**POSTAL AND TELECOMMUNICATIONS REGULATORY AUTHORITY OF ZIMBABWE (POTRAZ)**

****

Licence issued to

**XXXXXXXXX**

**In terms of the Postal and Telecommunications Act, Chapter [12:05] to provide**

**UNIFIED TELECOMMUNICATION SERVICES**

**Issued at Harare**

**August 2021**

**Licence No. UT2021xxxxx**

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# DEFINITIONS

* 1. In this licence, unless the subject matter or context otherwise requires, the following terms shall have the following meanings:

1. **Act** – means the Postal and Telecommunications Act (Chapter 12:05)
2. **Area code** –means a set of 2 or 3 digits, preceded with ‘0’ identifying any part of Zimbabwe where a telecommunications service is supplied.
3. **Authority** – means the Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ).
4. **Bandwidth** – means a measure of how much information can be sent through a connection. It is usually measured in bits-per-second.
5. **Basic telephone service** – means a telecommunication service comprising technical features that are the minimum necessary to allow the establishment of a telephony channel for providing a telecommunication service for the conveyance of voice grade signals between two items of customer premises equipment connected to the unified telecommunication network.
6. **Bit (binary digit)** – means a single digit number in base-2, either a one (1) or a zero (0) and is the smallest unit of computerized data.
7. **Byte** – means a set of bits that represent a single character. Usually there are 8 bits in a byte, sometimes more, depending on how the measurement is being made.
8. **Calling Line Identity (CLI)** – a facility that enables identification of the number from which a call is being made.
9. **Carrier pre–selection (CPS)** – the facility offered to customers which allows them to opt for certain defined classes of call to be carried by an operator selected in advance (and having a contract with the customer), without having to dial a routing prefix or follow any other different procedure to invoke such routing.
10. **Carrier selection** – the possibility for customers to choose their (preferred) long-distance or international operator through telephony dialling or other means such as pre-selection.
11. **Centrex** – a service provided over the Public Operator Network as an alternative to customers having their own Private Branch Exchange (PBX), with the Public Telecommunication Network providing the switching of calls between terminals on the customer's site as well as calls to and from other customers of the Public Telecommunication Networks.
12. **Community service** –means a telecommunications service providing access to information or assistance of significant community value.
13. **Country code** –means a set of digits that identifies a country to which an international call is made or coming from.
14. **Customer premises equipment (CPE)** –means equipment used on the premises of a consumer to originate, route, or terminate a telecommunication service.
15. **Digital** – the coded representation of a waveform by, for example, binary digits in the form of pulses of light, as opposed to analogue which is the direct representation of a waveform.
16. **Domain name** – means the unique name that identifies an Internet site. Domain names always have 2 or more parts, separated by dots. The part on the left is the most specific, and the part on the right is the most general. A given machine may have more than one domain name, but a given domain name points to only one machine.
17. **Electronic mail,** most commonly referred to as email or e-mail, is a method of exchanging digital messages from an author to one or more recipients. Modern email operates across the Internet or other computer networks.
18. **Emergency service organization** – means a service mentioned in clause 94 (1) of the Act for provision of assistance in connection with emergencies.
19. **Gateway** – a facility which adapts signals and messages of one network to the protocols and conventions of other networks or services.
20. **Infrastructure – means:**

a) Ducts, pits, tunnels and manholes;

b) Towers, masts, poles and antennae;

c) Land, buildings and ancillary equipment at sites on which radio communications facilities have been established;

d) Reasonable space within the licensee’s, exchange buildings or other sites for the purposes of locating equipment of another licensee required to establish interconnection between the licensee’s and that other licensee’s network at that exchange or site;

e) Other telecommunication or ancillary installations, including the in-building risers, cable trays and cable entry points into buildings, reasonably necessary for the efficient provision and establishment of fixed telecommunication networks.

1. **I**nternet **A**ccess **P**rovider **(IAP)** – means a licensed service provider who provides a data and Internet infrastructure for access by customers.
2. **Internet** – means the vast collection of inter-connected networks that all use the Transmission Control Protocol/Internet Protocol (TCP/IP) or compatible protocols.
3. **Internet Protocol (IP)** Address - a unique string of numbers and or letters separated by full stops that identifies each electronic device/computer using the Internet Protocol to communicate over a network.
4. ISDN – Integrated services Digital network. Standard defined by the ITU for the modern telecommunications bearer network. Is end – to – end digital and integrates different type of services e.g. circuit and packet switched services.
5. Internet service provider (ISP) – means an institution that provides Internet service using access capacity from a licensed operator.
6. **I**nternational **T**elecommunications **U**nion (**ITU)** –means the United Nations specialised agency for telecommunications.
7. **Leased line**– means a telecommunications line that is rented exclusively 24 hours, seven (7) days a week, for use from one location to another location.
8. **Licensee** – means
9. **MODEM** – means **MO**dulator and **DEM**odulator, a device that connects a computer to a phone line, thus allowing the computer to talk to other computers through the telecommunication system.
10. **National and international operator call connection service** – means a telecommunications service provided to a customer to enable national and international calls to be made:

(a) with the assistance of an operator; or

(b) by means of an automated voice response system or another technology

-based system.

1. **Network availability** – means a measure of the degree to which the Data and Internet network is operable and not in a state of failure or outage, in a given observation period.
2. “Non-geographic services” means Telecommunications services that are numbered from (national) number ranges that are not identified with one specific geographic region, city area or local community. A country-wide free phone service or an emergency number services, are examples of non – geographic services.
3. **Number portability** – means the ability by a customer of a telecommunications service to retain existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another, or changing location or service.
4. **Numbering plan/scheme** – A plan/scheme that structures the number space available to a country, operator or other organisation.
5. **Operator service**– means a telecommunications service provided by an operator or which requires the assistance of an operator to complete a call made by a customer.
6. **Peri-urban** is all areas or territory officially recognized as growth points or relating to, characteristic of, but not constituting a town.
7. **Premium rate service** –means a telecommunications service for which the call charge for calls made by a standard telephone service is at a premium rate, independent of content or delivery technology.
8. **Ring back price service** –means a telecommunications service for which an end – customer who has made and completed a call receives a call advising the end – customer of the cost of the completed call.
9. **Rural** –means all areas or territory that is neither urban nor Peri-urban
10. **Service profile**– means a record containing all the information about a customer of a universal personal telecommunications service necessary to provide the customer with the service.

*Not*e: Each service profile is associated with a single universal personal telecommunications number.

1. **Service Providers** – service providers offer services to end customers involving the use of mobile and fixed networks and services. The role of service providers may vary between that of airtime reseller to the provision of sophisticated value added services. Service providers may be independent or form part of a network operator.
2. **System accessibility** – means the ease with which users are able to access the network.
3. **Telecommunication** – means the transmission, between or among points specified by a customer, of information of the customer's choosing, without change in the form or content of the information as sent and received.
4. **Telecommunications carrier** – means any provider of a telecommunications service.
5. **Telecommunications equipment** – means equipment, other than customer premises equipment, used by a carrier to provide telecommunications services, and includes software integral to such equipment.
6. **Telecommunication network** – means all such telecommunication installations and telecommunication lines established, maintained, possessed or used whether owned by the licensee, leased, or otherwise acquired by the licensee for the purpose of providing public fixed telecommunication network services.
7. **Telecommunications service** – means the offering of telecommunications for a fee directly to the public, or to such classes of customers as to be effectively available directly to the public, regardless of the facilities used.
8. **Toll free helplines** – helplines run on a not for profit basis providing access to advice, information, listening support, befriending, counselling and/or referral in the fields of health and social welfare where calls are free of charge to the caller.
9. **Toll free number** – a number which can be reached free of charge to the caller often beginning 0800.
10. **Toll free service** –means a telecommunications service in which:
11. a customer issued with a number is charged for calls to the number for

the service; and

1. the call charge for calls made to the number for the service from a

standard telephone service (other than a public mobile telecommunications service) is zero.

