

IT is hereby notified that the Minister of Information and Communication Technologies, Postal and Courier Services has, in terms of section 99 of the Postal and Telecommunications Act [*Chapter 12:05*] and in consultation with the Authority, made the following regulations—

1. Title and date of commencement

- 1) These regulations may be cited as the Postal and Telecommunications (Consumer Protection) Regulations of 2016
- 2) These regulations shall come into operation on the date of gazetting.

2. Interpretation

In these Regulations, except where the context requires otherwise:

‘Act’ means the Postal and Telecommunications Act.

‘Authority’ means the Postal and Telecommunication Regulatory Authority of Zimbabwe

‘Bill’ means a written statement of money owed for services provided by a licensee.

‘Clear and visible’ means readily understandable and presented in a format that compared to other material with which information is presented, makes it noticed and understood by a reasonable consumer.

‘Consumer or subscriber’ means any individual or business or other body that purchases or subscribes to any communication service and includes any person who agrees to receive, pay for or who uses a telecommunications network or service or postal service. This includes a user of particular goods or beneficiary of particular services irrespective of whether that user or beneficiary was party to a transaction concerning supply of those particular goods or services.

‘Complaint’ means any grievance alleging non-compliance by a licensee with the Act, terms and conditions of its license, regulations gazetted in terms of the Act, or any directive issued to the licensee in terms of the Act.

‘Licence’ means a licence issued under the Act and the words ‘licensed services’ shall be construed accordingly.

‘Licensee’ means any person licensed by the Authority to provide services under the Act.

‘Market abuse’ means unfair trade practices, including false and misleading advertising and anti-competitive behaviour.

‘operator’ means service provider as defined below

‘Service Provider’ means any postal, courier or telecommunications company that provides services regulated by the Authority to the public. The definition also extends to agents, resellers and distributors of licensed services.

‘Solicitation’ means an offer, tentative or otherwise, by a service provider, employee or agent of a service provider, to a consumer or consumers, or to the public generally, to provide a product or service for compensation.

‘Subscriber or Customer service agreement’ means an agreement entered into between the licensee and the consumer for provision of the licensed services to the consumer.

‘Outage credit’ means a credit to be paid to a consumer for a period of time when the service is not operating for reasons not caused by the consumer.

3. Application

These regulations shall apply to Service Providers of postal and telecommunication services and consumers of such regulated services in Zimbabwe.

4. Consumer Rights

Consumer rights shall include among others the following:

4.1. The Right to Choice:

To freely select their service providers as well as products and services, from a variety of offerings,

4.2. The Right to disclosure:

To access transparent, up-to-date information about prices, services offered, terms and conditions for available or proposed services and products. Consumers should be provided with a customer contract indicating as a minimum, details of the name and address of the service provider; the services offered; their quality and installation; service support; price and tariff structure; the duration of the contract and arrangements for contract renewal and/or termination; compensation schemes; arrangements for recovery of debt; arrangements for handling complaints and disputes; and circumstances under which the contract may be terminated,

4.3. The Right to Access High Quality Service:

To access high quality, reliable service from both service providers and the Regulator. Service Providers must provide high quality services and must publish information about initial supply times, fault rates and repair times as well as put technical and organizational measures in place to guarantee the integrity and security of their networks and services. The Regulator should set and enforce quality of service standards. Consumers are entitled to guarantee access to emergency calling services,

4.4. The Right to Accurate Bills:

To be availed with clear, accurate and understandable bills for products they subscribe to. Charges should correspond to the service demanded by the consumer, who should not be made to pay for ancillary services they do not need. All Charges should be in accordance with the terms and conditions they have agreed to. Consumers have a right to a non-itemized bill and, where itemized bills are provided, these should be in accordance with the consumer’s right to privacy,

4.5. The Right to Privacy:

To enjoy lawful personal privacy and protection against unauthorized use of personal information. This includes confidentiality of electronic communications, prohibition of unsolicited marketing material; the right not to be listed in a telephone directory and/or for a consumer’s telephone number to be given to a third party as well as the right not to have automatic call-backs,

