



**NETWORK FACILITIES PROVIDER
LICENCE**

GRANTED BY

BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

TO

[Name of Licensee]

**UNDER
COMMUNICATIONS REGULATORY AUTHORITY ACT (No. 19 of 2012)**

Dated 2015

BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

**NOTICE OF GRANT OF LICENCE UNDER COMMUNICATIONS REGULATORY AUTHORITY ACT
(No. 19 of 2012)**

License No. NFP2015/000

[Name of Licensee]
(the "Licensee")

is hereby licensed under Communications Regulatory Authority Act (No. 19 of 2012) for the provision of network facilities in Botswana, with the Licensee's registered offices situated at [plot, street, city], **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) This Licence replaces any and all previous Licences issued by the Authority under the Act; and
- (b) 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 2015.

[Seal of AUTHORITY]

**T. G. PHEKO
CHIEF EXECUTIVE**

ANNEXURE 1

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BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

NETWORK FACILITIES OPERATOR LICENCE:

TERMS AND CONDITIONS

Imposed on the Licensee under Communications Regulatory Authority Act (No. 19 of 2012)

Part 1: Definitions

- 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 Authority”);
 - 1.2.4. **“Call”** means any communication for transmission by means of the network facilities which is intended to impart a discrete communication, message or instruction of any kind to or from a User;
 - 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 any 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 Services and Applications and Content.
 - 1.2.8. **“Emergency Service”** means the service provided by the Licensee alone or in conjunction with any other operator by means of which emergency calls are made free of charge from users of the network to national, regional or local emergency organisations which shall include the police and security forces, fire brigade and ambulance services, medical and veterinarian services, environmental disaster agencies, whether or not such emergency organisations are owned and managed on a private or public basis and may include any additional emergency services which the Licensee may provide in its own discretion;
 - 1.2.9. **“Essential Facility”** means any circuit, switch, tower, site, duct or other facility owned or operated by the Licensee which Other Operator wishes to use and for which there is no feasible technical or economic substitute or other satisfactory environmental solution;
 - 1.2.10. **“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;

- 1.2.11 “**Interconnection**” means direct or indirect physical or logical linking of 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;
- 1.2.12 “**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;
- 1.2.13 “**ITU**” means the International Telecommunication Union;
- 1.2.14 “**Leased Capacity**” means any dedicated point-to-point link, or any dedicated capacity on such a link, between two points provided by the Licensee to a Customer or Other Operator for the purpose of carrying signals;
- 1.2.15 “**Licence**” means this Licence, including the Licence Notice and all the terms and conditions included in this Annexure 1 as amended from time to time;
- 1.2.16 “**Licence Date**” means the date of issue of this Licence;
- 1.2.17 “**Licence Notice**” means the formal notice of Licence issued to the Licensee to which these terms and conditions are attached;
- 1.2.18 “**Licence Period**” means the period prescribed in Clause 3.1 and shall, where the context admits, include any extension awarded under Clause 3.2;
- 1.2.19 “**Main Switching Centre**” means the switching centre by means of which the Licensee switches or routes signals conveyed or to be conveyed on the network;
- 1.2.20 “**Minister**” means the Minister responsible for Communications;
- 1.2.21 “**Net Operating Revenue**” means the total amounts invoiced to Users and all sums otherwise receivable by the Licensee or its Service Providers in respect of the provision of Licensed Network Facilities after deduction of any applicable sales or other indirect taxes, any amounts payable to Other Operators for services rendered, any amounts in relation to the sale or lease entered into, provided that due regard shall be made for any duplications in the calculation of the amounts;
- 1.2.22 “**Network Facility**” means a physical infrastructure principally used for carrying Services and Applications and Content services. The infrastructure may include but is not limited to fixed links, radio communication transmitters, satellites and satellite stations, submarine cable, fibre/copper cable, towers, switches, base stations. International Network Facility shall be connected to national or regional network to facilitate seamless connectivity and conveyance of Services and Applications and Content.
- 1.2.23 “**Network Termination Point**” means (i) the apparatus installed in a User’s premises at which the network ends at which the User is provided with access to the network and may attach Terminal Equipment in accordance with the conditions of this Licence or (ii) in the case of a Mobile Cellular System or other wireless-based system, the air interface specifying the radio path between the radio equipment operated by the Licensee and a User’s handset;