1. **T**ransmission **C**ontrol **P**rotocol/**I**nternet **P**rotocol (**TCP/IP**) – means the suite of protocols that defines the Internet.
2. **Unified Telecommunication Network** – means the infrastructure of physical switching and transmission facilities that is used to provide the telecommunication services to the public.
3. **Universal personal telecommunications profile access service** –means a telecommunications service allowing a customer of a universal personal telecommunications service to:
4. establish, modify and otherwise make use of the customer’s service

profile; or

1. make calls so that the call charge for an outgoing call is billed only to

an account associated with the universal personal telecommunications

service.

1. **Universal personal telecommunications service** – means a telecommunications service:

(a) allowing a customer to receive calls, from any telephone terminal attached to a telecommunications service provider’s network, that were made to a universal personal telecommunications number issued to the customer; and

(b) includes a service profile for each customer to allow:

(i) a telecommunications service provider’s network to direct calls to an

appropriate telephone terminal; or

(ii) a telephone terminal to be identified in advance as the reception

point for calls to a given universal personal telecommunications

number.

1. **U**niversal **P**ersonal **T**elecommunications (**UPT**) – ITU – T Recommendation for establishing a personal communications environment where the individual can be reached through a single (personal) number independent of network or location.

# INTERPRETATIONS

## General

* + 1. Any reference to this licence shall include its attachments and schedules.
    2. The use of headings herein and the division into clauses is for the convenience of reference only and shall not affect the construction or interpretation of the licence. References to clauses and appendices are to clauses and appendices of the licence, unless expressly provided for, to the contrary.
    3. In this licence, unless otherwise stated, words and terms used, shall have the same meaning as defined in the Postal and Telecommunications Act, *[Chap 12:05]*
    4. Words importing the singular shall include the plural and vice versa. Words denoting persons shall include juristic persons and associations of persons and vice versa.

## Status of the Licensee Application Document

* + 1. The licence terms and conditions contained herein have, to a large extent been formulated on the basis of the licensee’s application and the information provided therein, which information the Authority shall use as a basis for granting, among other things:

a) the initial tariff calculation;

b) future tariff approvals;

c) any other commitments that the licensee may make in his applications.

## Law

* + 1. This licence shall be governed by the laws of Zimbabwe.
    2. The Licensee shall comply with all laws of Zimbabwe applicable to its operations, including all decisions, rules and instructions issued in accordance with the Postal and Telecommunications Act, Chap.[12:05].
    3. The Licensee shall also comply with new licensing laws as prescribed from time to time and shall be required to migrate to such new licensing laws in line with transitional arrangements as determined by the Authority.

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# DOMICILIUM CITANDI ET EXECUTANDI

## Physical Contacts

* + 1. The Authority chooses for the purpose of this licence, the following address as its domicilium citandi et executandi:

1008 Performance Close

Mount Pleasant Business Park

Mount Pleasant

**Harare**

* + 1. **XXXXX (Pvt) Limited** chooses for the purpose of this licence, the following address as its domicilium citandi et executandi:
    2. Either party shall give fourteen (14) days written notice of change of address.

## Notices and Correspondence

* + 1. All Notices and correspondences shall be in writing and addressed to the **Director General**, for POTRAZ and to the **Managing Director,** for **XXXXX (Private) Limited,** at the above addresses respectively, or at the following Postal Addresses:

|  |  |
| --- | --- |
| **For POTRAZ** | **For XXXXX (Private) Limited** |
| 1008 Performance Close |  |
| Mount Pleasant Business Park |  |
| Mt. Pleasant |  |
| **Harare** |  |

# COMMENCEMENT AND PERIOD OF LICENCE

* + 1. Notwithstanding the date of signing of this licence document, the commencement date of the licence shall be **xx July 2021**.
    2. This licence shall be valid for a period of twenty (20) years calculated from the commencement date, and may be renewed by the Authority, upon application by the Licensee, in writing to the Authority, made at least three (3) years before the expiration of the term of the licence.
    3. The Licensee shall give notice of the intention not to renew the licence, at least three (3) years before the expiration of the licence period.
    4. The Licensee shall give notice of its intention to terminate the licence at least twelve (12) months before the date of the proposed termination date, or at any other time, other than the time referred to in clause 4.1.2.

# SCOPE OF THE UNIFIED TELECOMMUNICATIONS LICENCE

## Scope of Licence

* + 1. This licence permits the licensee to provide service(s) authorized in the licence provisions on a non-exclusive basis.
    2. The licensee shall be responsible for and authorized to own, install, operate and maintain Telecommunication Networks using any technology as per prescribed standards and to provide services authorized under the scope of this licence as necessary.
    3. For providing the services, the licensee shall utilize, where required, any type of equipment and product that meet relevant ITU standards. The licensee may liaise with the Authority on utilizing equipment that meet corresponding standards set by international standardization bodies, such as ETSI, IEEE, ISO, IEC etc. Standards set out by International Fora, such as 3GPP, 3GPP-2, IETF, WiMax, Wi-Fi, IPv6, etc. may be considered too.
    4. Licensee shall make its own arrangements for all infrastructure involved, if required, in providing the service and shall be solely responsible for the installation, commissioning, operation and maintenance, as necessary, of infrastructure, equipment and systems, handling of subscriber complaints, issue of bills to its subscribers, collection of revenue, attending to claims and damages arising out of its operations etc. However, the licensee may share the infrastructure as permitted under Clause xx to the licence or as per the directions/instructions issued by the Authority from time to time.

## Licensed Network

* + 1. The licensee is authorised to provide telecommunication Network Facilities, Network Services, Application Services and International Gateway Services all under one licence.

1. Under Network Facilities, the Unified Telecommunication licence authorises the licensee to build, own and manage passive telecommunication infrastructure that facilitates provision of electronic communications. The licensee is authorised to lease or resell the Network Facilities to other appropriately licensed operators.
2. Under Network Services, the Unified Telecommunication licence authorises the licensee to operate and maintain active electronic communication equipment that can be used to offer wholesale services to other licensees through the Network Facilities infrastructure.
3. Under Application Services, the Unified Telecommunications licence authorises the licensee to provide end-user electronic communication services such as voice, video, data, messaging services, Digital Financial Services among other customer facing services.
4. Under International Gateway Services, the Unified Telecommunications Licence authorises the licensee to operate and maintain telecommunication facilities that allow electronic communication traffic to be interchanged between Zimbabwe and other countries. The licence authorises the licensee to enter into an agreement with International Carriers who will terminate their traffic onto the licensee’s network in accordance with **SI xx of 20xx.**
   * 1. The Licensee shall, in advance, notify the Authority of any significant changes to the Licensed Network and shall provide the Authority with information about the intended changes and their effect on the operation of the network.
     2. The licensee shall comply with physical planning, environmental, security, public health, civil aviation and other requirements as set out by relevant government authorities. On receipt of permits from authorities responsible for the above, the licensee shall file the same with the Authority before setting to carry out works in public places in accordance with the relevant local Authority by-laws.