4.6. The Right to Protection Against Market Abuse:

To be protected from market abuse such as excessive pricing, discriminatory pricing, contractual lock-ins, unfair trade practices including false and misleading advertising as well as any form of anti-competitive behaviour. Measures for non-payment of bills should be proportionate and non-discriminatory, with the consumer given prior notice of termination or interruption of service. Prior to disconnection, consumers have the right to a reduced service that allows them to make emergency calls,

4.7. The Right to a Responsive Regulatory Authority:

To be represented by a responsive regulatory Authority that is continuously and proactively looking out for their interests, taking into account their needs, expectations, preferences and values,

4.8. The Right to Consumer Education and Awareness:

To acquire knowledge and skills needed to make informed, confident and intelligent choices about goods and services while being aware of basic consumer rights,

4.9. The Right to Safety:

To be protected against products, equipment and production processes that are hazardous to health or dangerous to life of present and future generations as well as guaranteed access to emergency calling services,

4.10. The Right to Complain and Redress:

To have access to a fair and transparent complaint process whereby all service providers must establish and publish procedures for handling complaints. Consumers have a right to receive fair settlement of just claims, including compensation for misrepresentation, service failure or interruption, inferior or unsatisfactory services. They also have a right to exercise out-of-court procedures for the settlement of disputes. Such processes must be simple, transparent, and free to consumers, and must allow for a fair and speedy settlement. Consumers have a right to escalate their complaints to the Authority for redress in terms of clause 17 below.

4.11. The Right to End/Change A Contract:

Consumers have a right to cancel a contract within reasonably short periods not exceeding three days from date of signing contract. Cancellation provisions must be clearly indicated in all contracts.

5. Consumer Responsibilities

Consumers of Postal and telecommunication services have the following responsibilities:

- 5.1. Critical awareness - consumers must be aware and be more questioning about the provision of services as well as the quality and variety of goods and services on offer. They should only enter into contracts with bona fide service providers and should familiarize with and honour their obligations under any contract entered into with a product supplier or service provider. Consumers should also make reasonable decisions in exercising their right of choice; understand and abide by any safety or security requirements pertaining to the use of communications systems and services.
- 5.2. Social responsibility - consumers must act with social responsibility, concern and sensitivity to the impact of their actions on other citizens, in particular, in relation to disadvantaged groups in the community and in relation to the economic and social realities obtaining. They should report any violation of the Postal and Telecommunication Act and any regulations administered through the Act. Consumers should not misuse or cause damage to Postal and Telecommunications infrastructure. They should use communications systems and services in an appropriate manner, without abusing them.
- 5.3. Involvement or action - consumers must assert themselves and act to ensure that they get fair deals. They should actively participate in all forums to do with policy formulation and legislation for the services they use.
- 5.4. Solidarity – Consumers have the responsibility to organise together as consumers through the formation of consumer/citizen groups in order to develop the strength and influence to promote and protect their interests.

6. Environmental Responsibility

Service Providers and Consumers should be highly sensitive to the impact of their actions on the physical environment, which must be aimed at fostering conservation of the environment to ensure a high level of safety and quality of life for present and future generations.

7. Subscriber Registration

Subject to the provisions of the Subscriber Registration Regulations, licensed operators must maintain a register of their Subscribers for the following services:

- (a) fixed line services
- (b) mobile services
- (c) broadband services
- (d) leased line services.
- (e) data services

8. Consumer Care System

- 8.1. A licensee shall establish a consumer care charter which outlines among other things, the procedure for lodging consumer inquiries and complaints concerning the services provided by the licensee, within three months from the date of being licensed by the Authority or the date of coming in to effect of these regulations
- 8.2. The consumer care charter shall be filed with the Authority within the period stated in paragraph 8.1 above.
- 8.3. The licensee shall maintain adequate trained personnel to receive and respond promptly to complaints from consumers.
- 8.4. The licensee shall take all commercially reasonable action to promptly remedy and avoid the recurrence of the cause of all consumer complaints that relate to the quality, availability or delivery of its service.
- 8.5. The licensee shall take all commercially reasonable actions and insurance necessary to guarantee that amounts due to consumers are paid in full if its operating licence is revoked.
- 8.6. The licensee shall establish efficient procedures that duly take account of the predominant local languages for consumer assistance.