- 1.2.24 “**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 of the network that is identified by that code, number or address;
- 1.2.25 “**Numbering Plan**” means the plan issued from time to time by the Authority for the allocation and use of Numbers in Botswana;
- 1.2.26 “**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 any regulations or any guidelines issued under the Act;
- 1.2.27 “**Other Operator**” means any other person licensed to operate network facilities and/or to provide services and applications and content which is available for use by the public in terms of the Act.
- 1.2.28 “**Publicly Available Telephony Service**” or “**PATS**” means a telecommunications service, whether delivered over a wired or wireless system or a Mobile Cellular System or any or all of them, made available to the public for originating and receiving, at telecommunications apparatus attached to Network Termination Points, national and international telephony and access to emergency services through a Number, which service may be facilitated by any technical means but 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 and data and the provision of non-geographic services;
- 1.2.29 “**Quality of Service Standards**” means the quality of service standards as may be prescribed by the Authority in relation to licensed Network Facilities.
- 1.2.30 “**Radio Licence**” means a licence issued by the Authority to the Licensee under which the Licensee is assigned and authorised to use particular bands of radio frequency spectrum under Section 42 of the Act;
- 1.2.31 “**Regulations**” means any regulations issued by the Minister under Section 94 of the Act;
- 1.2.32 “**Service and Application**” means non-infrastructure based forms of services and applications provided to end users using infrastructure of the Network Facilities Provider. The services and applications may be based on speech, sound, data, text and images and they deliver a particular function to the end user. For avoidance of doubt, services and applications shall include electronic communications as defined in the Act.
- 1.2.33 “**Service Provider**” means any person appointed by the Licensee to sell or resell Licensed Services or terminal equipment to Users;
- 1.2.34 “**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;
- 1.2.35 “**Stakeholder**” means any party which in the opinion of the Authority has an interest in the matter in question;
- 1.2.36 “**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;

- 1.2.37 **“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;
- 1.2.38 **“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;
- 1.2.39 **“Universal Service Fund”** means the fund established as per the Act for the purpose of funding universal access.
- 1.2.40 **“Universal Access and Service levy”** means a levy imposed on identified operators for the purpose of funding universal access in the communications sector.
- 1.2.41 **“User”** means a person who uses any network facilities 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 network facilities.

Part 2: Scope of License, Licence Period and Fees

2. Scope of Licence

- 2.1 The licensee shall construct, install, maintain and operate the network facilities as approved by the Authority and described in Schedule 1. The licensee shall not operate or provide any new network facilities not described in Schedule 1 except with prior approval by the Authority.
- 2.2 Where the licensee wishes to introduce a new network facility and or make changes to the existing network facility, the licensee shall provide the Authority with such information as may be required by the Authority within a specified period.

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 not more than 36 months but not less than 18 months 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. The licence fees shall depend on the Scope of the Licence. During the Licence Period, the Licensee shall pay:
- 4.1.1. an annual fee for operation of the Network Facilities of P540 000.00 (Five Hundred and Forty Thousand Pula);
- 4.1.2. a revenue related fee equal 3% of annual Net Operating Revenue quarterly in arrears.
- 4.2. The amount due under Clause 4.1.1 shall be paid on the 1st of April of each year and shall be increased each subsequent year in accordance with any increase in the consumer price index as published by the relevant governmental Authority over the previous twelve months.

- 4.3. Calculation of Net Operating Revenue shall be made in accordance with a format prescribed by the Authority and shall be verified and certified annually by an independent audit firm of international standing engaged and remunerated by the Licensee, subject to independent verification by the Authority or any expert appointed by the Authority. Any final settlement to be made due to underpayment or overpayment revealed as a result of the verification process shall be made within 30 (thirty) days of issue of the auditor's certificate or of completion of the independent verification.
- 4.4. In addition to the fees provided for above, the Licensee shall pay any:
- 4.4.1. fees due under Radio Licences issued to the Licensee in accordance with the Authority's standard tariff from time to time; and
- 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. The fees are non-refundable and the Authority reserves the right to revise them from time to time.
- 4.7. In the event of a default by the licensee in payment of any fee, the licensee shall pay interest on the overdue sum calculated on a daily basis from the date of invoicing. The interest shall be the prevailing prime rate.
- 5. Universal Access and Service Levy**
- 5.1.1. The Licensee shall pay amounts prescribed by the Authority as Universal Access and Service Levy.

