Authority may introduce from time to time.
- 4.4. The Licensee may be required to pay any amounts prescribed from time to time under Regulations made in connection with the funding of operators operating telecommunications systems and or providing services in Underserved Regions pursuant to the Universal Access and Service Policy.
- 4.5. The fees paid in terms of this Licence shall attract Value Added Tax (VAT), which shall be paid by the Licensee.
- 4.6. All fees are non refundable and BOCRA reserves the right to revise them from time to time.

Part 3: Reporting

5. Records and Reporting

5.1. The Licensee shall manage all of its finances relating to its provision of Licensed Services in accordance with recognised accounting standards and separately and distinctly from those of:

5.1.1. any other telecommunications operations it may carry on outside of Botswana; and

5.1.2. any services other than Licensed Services that the Licensee may carry on within and outside Botswana.

5.2. The Licensee shall keep written records relating to the Licensed Network and the Licensed Services, including:

5.2.1. identification of the name, type, location and specifications for all significant network elements; and

5.2.2. the performance of its Network (including performance against any Quality of Service standards established from time to time by BOCRA).

5.3. The BOCRA shall have reasonable access to Licensee's records, personnel and property to enable the BOCRA to carry out effective supervision and enforcement of the Licence conditions, and may request additional information in writing from time to time from the Licensee.

5.4. The Licensee shall, on reasonable written notice, permit any person duly authorised by the BOCRA to enter any of the Licensee's premises or other facilities for the purposes of inspecting and testing equipment; reviewing and making copies of technical information and records, network performance statistics, operational, marketing, pricing and financial records and such other technical and operational data as may be required by the BOCRA and otherwise to ensure that the Licensee is complying with the Licence conditions and the Law or to investigate breaches or alleged breaches by the Licensee.

- 5.5. The Licensee shall provide to BOCRA, within 14 days of written request or any longer period allowed in writing by BOCRA, any documents, accounts, returns, estimates, reports or other information specified by BOCRA in order to enable it to exercise its functions and powers under the Law or to enable BOCRA to monitor and enforce compliance with the Licence, the Law and any Regulations and guidelines issued under the Act.

Part 4: Interconnection and Access

6. Interconnection and Access

6.1. The Licensee:

6.1.1. shall have the right to Interconnect the Licensed System with the network of any Other Operator, at any technically feasible point and on fair and reasonable terms, provided that the technical standards and specifications for interconnection have been complied with; and may request such network access services or facilities or arrangements from the Other Operator as the Licensee may require; and

6.1.2. shall, unless exempted from this obligation by BOCRA by reason of the size or nature of the Licensed System, on request, and as soon as practicable, permit and effect Interconnection, at any technically feasible point and on fair and reasonable terms, of the Licensed System to the network of any Other Operator the licence for which authorises such interconnection; and shall offer such network access services or facilities or arrangements in relation to the Licensed Network as the requesting party may require.

6.2. The Licensee shall, if required by BOCRA, make available to interested parties such technical standards and specifications as may be required to be observed in order to enable connection to the Licensed System. BOCRA may issue a direction as to the information that must be provided.

6.3. The Licensee shall not be required to enter into an Interconnection Agreement or provide Interconnection or network access services, facilities or arrangements if, but only if, that agreement, or the provision of those services, facilities or arrangements, would:

6.3.1. not be technically feasible or if it could reasonably be expected to impair the quality of any Licensed Service materially; or

6.3.2. threaten the integrity, security, or interoperability of the Licensed Network in a material way, and, in such a case, the Licensee shall immediately inform the Other Licensee in writing, with a copy to BOCRA, justifying its decision to refuse Interconnection or its intention to

terminate Interconnection services under an Interconnection Agreement. BOCRA may then determine whether the action by the Licensee is reasonable and issue directions accordingly and in conformity with any Regulations or any directions or guidelines issued under the Act from time to time.

- 6.4. The Licensee shall not allow the Licensed System to be interconnected with any unlicensed system or any system whose licence does not permit the interconnection of that system with the Licensed System.
- 6.5. The Licensee shall provide to BOCRA, a copy of any Interconnection Agreement entered into by the Licensee within two weeks of its date of signature. The Authority may, at any time, require a change to that agreement if it is discriminatory, unlawful or in breach of any Regulations or any directions or guidelines issued under the Act from time to time.
- 6.6. All Interconnection services shall be offered on transparent and non-discriminatory terms and shall be sufficiently unbundled so that the requesting operator does not have to pay for system components it does not require. BOCRA may, after consultation, issue rules, directions or guidelines for such purposes.
- 6.7. Where the Licensee is required to offer Interconnection, it shall be offered on a timely basis and, if agreement cannot be reached between the Licensee and any Other Operator who wishes to Interconnect with the Licensed System within 90 days of the initial request, either party to the proposed agreement may refer the dispute to BOCRA, or BOCRA may require the dispute to be referred to it by issuing a notice to that effect to the parties. If a dispute is referred to, or called in by BOCRA, the Authority will issue a determination in respect of the terms of the Interconnection dispute taking into account all relevant facts and circumstances, and also relevant international benchmarks, and may provide for all necessary matters, including but not limited to points of interconnect, information provision, timings, costs, pricing and billing, signaling arrangements, forecasting, ordering, provisioning, testing and management and dispute resolution, as it deems fit. The Licensee shall be bound by the determination.
- 6.8. BOCRA reserves the right, after consulting the Licensee and other Stakeholders to issue guidelines in relation to Interconnection and access.