## Licensed Services

* + 1. Services authorised under this licence covers consolidation, collection, transmission and delivery of voice and/or non-voice messages over licensee’s network. The licensee is authorised to provide broadband services and triple play, i.e. voice, video and data services. The licensee is authorised to provide telecommunication services over wireline and/or wireless access technology with full or limited mobility and fixed access.
    2. The licensee shall not provide any service(s) that require a separate authorization / license, such as broadcasting, under this license unless specifically provided for by the Authority in future licence reviews.
    3. The licensee is authorised to offer:

1. National voice, data and internet services
2. International voice, data and internet services
3. local access telecommunication, data and Internet service;
4. Internet content service;
5. all or any telecommunication facilities to be used by any operator for the provision of mobile telecommunication and public data services; and
6. all or any telecommunication facilities to be used by any person for the provision of any private telecommunication network.
   * 1. The licensee may also provide add-on products and services to the basic core functions provided such as USSD, SMS, Please Call Me Back, Voice Mail, Audiotex, Unified Messaging services, Video Conferencing and any other Value Added Services over its network to subscribers on a non-discriminatory basis.
     2. These Licensed Services shall be provided only by means of the Licensed Network.
     3. The Licensee shall interconnect with other licensed telecommunication networks in accordance with the provisions of Clause 8.7.

## International Traffic

* + 1. The licensee shall comply with legal requirements on International Gateways.
    2. The licensee shall comply with legal requirements on Regional and National Internet Exchange Point(s).
    3. The Licensee shall comply with Telecommunications Traffic Monitoring System (TTMS) regulations or the equivalent thereof.

## Limitations

* + 1. This licence shall not be construed as granting an exclusive right to the Licensee to provide services covered under the licence.
    2. This licence replaces any licence or any exemption from licensing, however described, which the Authority or its predecessors, may have granted to the Licensee for providing the service.
    3. The grant of this licence does not authorise the Licensee to do anything that infringes on any right to provide telecommunication circuits or services, granted under any other licence issued by the Authority.

## Resale of Service

* + 1. The Licensee may enter into resale arrangements with agents, dealers and service providers. It shall be the duty of the Licensee to ensure that the rights and obligations in the contracts with such agents, dealers and service providers, do not affect the Licensee’s ability to comply with the law and licence conditions.

## Agents, Dealers and Service Providers

* + 1. The Licensee shall be responsible for the commissions or omissions of its agents, dealers or service providers and more specifically:

1. The liability of the Licensee for any acts or omissions of any agent, dealer, contractor, or service provider, in relation to the exercise of the rights granted under this licence, shall be limited to acts or omissions which constitute contraventions of the conditions of this licence;
2. The Licensee shall incorporate adequate provisions in its contracts with its agents, contractors and service providers, to ensure that the exercise of any of the rights granted in terms of this licence, are not in breach of any of the conditions of this licence;
3. Should an agent, dealer, contractor or service provider of the Licensee commit any act or omission in breach of any term or condition of this licence, the Licensee shall, upon becoming aware thereof, act as expeditiously as is reasonably possible, to remedy the breach and the Licensee shall be afforded reasonable time for such purpose;
   * 1. The Authority shall, upon becoming aware of any breach of any condition of the licence, by agents, dealers, contractors or service providers of the Licensee, or any complaints lodged with the Authority in relation thereto, notify the Licensee in writing to correct such a breach.
     2. Failure by the Authority to notify the Licensee of a contravention, shall not in any way negate or limit the power of the Authority in respect of such contravention under this licence or otherwise.

# FEES

## Licence Fees

* + 1. The fees payable by the Licensee to the Authority shall be as follows:

1. A basic licence fee comprising of two components that is:
2. A renewal licence fee payable to the Authority, or when so directed by the Authority, to Treasury, on or before issue of license, or on a date stipulated by the Authority as prescribed from time to time.
3. An annual licence fee of 2% (two percent) of the audited annual gross turnover payable monthly as prescribed.
4. A contribution of 1.5% (one and half a percent) of the audited annual gross turnover, as a direct contribution to the Universal Services Fund, payable monthly as prescribed.

## Other Fees

### Number fees

Where applicable, the Licensee shall pay an annual number usage fee, in advance, at the rate prescribed by the Authority from time to time, as appropriate.

### Radio frequency spectrum fees

Where applicable, the Licensee shall pay an annual frequency usage fee, in advance, at the rate prescribed by the Authority from time to time, as appropriate.

### VSAT terminal Fees

Where applicable, the Licensee shall pay VSAT terminal fees, in advance, at the rate prescribed by the Authority from time to time.

# PROVISION OF UNIVERSAL ACCESS AND SERVICE

## Universal Service Provision

* + 1. The Licensee shall endeavour to provide telecommunication services to the people of Zimbabwe as a universal service. Such services shall comprise voice, video and data.

## Universal Service Obligations

* + 1. The Licensee shall provide over the Licensed Network the following Licensed Services on a non-discriminatory basis;

1. Voice telephony service,
2. Video telephony services,
3. Data communication services.
4. Access to the public emergency call service and the directory information service, as prescribed by the Authority,
5. The installation and connection to an item of terminal connection equipment or an item of customer premises equipment capable of making use of the basic telephone services, using fixed cellular technology.
6. The maintenance or repair of that item of customer premises equipment supplied by the licensee.

## Non Discrimination

* + 1. The Licensee shall provide the Licensed Services on a non-discriminatory basis.

## Community Service Obligations

* + 1. The Licensee shall undertake and implement a programme in respect of community service telecommunications, in the areas listed in Schedule “A”. The programme shall be carried out in accordance with the time specified in the Schedule “B”, and shall be co-ordinated by the Licensee and the Authority.
    2. Services provided in community centres, shall not qualify or be taken into consideration for purposes of the Community Services Telecommunication obligation, unless such centres are in under-serviced areas.
    3. The Licensee shall ensure that the service and equipment used by customers are compatible with peripheral devices commonly used by people with disabilities.
    4. The Licensee is expected to roll out such community service obligations equitably across the territory of Zimbabwe, paying particular regard to under-serviced areas.

## Emergency Call Services

* + 1. The Licensee shall provide a public emergency call service through which any member of the public may at any time, without incurring any charge, communicate in the event of an emergency, with the service provider in the area serviced by the Licensee.
    2. The Licensee, in collaboration with other licensed operators, shall provide a uniform emergency call service for all areas where his network is present.
    3. The Licensee shall ensure that emergency call services are routed to local response points and centres in all such areas.
    4. In case of a major disaster such as earthquakes, floods and similar events or any other situation of emergency or a crisis of local, regional or national scope that require special attention, the Licensee shall provide the necessary connectivity to Government giving priority to the support activities required to overcome the emergency. For this purpose, the Licensee shall co-ordinate with and follow the instructions of the Authority.
    5. In case the emergency or crisis is related to aspects of national security, the Licensee shall co-ordinate with the competent entity indicated by the Authority and provide the necessary connectivity in accordance with the instructions of the Authority or the competent entity indicated.