Part 3: Primary Obligations

6. Obligation to Provide Network Facilities

- 6.1. The Licensee shall provide Network Facilities within Botswana and shall offer such to any person who in the Authority's view reasonably demands these facilities in any place within Botswana.

7. Rollout Obligations

- 7.1. The Licensee shall rollout its network facilities as committed to under its application and described in Schedule 1. Failure to fulfill the rollout obligations shall attract administrative penalties as may be determined by the Authority.
- 7.2. In addition to rollout obligations in Paragraph 7.1, the Licensee shall be required to submit annually to the Authority of the updated roll-out plans on the provision of Network Facilities and that, such updated roll-out shall be subject to inspection and approval by the Authority.

8. Public Service Obligations

- 8.1. The Licensee shall provide its network facilities for purposes of use for Emergency Services giving priority to the support activities required to overcome the emergency.
- 8.2. The Licensee shall comply with the National Emergency Service Co-ordination Programme.
- 8.3. The Authority may exempt the Licensee from any of the Public Service Obligations.

9. Service Obligations for People with Disabilities

- 9.1. The Licensee shall consult with the Authority from time to time about the arrangements relating to:

- 9.1.1. the supply of, and the provision and maintenance of services in respect of, apparatus designed or adapted to meet the reasonable demands of people with disability, including apparatus with amplification facilities; and
- 9.1.2. participation in any advisory group established to address the needs of people with disability which participation was at the request of the Authority.

10. Subscriber Registration

- 10.1 The Licensee shall maintain a register of its entire customers as prescribed by the Act.

11. Technical Standards

- 11.1. The Licensee shall comply with any Regulations and any directions issued under the Act in relation to technical standards for communications equipment to be used within the Licensed Network Facilities.

12. International Obligations

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

Part 4: Tariffs, Cost Accounting and Reporting

13. Tariffs

- 13.1. The Licensee shall submit to the Authority, in writing, a proposal in respect of tariffs it intends to apply for the network facilities. In determining the tariffs, the Licensee shall follow the principle of cost orientation.
- 13.2. The Licensee shall offer the network facilities at rates no higher than the prevailing approved tariffs.
- 13.3. The Licensee shall ensure that the tariffs are sufficiently unbundled so that, unless otherwise agreed in writing by the Authority, the customer is not required to pay for facilities which are not used for the particular service requested by any Customer.
- 13.4. The Authority reserves the right to introduce a general price cap control regime or any other price control mechanism.

14. Accounting Separation

- 14.1 The Licensee shall comply with Accounting Separation Guidelines issued by the Authority.

15. Records and Reporting

- 15.1. The Licensee shall manage all of its finances relating to its provision of Licensed Services in accordance with International Accounting Standards ('IAS'), as established and periodically amended by the International Accounting Standards Board and separately and distinctly from those of:

- 15.1.1.any other communications operations it may carry on outside of Botswana; and

- 15.1.2.any facilities other than Licensed network facilities that the Licensee may carry on within or outside Botswana.