7. Technical Standards

- 7.1. The Licensee shall comply with any Regulations and any directions as may be issued under the Act in relation to technical standards for telecommunications apparatus to be used within the Licensed System and for Terminal Equipment.

8. International Obligations

- 8.1. The Licensee shall at all times observe the provisions of International Telecommunications Conventions which Botswana is party to.

9. Unfair Preference and Undue Discrimination

- 9.1. The Licensee shall not show undue preference to, or exercise unfair discrimination against, any User or Other Operator regarding the provision of any of the Licensed Services or regarding Interconnection or access. The Licensee will be deemed to be in breach of this Condition if it favours any business carried on by the Licensee, or by an associated company, Service Provider or any Other Operator, so as to place any operator competing with such a business at an unfair disadvantage in relation to the provision of a competitive activity.

10. Anti-competitive Practices

- 10.1. The Licensee shall:

- 10.1.1. not engage in any practice, or enter into any arrangement that has the object or the likely effect, of preventing, restricting or distorting competition in the establishment, operation and maintenance of the network of any Other Operator or the provision of PATS or any service that any Other Operator is licensed to provide; and
- 10.1.2. comply with any direction issued by BOCRA for the purpose of preventing any practice or arrangement that has the object or effect of preventing, restricting or distorting competition in the establishment, operation and maintenance of telecommunications networks or the provision of telecommunications services.

Part 5: Radio

11. Radio

11.1. The Licensee, in connection with the operation of the Licensed System, shall be entitled to use the radio frequencies assigned to it under any Radio Licences issued to the Licensee which remain in force at the Licence Date. Such use shall be for the respective periods, and on the terms and conditions, of the relevant Radio Licences.

11.2. The Licensee shall pay any applicable fees due under the Radio Licences. All fees payable in respect of the Radio Licences shall be subject to review in accordance with any new radio licence fee structures that the Authority may introduce from time to time.

11.3. Any breach, contravention or non-compliance with terms and conditions contained in a Radio Licence issued to the Licensee shall constitute a violation of this Licence.

Part 6: Numbering and Quality of Service

12. Numbering

12.1. The Licensee shall comply with the Numbering Plan and any Regulations or guidelines as may be issued under the Act from time to time in relation to the use of Numbers.

12.2. The Licensee shall not allocate to Users any Number other than is within a numbering block allocated to it by BOCRA for the purpose of terminating calls on the Licensed System and is, for the intended use, consistent with the Numbering Plan.

12.3. The Licensee shall manage the Numbers allocated to it efficiently and with a view to conserving them as a national resource.

12.4. The Authority may, after consulting the Licensee and other Stakeholders, direct that the Licensee put in place arrangements to enable Number Portability in accordance with any Regulations or any guidelines as may be issued under the Act.

12.5. Neither the Licensee nor any of its Users shall acquire any proprietary right in a Number or a range of Numbers. The Licensee shall not sell or purport to sell any Number or range of Numbers to any Other Operator, and may not assign or transfer a Number to any person other than the intended User of that Number without the prior written consent of BOCRA.

12.6. The Authority may, on reasonable notice, require the Licensee to return any unused Numbers or number blocks to the Authority, and may, after consulting the Licensee and others, vary the Numbering Plan.

13. Quality of Service Standards

13.1. The Licensee shall comply with any rules, Industry Code of Conduct and any guidelines issued from time to time by the Authority in relation to Quality of Service Standards.

Part 7: Consumer Protection

14. Consumer Protection

14.1. The Licensee shall adopt a Code of Practice describing how it deals with Users. The Code shall be made publicly available by filing with BOCRA, by publication on the Licensee's website and by its delivery to Customers and prospective Customers at the time of service activation. The Code shall also be provided to Users immediately on a request.

14.2. The Code of Practice shall provide guidance to Users on at least the following matters:

14.2.1 calculation and payment terms for all fees, charges, penalties or other sums payable by Users for use or cancellation of Licensed Services, including the arrangements in relation to any deposits required by Licensee;

14.2.2 the extent to which the Licensee may use information pertaining to a User, including measures to protect User's confidentiality;

14.2.3 the term or duration of any contract;

14.2.4 termination of service policies, procedures and fees;

14.2.5 how a complaint may be made and when the response is to be provided; and

14.2.6 notification to the User that he may, if not satisfied by the Licensee's response, request that the dispute be referred to the BOCRA.

14.3. The Licensee shall use accurate metering equipment and otherwise ensure the accuracy of charges for telecommunications services billed to Customers or levied upon Users. The Authority retains the right to inspect and test any metering equipment without notice to Licensee for the purposes of ensuring its effectiveness and accuracy.

14.4. Any and all complaints and disputes which cannot be resolved between the Licensee and a User may be referred to BOCRA either by the Licensee or the User.