# SERVICE STANDARDS

## Customer Service

### Customer Assistance

* + - 1. The Licensee shall maintain adequate trained personnel to receive and respond promptly to complaints from customers. The Licensee shall take all commercially reasonable action to promptly remedy and avoid the recurrence of the cause of all customer complaints that relate to the quality, availability or delivery of its service. The Licensee shall also take all commercially reasonable actions necessary to guarantee that amounts owed to customers are paid in full, should this operating licence be revoked.
      2. The Licensee shall establish efficient procedures that duly take account of the predominant local languages so that customers can receive assistance from its personnel during normal business hours. These procedures shall be included in the licensee’s standard terms and conditions for the provision of telecommunication services.
      3. These procedures shall include without limitation

1. Procedures for dealing with customer complaints;
2. Customers’ right of appeal to the Authority;
3. Any other information as maybe prescribed by legislation.
   * + 1. The Licensee shall install/implement an equipment identity register and establish a database of all its subscribers/customers which should contain the following details : -
4. Subscriber name
5. International Equipment Identity Number and type of handsets
6. Residential / Business address
7. National Identity Registration number, where applicable
8. Serial Number of Handsets or SIM card number
9. Subscriber number with which handset is associated

The equipment identity register and subscriber database shall be maintained in terms of the Subscriber Registration Regulations.

* + - 1. The Licensee shall cooperate with other operators and law enforcement agencies in the recovery and blocking of the use of stolen handsets on its network.

### Customer Contract

* + - 1. The Licensee shall not intentionally interrupt the operations of the Licensed Systems/platforms or any part thereof, or the services provided to any Requesting Licensee, in the normal course of business. The Licensee shall not in the normal course of business suspend the provision of any type of connectivity without having first sought and obtained approval from the Authority in writing and subsequently providing reasonable advance notice to persons likely to be affected by such interruption or suspension.
      2. In the event of an unintentional/unforeseen interruption of the Licensed systems or part thereof, which are significant in nature, the Licensee shall inform the public and notify the Authority in writing within twenty-four (24) hours outlining the cause of such interruption and the steps being taken to rectify such interruption.
      3. The Licensee shall make the service available without discrimination to customers or to members of the public who wish to become customers. The service shall be provided to all customers on a non-discriminatory basis and on the same terms and conditions.
      4. The relationship between the Licensee and the customers shall be governed by the terms of a customer contract that incorporates standard terms and conditions approved by the Authority.
      5. Except where prior approval of the Authority is granted, the licensee shall only offer the Licensed Services through a customer contract.

### Content of Customer Contracts

* + - 1. Where applicable, the customer contract shall include, without limitation, provisions for:

1. Security deposits;
2. Confidentiality of customer information;
3. Refunds or other rebates for service problems or over billing;
4. Payment terms, including any applicable interest or administrative charges;
5. Minimum contract period;
6. Customer and licensee rights;
7. The supply time for initial connection;
8. Information on service quality levels offered; and
9. Comprehensive outline of the complaints handling process.
   * + 1. The Licensee shall file with the Authority its draft Customer Contracts for approval. Where the Authority fails to respond in writing to a written request for the amendment of a customer contract within thirty (30) days, the amendment shall be deemed to have been approved. The approved Contract shall become the Licensee’s Standard Customer Contract.
       2. Standard customer contracts may be amended by the Licensee with the approval of the Authority. Where the Authority fails to respond in writing to a written request for the amendment of a customer contract within thirty (30) days, the amendment shall be deemed to have been approved.
       3. A copy of the approved standard Customer Contract shall be provided to any interested party upon request.
       4. After the effective date, the approved Customer Contract shall be provided to any new customer prior to commencement of service, to or receipt of any payment or deposit, from such customer.

### Customer Privacy

* + - 1. The Licensee shall use all reasonable endeavours to ensure that information obtained or received in the provision of the service by itself or its Agents, is kept confidential, i.e., not disclosed or made accessible to third parties or used otherwise than for the purposes or furtherance of the provision of the service, except for the purpose of credit rating.
      2. The Licensee shall not disclose information relating to a customer except with the consent of the customer. The Authority, except for the prevention or detection of crime or the apprehension or prosecution of offenders, shall approve the format of consent.
      3. The Licensee shall not monitor or disclose the contents of any communication conveyed over the Licensed Network except:

1. where it may be necessary for the purposes of maintaining or repairing any part of the Licensed Network or monitoring the Licensee’s quality of service; or
2. where a request to do so has been made by a person authorised to make such a request by law.

## Billing and Accounting

### Itemised Bills or Usage Record

* + - 1. The Licensee shall provide, to each of its post-paid customers, except to the extent that a customer has agreed or requested otherwise, a basic level of itemised billing that indicates the date and time a service was consumed and volume and/or duration. The customer shall not be charged for the first three (3) printed pages and charges will be incurred for subsequent pages printed in terms of the prevailing tariff.
      2. The Licensee shall ensure that each itemised bill shows a sufficient level of detail to allow verification and control of the charges incurred in using its telecommunications network.
      3. In the case of pre-paid customers, a detailed account record shall be provided upon request, at no cost to the customer for the first three printed pages and subsequent pages will be charged at the prevailing tariff.

### Non-payment of Bills

* + - 1. Where a Licensee’s customer has not paid the Licensee all or part of a bill for services provided, any measures taken by the Licensee shall:

1. be proportionate and non-discriminatory;
2. be in accordance with the Approved Customer Contract.
3. give due warning in advance of any consequent service interruption or disconnection to the customer; and
4. except in cases of fraud, persistent late payment or non-payment, ensure, as far as is technically possible, that any service interruption is confined to the service concerned.
   * + 1. The licensee shall publish the measures by:
5. Placing a copy of such information in a publicly accessible part of every major office of the licensee in such manner and in such place that it is readily available for inspection free of charge by members of the public during normal business hours.
6. Sending a copy of such information as physical or electronic format to any consumer who may request such a copy.

## Services for Persons with Special Needs

* + 1. In the provision of Licensed Services, the Licensee shall give due regard to the requirements of people with Special Needs.

## Additional Facilities

* + 1. The licensee shall, subject to technical feasibility and economic viability, make available to customers the facilities below:

1. Calling-Line identification i.e. the calling party’s number is presented to the called party prior to the call being established;
2. Direct dialling-in (or facilities offering equivalent functionality) i.e. customers on a private branch exchange (PBX) or similar private system can be called directly from the public switched network, without the intervention of the PBX attendant; and
3. Call forwarding i.e. incoming calls sent to another destination in the same or another location (e.g. on no reply or on busy).

## Quality of Service Obligations

* + 1. The Licensee shall comply with legal requirements on Quality of Service standards set by the Authority.
    2. The Licensee shall provide an interface(s), as specified by the Authority, for monitoring Quality of Service.

## Network Roll-out Obligations

* + 1. The Licensee shall establish and maintain a telecommunications network for nationwide service provision.
    2. The Licensee shall submit, for the Authority’s records, network schematic diagrams with actual topographical and physical coordinates of its planned network before embarking on its construction using the World Geodetic System (GDS) 84 coordinate system or such other system as the Authority may specify from time to time.
    3. The Licensee shall ensure that thirty percent (30%) of the total network is deployed in rural areas.
    4. The Licensee shall meet the rollout targets as set in Schedules “B” and “C”. Any contravention of this requirement constitutes a material breach of the licence.
    5. The licensee shall comply with additional obligations associated with Radio Frequency Spectrum Assignments as applicable.

## Requirements for Network Administration

### Plans and records of the network

* + - 1. The Licensee shall keep plans and records, including but not limited to overall network plans and cable route maps, of the telecommunication and radio-communication installations provided under this licence and any other details concerning the network as reasonably required by the Authority. The information is to include, but not limited to, information from operational support systems and traffic flow information.
      2. While establishing international systems, the Licensee shall ensure that the Network Control & Management Centre is located in Zimbabwe.
      3. When required by the Authority or a person authorised by law, the Licensee shall make the network information available, within reasonable time.