- 15.2. The Licensee shall keep written records in comprehensive detail relating to the Licensed Network facilities, including:
- 15.2.1. identification of the name, type, location and specifications for all significant network elements, including Switching Centres, transmission points, interconnection points, network operations centres and customer care and support centres; and
 - 15.2.2. the performance of its Network (including performance against any Quality of Service standards established from time to time by the Authority).
- 15.3. The Authority shall have reasonable access to the Licensee's records, personnel and property to enable the Authority to carry out effective supervision and enforcement of the conditions, and may request additional information in writing from time to time from the Licensee.
- 15.4. The Licensee shall, on reasonable written notice, permit any person duly authorized by the Authority 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 Authority and otherwise to ensure that the Licensee is complying with the conditions and the Law or to investigate breaches or alleged breaches by the Licensee.
- 15.5. All accounts and records of Licensee shall be kept in secure locations and secure formats designed to ensure their preservation. Network and performance related data shall be retained by the Licensee for a minimum of one (1) year, and all financial records shall be retained by the Licensee for a minimum of five (5) years.
- 15.6. The Licensee shall submit a Financial and Operational Report ('Annual Report') to the Authority within 120 days of the completion of each of its financial years which addresses key material developments for that year. The Annual Report shall be signed by an authorized representative of the Licensee, who shall certify and attest to the completeness and accuracy of the information contained therein. The Annual Report shall contain comprehensive reporting on the following mandatory elements:
- 15.6.1 certified financial reports, including the Licensee's balance sheet and income statement and cash flow statements, key assumptions associated with the preparation of financial reports and material deficiencies and delinquencies in Licensee's financial reporting; and
 - 15.6.2 operational performance metrics required by the Authority, after consultation with the Licensee, Customer and User additions and losses, development of new service lines, functionality, capabilities and offerings, details of the Licensee's performance relative to all relevant Quality of Service standards.
- 15.7. The Licensee shall prepare and deliver to the Authority within 14 days of the conclusion of each quarter during the Licence Period a report which shall contain such operational details as the Authority may require, Customer and User additions and losses, new products or services, details of Licensee's performance relative to all relevant Quality of Service Standards.
- 15.8. The Licensee shall provide a written report to the Authority within 30 days of the occurrence of any material development affecting, or which would affect, ownership, control or management of the Licensee, including developments such as:
- 15.8.1 any proposed change in the control of the Licensee, such as its prospective sale, disposition, bankruptcy, voluntary or involuntary insolvency, threat of insolvency, transfer of managerial or voting control;
 - 15.8.2 any proposed assignment of any right or obligation established by this Licence;

15.8.3 any changes in key management personnel or members of the board of directors; or

15.8.4 the filing or prospective filing of significant legal claims against the Licensee by third parties which may have a material impact on the Licensee's ownership, control, management, or financial standing.

Part 5: Interconnection, Access and Wholesale

16. Interconnection and Access

16.1. The Licensee shall:

16.1.1 have the right to Interconnect its network with the network of any Other Operator, at any technically feasible point and on fair and reasonable terms, in accordance with Interconnection Guidelines and the Act.

16.2. The Licensee shall develop and submit Reference Interconnection Offers for approval by the Authority which shall be made publicly available by the Licensee.

17. Access to Network Capacity and Facility Sharing

17.1. The Licensee shall offer to make network facilities available to Other Operators, on fair, reasonable and cost-orientated terms and in accordance with the Infrastructure Sharing Guidelines.

18. Undue Preference and Discrimination

18.1. The Licensee shall offer to provide to Other Operators on a fair wholesale basis the facilities they may require from the Licensee in order to provide any retail facility in competition with a retail network facility offered by the Licensee from time to time to its Customers or Users.

18.2. If agreement on wholesale terms cannot be reached between the Licensee and any Other Operator who wishes to offer a retail service in competition to one that is offered by the Licensee within 30 days of the initial request, either party to the proposed agreement may refer the dispute to the Authority, or the Authority 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, the Authority, the Authority will issue a determination in respect of the terms of the arrangement in 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 timings, costs, pricing and billing, ordering, testing and management and dispute resolution, as it deems fit. The Licensee shall be bound by the determination.

18.3. 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 network facilities 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 or any Other Operator, so as to place any Other Operator competing with such a business at an unfair disadvantage in relation to the provision of a competitive activity.

19. Cross-subsidisation

19.1. The Licensee shall not cross-subsidise or subsidise any type of network facility or permit itself to be subsidised. To enable the Authority to evaluate whether any cross-subsidisation or subsidisation is taking place, the Licensee shall record at full cost in its accounting records any material transfer of assets, funds, rights or liabilities between a part and

any other part of its business, and between it and any Associated Company, and shall comply with any directions issued by the Authority for this purpose.

20. Attachment of Terminal Equipment

20.1. The Licensee shall permit the connection to the Network Facility of any lawful and type-approved Terminal Equipment at any Network Termination Point.