9. Services for disabled persons

The licensee shall provide facilities at premises giving due regard to the requirements of the disabled members of society. In particular, counters and access to service facilities should be accessible to persons in wheel chairs.

10. Provision of Information.

- 10.1. A licensee shall provide clear and understandable information to consumers or would be consumers which shall include among other things;
- (i) the name of the service provider,
 - (ii) toll free consumer service numbers ,
 - (iii) activation fee or initiation fee including deposit requirements if applicable,
 - (iv) monthly access fees or base charges,
 - (v) tariff provisions for calculating charges per call including minimum charges,
 - (vi) units chargeable distances
 - (vii) peak and off peak times and rates, night, weekend and holiday rates and
 - (viii) international rates.
 - (ix) Billing cycle for each service provided
- 10.2. Licensed Telecommunications Operators should provide or make directories available to their subscribers on request at an appropriate charge, and in the form and content which should include the following as a minimum:
- (i) The name and telephone number of each of the licensed operator's
Subscribers that have agreed to their information being published;
 - (ii) The name and telephone number of other licensed operators' subscribers
that have agreed to their information being published;
 - (iii) A list of all national and international dialling codes;
 - (iv) Emergency Numbers; and
 - (v) POTRAZ contact details.
- 10.3. Telecommunications operators must ensure that they have obtained the express permission of subscribers before publishing their information or providing it to another operator. Licensed operators should provide to other licensed operators the names and telephone numbers of their subscribers that have expressly agreed to the information being published.
- 10.4. A licensee shall also be required to notify customers about the availability of consumer complaint procedures and shall have in place forms to be used for registering a complaint by consumers.

11. Non- discrimination

- 11.1. A licensee shall provide services without discrimination among consumers of like classes or category of consumers or to any person who wishes to become a consumer.

12. Tariffs and Terms

- 12.1. All tariffs charged by licensed operators must be approved by the Authority in accordance with the Act.
- 12.2. Full terms and conditions of the service together with full details of tariffs must be available to all subscribers before the provision of any service. These should either be provided in written form (whether electronic or hard copy) or subscribers should be directed to where they can obtain a copy of the terms and conditions.
- 12.3. New subscribers must be given a reasonable opportunity to inspect and review the terms and conditions referred to in paragraph 12.2 above prior to being bound by the terms of a new service.

- 12.4. All newly approved tariffs, including premium rate and value-added services, must be advertised in the national print media for at least seven days before implementation.
- 12.5. All approved tariffs must be displayed in all the operator`s outlets in printed form as well as electronically on the service provider`s website.
- 12.6. Roaming tariffs and international tariffs must be displayed in all the operator`s outlets in printed form as well as electronically on the service provider`s website.
- 12.7. Recharge cards must be sold at face value
- 12.8. The Authority and Service Providers must whenever necessary, provide consumers with information about premium charges or value-added services in order to guard against market abuse, fraud, false and misleading advertising, or misrepresentation