### Changes to the Network

* + - 1. The Licensee shall seek approval from the Authority for proposed material changes to the network and shall provide the Authority with information on the proposed changes, in the manner and form stipulated by the Authority.
      2. The Licensee shall not, without the prior consent in writing of the Authority, make any material changes that might reasonably be anticipated to affect:

1. any telecommunication service or installation connected to the network;
2. another Licensee;
3. A customer.
   * + 1. The Licensee shall notify the affected stakeholders of any approved service disruptions due to approved material changes to the network and the expected duration of the disruption.

### Network Location

* + - 1. Without derogation from the rights and powers conferred under the Third Schedule of the Act, a Licensee shall obtain the consent of the concerned Ministry, local Authority, district office or other private concern, before commencement of any installation works for its network under, in, over or upon any land.
      2. The Licensee shall keep accurate records of the location of the network installed under, in, over or upon any land.
      3. The Licensee shall, at the request of the relevant local authority, the Authority or any person who intends to undertake works in the vicinity of the network and who is authorised to do so by the appropriate authorities or the Authority, provide free of charge, information about the location of the network in diagrammatic or other approved form.
      4. The Licensee shall mark or otherwise identify every cable laid by the Licensee or any contractor on its behalf to distinguish it from any other cable laid or installed by other licensed network operators.

### Installation of Customer Premises Equipment and Cables

* + - 1. Installation and cabling of customer premises may be done through approved contractors, agents, dealers and service providers.
      2. The licensee shall provide for a termination and testing point at the customer premise.
      3. Only type-approved customer premise equipment shall be installed.
      4. Cabling shall be done to approved cabling standard.
      5. Without derogation from the provisions of the Third Schedule of the Act, the Licensee shall ensure that the network, or any part of it, if installed under, in, over and upon any public street or other state land, shall be at a depth, course, route and position as may be determined by the relevant authorities.
      6. Without prejudice and in addition to the provisions of the law, in the course of providing, establishing, operating, adjusting, altering, replacing, removing or maintaining the network for the purpose of this licence, or any part of it, the Licensee shall:

1. Exercise all reasonable care, and cause as little inconvenience as possible, to the public and as little damage to property as possible.
2. Make good any physical damage caused to any person having a lawful interest in the land or being lawfully thereon and reinstate the land within a reasonable time in a good workmanship manner. When it is not practicable to make good any damage or to reinstate the land to the condition in which it existed prior to the damage, the Licensee shall pay, promptly and fully, compensation for any damage caused to any person having an interest or right in the land affected.

### Works in Public Streets

* + - 1. Where in the course of installing or maintaining the network the Licensee needs to open or break up any public street, the Licensee shall:

1. apply to the relevant authorities for permission to open or break up the public street;
2. complete the works for which the Licensee has opened or broken up the public street with all due speed and diligence, fill in the ground and remove all construction related debris and/or refuse caused by its works;
3. maintain the site of the works in a safe manner including the fencing of the site and the installation of adequate warning lighting at night;
4. Reinstate the street immediately after the completion of the works to the satisfaction of the relevant authorities.
   * + 1. If the Licensee fails, within any period specified by the relevant authorities, to observe any of the requirements of **Clause 8.7.6.1**, the relevant authorities may take action to remedy the failure. The Licensee shall reimburse the relevant Authorities, any such amount as may be certified by that relevant Authority to be the reasonable cost of executing any works under the terms of this clause.
       2. The Licensees shall co-ordinate and co-operate with any other Licensees under the Act and any other authorised person in respect of road openings and shall comply with any regulations or guidelines issued by the Authority.
       3. After obtaining the approval of the relevant authorities, the licensee may proceed to break up or open any public street in the course of installing or maintaining the network. The licensee shall however not remove, displace or interfere with any telecommunication line, water pipe, drain, sewer, tube, casing, duct, wire, cable or any other installations installed by any other person, without that other person's consent.

### Public Safety

* + - 1. The Licensee shall take proper and adequate safety measures for safeguarding life and property in connection with all installations, equipment and apparatus operated or used, including safeguarding against exposure to any electrical or electromagnetic radiation hazard emanating from the installations, equipment or apparatus used under this licence.
      2. The Licensee shall comply with the safety requirements laid down in any safety specification issued by the Authority and any directions of the Authority or other relevant authorities in relation to any public safety matter.
      3. The Licensee shall ensure that its licensed network facilities comply with the relevant environmental laws.

### Requirements for Radio-communication Installations

* + - 1. Each radio communication installation operated by the Licensee for telecommunication shall be used only at the location and with emissions and at the frequencies and characteristics specified in Schedule “G” of the licence. The radio must be used in accordance with the associated Zimbabwe National Frequency Allocation plan and with such power and antenna characteristics as are specified in that schedule in relation to the class and characteristics of the emission in use.
      2. The apparatus comprised in each radio communication installation for telecommunication shall at all times comply with such technical standards as may be issued by the Authority from time to time.
      3. The apparatus comprised in a radio-communication installation for telecommunication shall be type-approved by the Authority. It shall be so designed, constructed, maintained and operated in such a way that its use shall not cause any harmful interference to any telecommunication service.
      4. Only the Licensee shall operate a radio-communication installation for the provision of telecommunication services. The Licensee shall not allow an unauthorized person access to the apparatus comprised in a radio-communication installation for telecommunication services. The Licensee shall ensure that persons operating such radio-communication installation for the provision of telecommunication services shall observe the conditions of this licence at all times.
      5. The Licensee shall not change -

1. any characteristics of a radio-communication installation for telecommunication services
2. The location of any radio communication installation for telecommunication services without the prior approval of the Authority. The Authority shall consider and respond to request for such a change within seven (7) days.

### Use of Frequencies

* + - 1. The radio-communication installations for telecommunication services operated by the Licensee must operate on radio frequencies assigned by the Authority only.
      2. The Authority may by notice, require the Licensee to cease operating the radio-communication installations for telecommunication services on any assigned frequency to the licensee. This could be as a result of, in the opinion of the Authority, the Licensee not making efficient use of that portion of the radio frequency spectrum or if use of that radio frequency spectrum results in harmful interference to other users.