14.5. Except as provided elsewhere in this Licence and as necessary to comply with the Law, the Licensee shall protect the privacy of all Users and shall treat information provided by any User to the Licensee as confidential unless the User has consented in writing to Licensee to the use or disclosure of such information by Licensee or a third party.

Part 8: Enforcement and General Conditions

15. Force Majeure

15.1. The Licensee shall not be held in contravention of this Licence if and to the extent that the contravention arises from an event of Force Majeure. The Licensee's obligations shall, to the extent necessary, be suspended while the event of Force Majeure continues.

15.2. The Licensee shall advise the Authority as soon as reasonably practicable upon becoming aware of the existence of any Force Majeure event or circumstances likely to lead to such event. The Licensee shall have the onus of proving the existence of a Force Majeure event.

16. Enforcement and Penalties

16.1. The Authority shall monitor the Licensee's adherence to, and compliance with these conditions, rules, directions, decisions or guidelines issued under the Act.

16.2. Subject to Section 86 of the Act, BOCRA may impose any penalty it deems fit in the event of breach of any of the Conditions.

17. Indemnity

17.1. The Licensee indemnifies the Authority against any claims for liability or damage which may occur as result of the Licensee complying with any Condition under this Licence or lawful direction given by the Authority in terms of the Act.

18. Botswana Preference

18.1. In the implementation of its operations under the Licence, including without limitation, the purchase of equipment, construction and installation of facilities and delivery of the Service or any part thereof, the Licensee shall give preference, to the maximum extent possible and in a manner consistent with safety, efficiency and economy of its operations, to:

18.1.1. materials and products made in Botswana; and

18.1.2 service agencies located in Botswana and owned by Botswana citizens or bodies corporate established under applicable Botswana company laws which are majority owned by Botswana citizens.

18.2. In all phase of its operations under this Licence, the Licensee shall give preference in its employment practices to Botswana citizens, to the maximum extent possible and in a manner consistent with safety, efficiency and economy of its operations.

18.3. The Licensee shall train Botswana citizen employees and enable such citizens to qualify for advancement in both managerial and technical areas of the Licensee's operations under this Licence.

19. Amendments

19.1. Subject to the provisions of section 35(2) of the Act, BOCRA may vary or amend any Condition, provided that BOCRA shall, in these circumstances, provide the Licensee with reasonable notice of its intentions to do so and afford the Licensee a reasonable opportunity to make any representations in response.

19.2. The Authority may, on service of written notice on the Licensee at any time cancel any Condition or any part of a Condition and may, at the time of cancellation or subsequently, require Licensees of the same class instead to enter into and adhere to a Code of Practice in relation to the matters addressed in the cancelled Condition or part.

20. Assignment of Licence

20.1. The Licensee may not assign, sub-license, transfer, or otherwise dispose of this Licence, or any rights derived under it, without the prior written approval of BOCRA.

20.2. Any direct or indirect change in the control of a significant interest in the Licensee, including a change arising through one or more sales, transfers, assignments or disposals, or one or more modifications of the voting rights associated with any shares in the Licensee, shall be deemed an unlawful assignment of this Licence and in breach of the terms and conditions unless first approved in writing by the BOCRA. A 'significant interest' means twenty per centum (20%) or more of the shares in the Licensee then in issue or twenty per centum (20%) or more of the voting rights at any general meeting of the Licensee.

21. Revocation

21.1. Without limiting the general application of Section 86 of the Act, the Authority may, on service of written notice on the Licensee, revoke this Licence if the Licensee:

21.1.1. fails to provide Licensed Services on a commercial scale within six (6) months of the Licence Date or, having started, ceases to provide Licensed Services on a commercial scale within any six (6) month period;

21.1.2. fails to pay any fees or penalty due under this Licence;

21.1.3. fails to remedy any material breach of a Condition within thirty (30) days of having received written notice of the same; or

21.1.4. is placed into liquidation or under a provisional or final judicial management order.

22. Material Change of Circumstances

22.1 Notwithstanding the generality of clauses 3, 19 and 21, the Authority may at any relevant and appropriate time, amend, modify, revoke or replace the Licence in the event or occurrence of a material change of circumstances, as determined by the Authority.

23. Miscellaneous Provisions

23.1. The Licensee shall observe and abide by all laws of Botswana.

23.2. The Authority may direct the Licensee and any Other Operators to design a code of practice in a form to be approved by the Authority, concerning content carried over telecommunications systems and such code of practice shall be binding on the operators after approval by the Authority.

23.3. The Licensee shall comply with any other guidelines or regulations as shall be promulgated under the Act from time to time.

23.4. The Licensee shall at all times display this Licence Notice in a conspicuous place at the Licensee's registered offices.

23.5. The Licensee's registered office for the purposes of this Licence shall be as described on the Licence Notice, which shall not be changed without providing prior written notice to the Authority.

23.6. All written notices to BOCRA shall be marked for the attention of the Chief Executive and shall be hand delivered to:

**Botswana Communications Regulatory Authority
50671 Independence Avenue
Gaborone
Botswana**

or such other address, which the Authority may specify in writing to the Licensee.