21. Misuse of Traffic Data

21.1. The Licensee shall not make use of network or traffic data, traffic profiles or any other data of any nature which become available to it directly or indirectly as a result of entering into Interconnection arrangements or otherwise as a result of carrying communications, in any way which, in the reasonable opinion of the Authority, would unduly prefer the interests of any business carried on by the Licensee or a Service Provider of the Licensee, or place any Other Operator at an unfair disadvantage.

Part 6: Radio

22. Radio

22.1 This license does not guarantee granting of a frequency spectrum. Where applicable, the Licensee shall apply with full justification, for the use of frequency spectrum. The Licensee's frequency assignment and Terms and Conditions, shall be as contained in the radio license granted by the Authority.

Part 7: Numbering and Quality of Service

23. Numbering

23.1. The Licensee shall comply with the Numbering Plan and any Regulations or guidelines issued under the Act from time to time in relation to the use of Numbers and of other codes within its network, including the payment of fees related to the administration of numbers.

23.2. The Licensee shall not allocate to Users any Number(s) other than those within a numbering block allocated to it by the Authority for the purpose of terminating Calls on the network and is, for the intended use, consistent with the Numbering Plan.

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

23.4. 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 issued under the Act.

23.5. 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 Other Operators, 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 the Authority.

23.6. 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.

24. Quality of Service Standards

- 24.1. 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.
- 24.2. The Licensee shall ensure that the Licensed network facility is operational at all times.
- 24.3. The Licensee shall be liable to paying such administrative or civil penalties for failure to meet quality of service requirements and standards as may be prescribed by the Authority.

Part 8: Consumer Protection

25. Consumer Protection

- 25.1. The Licensee shall, within 30 (thirty) days of the Licence Date or any such time as may be determined by the Authority, lodge with the Authority for approval, all its standard forms of agreement with Customers and shall make these agreements available to its Customers.
- 25.2. The Licensee shall adopt a Code of Practice describing how it deals with Users. The Code shall be made publicly available by filing with the Authority, 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 on request.
- 25.3. The Code of Practice shall provide guidance to Users on at least the following matters:
 - 25.3.1. the form in which a complaint may be made and the response to be provided; and
 - 25.3.2 the rules for resolution of disputes between the Licensee and a User, including notification to the User that he may, if not satisfied by the Licensee's response, request that the dispute be referred to the Authority .
- 25.4. Any and all complaints and disputes which cannot be resolved between the Licensee and a customer may be referred to the Authority either by the Licensee or the customer.

26. Privacy and Confidentiality

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

27. Indemnity

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

28. Botswana Preference

- 28.1. In the implementation of its operations under the Licence, including without limitation, the purchase of equipment, construction, installation and delivery of facilities or any part thereof, the Licensee shall give preference to :

28.1.1. materials and products made in Botswana; and

27.1.2 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, to the maximum extent possible and in a manner consistent with safety, efficiency and economy of its operations.

28.2. 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.

28.3. 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.

28.4. The Licensee shall submit to the Authority an annual report outlining strategies on the implementation of this paragraph.

Part 9: Enforcement and General Provisions

29. Force Majeure

29.1. 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.

29.2. 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.

30. Enforcement and Penalties

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

30.2. The Authority may impose any penalty it deems fit in the event of breach of any of the Conditions.

31. Amendments

31.1. Subject to provisions of the Act, the Authority may vary or amend any condition, provided that the Authority 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.

32. Assignment of Licence

32.1. The Licensee shall not assign, sub-license, transfer, cede or otherwise dispose of this Licence, or any rights derived under it, in favour of any third party without the prior written approval of the Authority.

32.2. 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 Authority. 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.

33. Revocation

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

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

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

33.1.3. is liquidated.

34. Location and Addresses

34.1. The location of the Licensee's network facilities, management centre and primary office shall be situated within Botswana.

34.2. The Licence Notice shall be placed in a conspicuous place at the Licensee's office at all times.

34.3. The Licensee's 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.

35. Miscellaneous Provisions

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

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

35.3. 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 network facilities and such code of practice shall be binding on the operators after approval by the Authority.

35.4. The Authority reserves the right to impose special conditions to facilitate the execution of its mandate under the Act.

35.5. All written notices to the Authority 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.