## Interconnection

* + 1. The Licensee shall permit a requesting Licensee to interconnect its systems/platforms with his systems/platforms to enable the establishment and provision of licensed services by the said requesting Licensee.
    2. The Licensee shall ensure that interconnection is done promptly, efficiently and at charges that are based on reasonable relevant tariffs incurred to fairly compensate the Licensee for those costs.
    3. The Licensee shall provide facilities and services reasonably necessary for the prompt and efficient interconnection of the service and the network with the telecommunication networks or services of the other Licensees. Such facilities and services may include:

1. carriage services for codes, messages or signals across and between the interconnected networks;
2. those necessary to establish, operate and maintain points of interconnection between the Licensee’s network and the networks of the other entities, including the provision of transmission capacity to connect between the Licensee’s network and networks of the other entities;
3. billing information reasonably required to enable the other entities to bill their customers;
4. ancillary facilities and services required to support the above types of interconnection facilities and services.
   * 1. The interconnection agreement shall include, without limitation, the following: -
5. The method to be adopted to establish and maintain the interconnection.
6. The connecting points of the network in which the connection is to be made.
7. The necessary capacity to ensure reasonable quality of the signal taking into account the overall capacity of the interconnecting networks.
8. The form in which signals must be transmitted and received at the terminal points of the network, including numbering arrangements and signalling methods.
9. The way to ensure that any signal is received with a quality consistent with the recommendations of the International Telecommunication Union (ITU).
10. The collection arrangements between the parties for signals transmitted to third parties by virtue of interconnection, within or outside Zimbabwe.
11. The payment and payment methodology between the licensees.
    * 1. The Licensee shall permit licensed operators in Zimbabwe to interconnect with his network pursuant to the terms and conditions agreed upon between the parties.
      2. All interconnection or other agreements between the Licensee and any other person licensed or otherwise permitted to provide public or private telecommunications service in Zimbabwe shall be filed for approval with the Authority. The Licensee shall not give effect to any such agreement until it has been approved by the Authority. The Authority shall be deemed to have approved any such agreement thirty (30) days after it is filed unless it gives written notice of disapproval to the Licensee prior to the expiry of that thirty (30) day period.
      3. The approved interconnection agreement remains valid until replaced by another approved agreement.

## Infrastructure Sharing

* + 1. The Licensee shall take into account the need for equipment co-location and/or infrastructure sharing with other licensees and shall comply with legal requirements on Infrastructure Sharing or guidelines published by the Authority from time to time.
    2. The Licensee may share passive and/or active infrastructure such as building, tower, dark fibre, duct space, right of way and transmission lines among others, established and operated by it with other Licensees under the scope of this Authorization.
    3. The Licensee shall allow other licensees to co-locate, share infrastructure and other facilities on terms that are reasonable, non-discriminatory and just.
    4. The Licensee shall ensure that any infrastructure sharing and/or co-location arrangement is provided under an appropriate written agreement that shall, among other things, guarantee, reasonable access and security. For this purpose, the Licensee shall publish and readily make available and accessible on its website a Template for Co-location/Infrastructure Sharing Offer in a format acceptable to the Authority and file any agreement entered into within thirty (30) days of execution.

## Numbering

### Use of Numbering Resources

* + - 1. The Authority administers the Zimbabwe National Numbering Plan (ZNNP).
      2. The Licensee shall apply to the Authority for Number Resources. The Licensee shall only use assigned numbers.
      3. An assignment of numbers to a Licensee conveys an on-going right of use and a reasonable notice period shall be given when withdrawing or changing allocated numbers.
      4. The Authority shall make all assignments of numbering resources under non-discriminatory terms and conditions.

### Calling line identity

* + - 1. The Licensee shall always provide Calling Line Identity (CLI).
      2. The Licensee shall co-operate with other public telecommunications Licensees to allow telephone numbers to be associated with an outgoing call to convey the calling line identity information.

### Number Administration

Administration of the numbering plan shall be carried out by the Authority in accordance with published rules and procedures and cover the following issues:

1. Identification of licensed operators, service providers and any other parties who may be eligible to apply for an allocation of numbering capacity;
2. Details of the supporting information that is to be provided with each application for a reservation or for an allocation of numbering capacity;
3. The criteria to be used by the Authority in the assessment of applications for numbering capacity, including target response times, recognizing the importance of non-discrimination and confidentiality in a competitive environment;
4. The consultation procedures to be followed by the Authority where an existing allocation is to be withdrawn or a proposed allocation might create problems for network operators or end customers;
5. Publication of information on the current status of all national destination codes and associated number blocks, including designations and announcements of reservations and allocations;.
6. Publications of annual reports on utilization of number capacity; and
7. Arrangements for periodic review of the plan to ensure that lack of availability of numbering capacity never constrains future development of telecommunications systems and services in Zimbabwe.

### Ownership of Numbers

* + - 1. The blocks of numbers are owned by the Authority.
      2. An allocation to a licensee conveys an ongoing right of use and a reasonable notice period shall be given when withdrawing or to changing allocated numbers.
      3. The Authority upon written request shall make all assignments of numbers under non-discriminatory terms and conditions in the prescribed form by the licensee and other public telecommunications service providers for services they reasonably anticipate providing in the near future.

### Number Portability

* + - 1. The licensee shall provide for the following aspects of number portability:

1. Location portability: the ability of the customer to keep a number, when changing location either in same exchange area;
2. Service portability: the ability to keep a number when changing to a different service in the same service area, (e.g. the customer keeps his PSTN number when taking a subscription to an ISDN service, though it is actually provided via a different exchange in the same areas), and
3. Service provider portability: the ability for a customer to keep a number when changing operators at the same location, or within the same exchange area.
   * + 1. The licensee shall introduce number portability starting on a date to be gazetted by the Authority.

# TARIFFS

## Tariff Regime

* + 1. The Licensee shall submit tariff proposals for approval by the Authority in accordance with Section 100 of the Act, or as maybe directed by the Authority in terms of Section 4(1)(i) of the Act.

## Tariff Filing

* + 1. The Licensee shall file the rates, as well as the relevant terms and conditions with the Authority pursuant to which the Licensee proposes to offer Licensed Services that are subject to the tariff regime. Such tariffs shall be filed at least twenty-one (21) days before the proposed date on which such tariffs are to become effective in a form specified by the Authority. The grounds on which the Authority may disapprove a proposed tariff include the fact that:

1. The terms and conditions violate applicable laws, including, without limitation, policy directions, regulations and the tariffs regime, in a material respect;
2. The calculations contain mathematical errors.
   * 1. Disapproval of the tariffs by the Authority shall be in writing. If the Authority does not deliver to the Licensee a notice in writing of disapproval, within fourteen (14) days of the filing, the rates shall be deemed approved.

## Publication of Tariffs

* + 1. The Licensee shall publish any new tariff rates at least seven (7) days before they come into force.

## Display of Approved Tariffs

* + 1. The licensee shall clearly display its tariffs for its customers and the public to see at;

1. Business premises of Licensee
2. Approved dealers/agents etc.

# PROVISION OF INFORMATION

## Confidentiality

* + 1. The Authority shall hold all information furnished by the Licensee to the Authority and marked “confidential”, or “in confidence”. The Authority may release such information only to the extent it is required by law.
    2. The Licensee shall hold all information furnished by the Authority marked “confidential”, or “in confidence”. The Licensee may not release such information or part thereof to any part except to the extent required by law.
    3. This requirement of confidentiality shall continue after the termination or expiry of this licence or revocation of the licence.

## Reporting

* + 1. The Licensee shall submit regular biannual Regulatory Reports on its service provision, in writing to the Authority and on any occasions as the Authority may require.

# MONITORING AND INSPECTIONS

## Access to Inspection

* + 1. Inspections shall be carried out in terms of the Act
    2. The Licensee shall establish and maintain information records with respect to its operations. The information is to be in a format prescribed by the Authority from time to time, for a minimum period of three (3) years from the date such records came into being, for purposes of availing such information on request by the Authority, any person authorised by the Authority or any law enforcement agency.
    3. The Licensee shall, upon request, grant unlimited access to all its facilities, installation, office records, and any equipment associated with its network in Zimbabwe, to all authorised inspectors of the Authority during normal working hours or, following prior written notice, for access after working hours, for purposes of verifying the performance by the Licensee of its obligations under this licence.
    4. The Licensee may provide a representative to be present at any such inspection, testing, reading or measurement.

The mere fact that the Licensee has not provided a representative as provided in Clause 11.1.4 above, shall not invalidate the findings of the Authority’s inspectors.