13. Consumer Contracts

- 13.1. A service provider shall enter into a service contract with all consumers at the commencement of service provision. The Agreement shall stipulate the services to be provided, the prices and the remedies a customer will be entitled to in case of non-provision of the agreed services. Both parties shall attest to the agreement
- 13.2. All Licensed operators must file their standard Customer Service Agreements containing the terms and conditions with the Authority for approval within six months from the date of coming in to effect of these regulations or date of licensing
- 13.3. All Licensed operators shall ensure that their terms and conditions are fair, transparent and written in plain, clear and straight forward language. Vernacular languages shall also be used as well as braille to cater for the blind.
- 13.4. A standard Customer Service Agreement for a specific postal or telecommunication service should include terms that will explain adequately to the consumer the following, where applicable:
 - (a) The availability and limitations on the use of the service, volume of usage, and area of usage;
 - (b) The calculation of charges and fees, billing, charges for different services, method of payment;
 - (c) The process for suspending or disconnecting the service by the licensed operator;
 - (d) The process for effecting termination by the consumer;
 - (e) The policy relating to protection of personal information;
 - (f) Warranties in respect of the service and associated equipment;
 - (g) The consumer complaint and dispute resolution procedures;
 - (h) The contact details for the licenced operator`s customer service department; and
 - (i) The consumer`s right to appeal to POTRAZ and the contact details for the Regulator
- 13.5. The contract shall spell out necessary redress mechanisms in the event of failure to provide the service promised.
- 12.5. Standard Consumer 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 Consumer contract within thirty (30) days, the amendment shall be deemed to have been approved.

12.6 A copy of the approved standard terms and conditions shall be displayed at all licensees' premises and/ or provided to any interested party upon request

14. Outage credit system.

12.1 A licensee shall within 30 days from the date of the grant of the licence submit to the Authority a system of outage credits to be given to a customer, which upon the Authority's approval shall become part of the subscriber service agreement.

12.2. The licensee shall not be responsible to customers for outages arising from an event or effect, which the licensee cannot reasonably be expected to foresee or prevent.

15. Code of Commercial Practice

15.1. A licensee shall submit to the Authority for the Authority's approval a code of commercial practice in the prescribed manner within sixty days of coming in to effect of these regulations

15.2. The code of commercial practice shall include without limitation to such other information as the Authority may determine, the written form of complaint process, the system of outage credits and the system of emergency safety and assistance services, which information shall be used as criteria for approval by the Authority.

15.3. The Code shall supplement the subscriber service contract.

15.4. The Code of Commercial Practice shall not replace or reduce any benefit of price assurance provided to the customer pursuant to the subscriber service contract;

16. Billing

16.1. Licensed operators must issue bills which:

- (a) are clear, and establish verifiable charges in a format that can be easily understood;
- (b) are complete so that Consumers can confirm or challenge billing information, including amongst other things calls charges, payments and late charges;
- (c) Contain a disclosure of the basis of their billing (i.e., do they charge per second, per minute or per block of time) for all calls and an itemised list of all subscription charges;
- (d) are itemised as to national and international usage, monthly subscription fees, premium rate or value-added service charges, internet subscription and usage fees where applicable, or directory assistance fees. Such information should be provided without additional charge for the first three (3) pages.

16.2. Licensed operators should provide written bills to customers for services rendered.

16.3. Billing records must be retained by the operators for at least five years.

16.4. Licensed operators must ensure that all roaming charges are clear and billed to the consumer within sixty (60) days from the call date.

16.5. The due date for bills must be clearly indicated on all bills provided to consumers.

16.6. Consumers have a right to query the accuracy of the bill and/or arrange a payment plan in order to avoid service disconnection within the provided payment period.

17. Complaints and redress

- 17.1. Operators must provide their customer service centres with a Complaints Handling Procedure Manual that aims to resolve disputes in an effective and efficient manner.
- 17.2. Licensed Operators must ensure that their agents, resellers, distributors provide their consumers the approved Complaints Handling Procedure.
- 17.3. Licensed operators must also make the Authority's contact details available to consumers, notifying consumers that they may raise their complaint to the Authority if their original complaint is not handled to their satisfaction by their licenced operator and in accordance with that licenced operator's complaints handling procedure.