## Lawful Interception of Communication

* + 1. The Licensee shall comply with the requirements of the Interception of Communications Act.

## Billing Monitoring

* + 1. The Licensee shall allow, on reasonable notice from the Authority, or qualified personnel appointed by the Authority, during the Licensee’s normal business hours, to inspect its billing processes, including carrying out tests and trial runs with respect to the operation of such billing processes. The Licensee shall allow such personnel access to such of its premises, plant or equipment, as may be reasonably required for the purposes of carrying out any such monitoring and inspections.

## Billing Accuracy

* + 1. The Licensee shall take all reasonable steps to ensure that any billing equipment used in connection with the service is accurate and reliable.
    2. The Authority shall, on reasonable notice to the licensee, conduct tests on billing equipment, to assess its accuracy, reliability and conformity with applicable technical standards, specified by the Authority.
    3. The Licensee shall cooperate with the Authority in carrying out such tests and shall provide the required skilled personnel and any such assistance as may be required to carry out a successful test.
    4. The Licensee shall keep such records of any billing, in such form as may be specified by the Authority and shall supply such records to the Authority on the written request of the Authority.
    5. Any requested documents on billing, shall be submitted to the Authority within fourteen (14) days of request
    6. The Authority may monitor, inspect and test the service or any equipment associated with the Licensee’s network in Zimbabwe, without prior notice to the Licensee.

1. **SECURITY CONDITIONS**
   1. The Licensee shall be fully responsible for the security of their networks. The Licensee shall have organizational policy on security and security management of their networks including Network forensics, Network Hardening, Network penetration test, Risk assessment etc. Actions to fix problems and to prevent such problems from recurring should be part of the policy. The Licensee shall submit its policy document to Authority on request within a reasonable time from receipt of the request.
   2. The Licensee shall maintain all commercial records / Call Detail Records (CDRs)/ Exchange Detail Records (EDRs)/ IP Detail Records (IPDRs) with regard to the communications exchanged on the network. Such records shall be archived for at least one year for scrutiny by the Authority for security reasons and may be destroyed thereafter unless directed otherwise by the Authority.
2. **NOTIFICATION OF CHANGE OF SHAREHOLDING**
   1. The Licensee shall notify the Authority of any changes greater than ten (10) per centum on the proportion of the shareholding structure in the Licensee.
   2. The Licensee shall notify the Authority prior to any entity acquiring ownership or control of all or a majority of the stock of the Licensee such that the Licensee shall stand as a subsidiary in relation to that entity.

# GENERAL CONDITIONS

## Change of Information

* + 1. Any changes in information submitted to the Authority by the Licensee at the time of application for this licence should be reported to the Authority with immediate effect.
    2. Substantial changes, where a shareholder acquires or transfers more than ten (10) percent of the shareholding at any stage of the licence tenure, must be communicated to the Authority in writing before implementation.

## Transfer of Licence

* + 1. The licence shall not be assigned or otherwise transferred or pledged.

## Amendment

* + 1. The Authority may amend the licence conditions in accordance with the Act, as read with relevant Regulations.

## Revocation / Suspension of the Licence

* + 1. The Authority may revoke or suspend this licence:

1. In terms of section 43 of the Act as read with applicable Regulations
2. On a material breach as specified in the Act or **Clause 12.7:**
3. On written notice to the Licensee,
4. If the Licensee by act or omission, is in recurrent, persistent or material contravention of any of the terms or conditions of this licence; or
5. If the Licensee agrees in writing to such cancellation, or
6. If the Licensee is placed into liquidation, whether voluntarily or compulsorily or is placed under judicial management; or
7. If the Licensee takes steps to de-register its company or the company is de-registered;
8. For reasons of breaching national security
9. Notice of cancellation or suspension shall not be less than sixty (60) days.

## Exercise of Powers

* + 1. In exercising any powers granted to the Authority in terms of the law, the Authority shall;

1. Act reasonably, having regard to all surrounding circumstances,
2. Prior to exercising any power, afford the Licensee every reasonable opportunity to make representations to the Authority in respect of all relevant issues,
3. Provide timely information at the request of the Licensee and furnish written reasons for any decisions made.
   * 1. Within a period of ninety (90) days of the date of cancellation of this licence, the Authority may re-tender the licence.

## Force Majeure

* + 1. Any failure by the Licensee to comply with any obligation, terms or conditions of the licence, shall be excused to the extent that it is caused by an event which is beyond the control of the Licensee, including extreme weather conditions, fire, war or civil strife. The Licensee shall use reasonable endeavours to minimise the impact on its operations, of any event of this nature and to remedy, if possible, the failure, or make good the delay. The Licensee shall keep the Authority informed of any problems that may be encountered, their consequences on its operations and the steps it is taking to address the problems.

## Penalties

* + 1. The Licensee shall be required to pay penalties prescribed in the Regulations for any breaches of the law or provisions of this licence document.

## Indemnity

* + 1. The Licensee shall indemnify the Authority against any losses, claims, charges or expenses, actions, damages or demands, that may be made against the Authority by any third party, as a result of, or in relation to the activities of the Licensee, its service providers, servants, or agents, in connection with the provision of the service or the construction, operation, development, extension, or use of the telecommunication network.
  1. **Fair Trading**
     1. The Licensee shall not show undue preference to, or exercise undue discrimination against, particular persons or persons of any class or description in respect of:

1. the provision of any telecommunication services, (including, without limitation, maintenance services), in accordance with any obligations imposed by this licence,
2. The quality and terms of any interconnection services provided by the Licensee to a network operator under any agreement between them.
   * 1. The Licensee may be deemed to have shown undue preference or undue discrimination as described in **Clause 12.9.1** if the Authority determines that the licensee unfairly favours to a material extent, any business owned by it, to place at a significant competitive disadvantage, persons lawfully competing with that business.
     2. The Licensee shall not make it a condition of:
3. Providing any telecommunication service in Zimbabwe by means of the Licensed Network,
4. Supplying any telecommunication apparatus in Zimbabwe for connection to the Licensed Network, or
5. Connecting any telecommunication apparatus or system in Zimbabwe to the Licensed Network;

that any person requesting the telecommunication service, apparatus or connection concerned, should acquire from the Licensee, or any other person specified by it, any telecommunication service, other than the particular telecommunication service requested, except where the telecommunication service requested cannot otherwise be provided, or the telecommunication apparatus requested cannot otherwise reasonably be used, without the other telecommunication service.

* + 1. **Clause 12.9.3** shall not prevent the Licensee from imposing any terms and conditions as are permitted under **Clause 8.1** and the guidelines contemplated there under;
    2. The Licensee shall not alone or together with others, engage in or continue or knowingly acquiesce in any anti-competitive practices and, in particular, the Licensee shall:

1. not engage in any cross-subsidization;
2. not engage in the abuse of its dominant position, if any;
3. not enter into any exclusive arrangements with third parties for the location of its facilities that are acquired to provide the service;
4. not enter into any agreements or undertakings with any person, including any supplier of services, that compete with the service, which have as their objective or effect, the fixing of prices or any other restraint on competition;
5. not engage in any anti-competitive tied or linked sale practices, provided that, the Licensee may bundle services, as long as the bundled services are also available separately; and
6. not use information obtained from competitors, if the object or effect of such use is anti-competitive.
   * 1. If the Licensee is aggrieved by the decision of the Authority, he may appeal to the Minister in terms of **Section 96 of the Act**.