18. Complaint Handling Procedure:-

- 18.1. All Licensees must notify consumers about the availability of consumer complaint handling procedures and should have in place forms to be used for registering complaints
- 18.2. The Authority shall approve templates for all complaint registration forms.
- 18.3. When aggrieved, a consumer shall lodge a complaint with the service provider against whom the complaint is being made providing:-
 - (i) The details relating to the contravention or non-compliance of the conditions of licence or customer service agreement complained of by the complainant;
 - (ii) The impact of such contravention or non-compliance with the law or conditions of licence by the licensee of the complainant
 - (iii) The relief sought as a result of such alleged contravention or non-compliance
 - (iv) Any other relevant information which may facilitate investigation.
 - (v) The complaint form shall be filled in duplicate and the customer shall retain one copy.
 - (vi) A licensee shall provide a response to the consumer's inquiry or complaint within 14 calendar days of receipt of the inquiry or complaint by the consumer as the case may be.
- 18.4. Where a consumer is dissatisfied with the licensee's response provided in terms of sub section (3) above he or she may refer the complaint to the Authority.
- 18.5. The Authority shall investigate any complaint referred to it and may require the licensee to submit information.
- 18.6. Upon completing the investigation on the complaint, the Authority shall make a decision in writing and inform the consumer and the licensee of its determination.
- 18.7. The Authority shall issue a determination or issue an appropriate directive including an order for payment of a fine or compensation to the complainant after due consideration of all the evidence and reports filed by the parties.
- 18.8. Where the Authority decides to conduct a formal hearing, the Authority shall advise parties of the date, time and place of hearing.

19. Dispute Resolution

- 19.1. Disputes between service providers and consumers must be resolved within 30 days.
- 19.2. Either the service provider or consumer may refer an unresolved dispute to POTRAZ.
- 19.3. Initiation of the dispute resolution process should not suspend service provision unless agreed to by the consumer or with the prior approval of the Authority.

20. Right to Appeal against decisions of the Authority

Any person aggrieved by the decision of the Authority under these Regulations may, within twenty one days of receipt of the decision, appeal to the Minister or any Tribunal Competent to decide on consumer issues.

21. Privacy and confidentiality

- 21.1. Service Providers must take steps to protect the Consumer's privacy regarding personal information.
- 21.2. Service Providers should protect consumers from unauthorised use of their personal records and information; illegal, unsolicited, unwanted or offensive communications.
- 21.3. Subject to any obligations to disclose information in accordance with the laws of Zimbabwe, licensed operators must maintain the confidentiality of, and refrain from using or disclosing, other than for the proper purposes of providing telecommunications, Postal and Courier services, any:
- (a) Confidential, personal and proprietary information obtained in the course of its business from any Consumer, where such information originates from any such Consumer;
 - (b) Information regarding usage of a Postal or Telecommunications Network or service;
 - or
 - (c) Information received or obtained in connection with the operation of a Telecommunications Network or the provision of a telecommunications, postal and courier service.
- 21.4. The above provisions must not apply where consumers give their informed permission and express consent to the disclosure of personal information

22. Offences

- 22.1. Any Service Provider who:
Omits or refuses –
- (i) to furnish any information when required by the Authority to do so ;or
 - (ii) to produce any document when required to do so by a notice from the Authority or
- 22.2. Knowingly furnishes any false information to a subscriber or the Authority, shall be guilty of an offence and liable to pay a fine to the Authority not exceeding level 6.
- 22.3. The Authority may direct the licensee to compensate the consumer for loss of service or any other loss suffered excluding consequential damages.
- 22.4. Where the Authority have found a Service Provider guilty of an offence in terms of these regulations, such a matter may be referred to a Court with competent Jurisdiction or a Tribunal for purposes of imposing a stiffer penalty.
- 22.5. Where the dispute is referred to the Minister in terms of these Regulations, the Operator shall, if found guilty be liable to pay a fine(s) or to compensate the consumer (s) as may be determined by the Minister
- 22.6. Where the dispute is referred to the Court or Tribunal in terms of these Regulations, the Operator shall, if found guilty be liable to pay a fine(s) or to compensate the consumer (s) as may be determined by the Tribunal