# ISSUE OF LICENCE

This Unified Telecommunications Licence is issued to **XXXXXX (Private) Limited**, by the Postal and Telecommunications Regulatory Authority of Zimbabwe, in terms of the Postal and Telecommunications Act *[Chapter12:05].*

Thus signed at **Harare** on this …………….. day of ………………..…………… 2021.

**For and on behalf of the Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ):**

…………………………………… ………………………………

**POTRAZ Director General POTRAZ Board Member**

**Acknowledgement**

The Licensee acknowledges having read and understood the terms and conditions of the licence on this ---------- day of-----------------2021.

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

For and on behalf of **XXXXXX (Private) Limited**

**Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**As Witnesses: 1:-------------------------------------------**

**2:-------------------------------------------**

# SCHEDULE A: SERVICE AREAS

NYA

CPG

CHZ

KDO

CHK

HWK

CHY

MRD

CZA

KRB

MRW

MTK

BND

ZVS

GWA

CVU

MVM

MWE

RSP

GLD

SHV

MHA

CTY

CGU

GKW

CON

MVI

BNK

SNY

TRG

SGI

WNC

RTA

LUP

TSH

CGY

NYK

JRA

MTA

GVE

KTA

MNA

MBA

MHO

BRE

MRB

ZBE

NMB

RFG

FBS

NDL

TRK

EGN

NNG

GND

NYI

KAI

MGJ

MTG

KWA

WZA

SZA

MCK

HLD

MDA

BEB

MSB

CMY

DTE

KMT

CNN

LLP

MKT

MTD

RSG

GTU

CTW

GWI

CCH

BIG

CRU

VFL

BYO

NYM

MTE

KZL

MVO

BBG

PLT

KYB

FOB

HRE

NTN

GWR

KWE

RWA

SEL

MAS

JDL

FIG

KEZ

CBW

MGW

SHG

HUA

ARC

MTS

DRW

NYZ

PEN

ODZ

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**067**

JLO

TLY

RCF

# SCHEDULE B: ROLLOUT TARGETS – FIGURES

**Detailed rollout plan for the next five (5) years to achieve network coverage of 100%.**

# SCHEDULE C: ROLLOUT TARGETS – SERVICE AREAS

With the exception of the areas under the municipalities in table 1 below, all other areas are classified as rural areas.

**Table 1: Urban centres**

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **City/Town** | **#** | **City/Town** |
| 1 | Harare | 16 | Gwanda |
| 2 | Bulawayo | 17 | Zvishavane |
| 3 | Chitungwiza | 18 | Beitbridge |
| 4 | Gweru | 19 | Hwange |
| 5 | Mutare | 20 | Plumtree |
| 6 | Masvingo | 21 | Karoi |
| 7 | Kwekwe | 22 | Mhangura |
| 8 | Redcliff | 23 | Norton |
| 9 | Chinhoyi | 24 | Ruwa |
| 10 | Kariba | 25 | Chiredzi |
| 11 | Victoria Falls | 26 | Shurugwi |
| 12 | Kadoma | 27 | Nyanga |
| 13 | Chegutu | 28 | Rusape |
| 14 | Bindura | 29 | Chipinge |
| 15 | Marondera |  |  |

# SCHEDULE F: DEFINITIONS OF TOWN NAMES

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | ARC | Arcturus | 24 | CZA | Chitungwiza | 48 | KEZ | Kezi | 71 | MSB | Middle Sabi | 94 | RCF | Red Cliff |
| 2 | BBG | Beit Bridge | 25 | DRW | Darwendale | 49 | KMT | Kamativi | 72 | MTA | Mutawatawa | 95 | RFG | Raffingora |
| 3 | BEB | Birchenough Bridge | 26 | DTE | Dete | 50 | KRB | Kariba | 73 | MTD | Mount Darwin | 96 | RSG | Rushinga |
| 4 | BIG | Binga | 27 | EGN | Esigodini | 51 | KTA | Kachuta | 74 | MTE | Mutare | 97 | RSP | Rusape |
| 5 | BND | Bindura | 28 | FBS | Filabusi | 52 | KWA | Kotwa | 75 | MTG | Mataga | 98 | RTA | Rutenga |
| 6 | BNK | Banket | 29 | FIG | Figtree | 53 | KWE | Kwekwe | 76 | MTK | Mutoko | 99 | RWA | Ruwa |
| 7 | BRE | Beatrice | 30 | FOB | Forbes | 54 | KYB | Kanyemba | 77 | MTS | Mutorashanga | 100 | SEL | Selous |
| 8 | BYO | Bulawayo | 31 | GKW | Gokwe | 55 | KZL | Kazungula | 78 | MVI | Mvurwi | 101 | SGI | Shurugwi |
| 9 | CBW | Collin-Bawn | 32 | GLD | Glendale | 56 | LLP | Lalapanzi | 79 | MVM | Mvuma | 102 | SHG | Shangani |
| 10 | CCH | Checheche | 33 | GND | Ngundu | 57 | LUP | Lupane | 80 | MVO | Masvingo | 103 | SHV | Shamva |
| 11 | CGU | Chegutu | 34 | GTU | Gutu | 58 | MAS | Mashava | 81 | MWE | Mazowe | 104 | SNY | Sanyati |
| 12 | CGY | Chipangayi | 35 | GVE | Guruve | 59 | MBA | Mubaira | 82 | NDL | Nyamandlovhu | 105 | SZA | Sadza |
| 13 | CHK | Chakari | 36 | GWA | Gwanda | 60 | MCK | Macheke | 83 | NMB | Nembudziya | 106 | TLY | Trelawney |
| 14 | CHY | Chinhoyi | 37 | GWI | Gwai | 61 | MDA | Murambinda | 84 | NNG | Nyaningwe | 107 | TRG | Triangle |
| 15 | CHZ | Chiredzi | 38 | GWR | Gweru | 62 | MGJ | Magunje | 85 | NTN | Norton | 108 | TRK | Turk Mine |
| 16 | CMY | Chendambuya | 39 | HLD | Headlands | 63 | MGW | Mberengwa | 86 | NYA | Nyanga | 109 | TSH | Tsholotsho |
| 17 | CNN | Chimanimani | 40 | HRE | Harare | 64 | MHA | Mhangura | 87 | NYI | Nkayi | 110 | VFL | Victoria  Falls |
| 18 | CON | Concession | 41 | HUA | Hauna | 65 | MHO | Mhondoro | 88 | NYK | Nyika | 111 | WNC | West  Nicholson |
| 19 | CPG | Chipinge | 42 | HWK | Hwange | 66 | MKT | Makuti | 89 | NYM | Nyamapanda | 112 | WZA | Wedza |
| 20 | CRU | Chirundu | 43 | JDL | Juliasdale | 67 | MNA | Mamina | 90 | NYZ | Nyazura | 113 | ZBE | Zhombe |
| 21 | CTW | Chatsworth | 44 | JLO | Jotsholo | 68 | MRB | Murombedzi | 91 | ODZ | Odzi | 114 | ZVI | Zvishavane |
| 22 | CTY | Centenary | 45 | JRA | Jerera | 69 | MRD | Marondera | 92 | PEN | Penhalonga |  |  |  |
| 23 | CVU | Chivhu | 46 | KAI | Karoi | 70 | MRW | Murewa | 93 | PLT | Plumtree |  |  |  |
|  |  |  | 47 | KDO | Kadoma |  |  |  |  |  |  |  |  |  |