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GENERAL NOTICES

NOTICE 768 OF 1997

DEPARTMENT OF COMMUNICATIONS

LICENCE ISSUED TO TELKOM SA LIMITED TO PROVIDE
TELECOMMUNICATION SERVICES UNDER SECTION 36 OF
THE TELECOMMUNICATIONS ACT, 1996

THE LICENCE

The Minister, in exercise of the powers conferred on him by section 36 of the Telecommunications Act, 1996 (hereinafter referred to as the "Act") and of all other powers exercisable by him for that purpose, hereby issues to Telkom SA Limited a licence, for the period specified in condition 13.1, subject to the provisions set forth in such licence and to revocation as provided for in condition 12 and the Act, to provide the telecommunication services specified in condition 2.

This licence shall confer on the Minister, the Authority and the Licensee the rights, subject to the obligations, set forth herein.

J. NAIDOO

Minister for Posts, Telecommunications and Broadcasting

(7 May 1997)

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1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Licence, unless otherwise stated, words and terms used shall have the same meaning as defined in the Telecommunications Act, 1996 (Act No. 103 of 1996).
- 1.2 Words importing the singular shall include the plural and vice versa; words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa.
- 1.3 The headings in this Licence shall not affect its interpretation.
- 1.4 Any reference, express or implied, to an enactment includes references to
- (a) that enactment as amended, extended or applied by or under any other enactment before, on or after the date of this Licence;
 - (b) any enactment which that enactment re-enacts (with or without modification); and
 - (c) any subordinate legislation made (before, on or after the date of this Licence) under any enactment, including, without limitation, one within paragraphs (a) or (b) or both.
- 1.5 The schedules to this Licence shall form part of it.
- 1.6 In this Licence the following terms shall have the meanings given herein:
- "Act"** means the Telecommunications Act, 1996 (Act No. 103 of 1996).
- "Applicable Interest Rate"** means the prime interest rate as published from time to time of the South African Reserve Bank.
- "Approved Equipment"** means telecommunication equipment which has been approved by the Authority under Chapter VI of the Act.
- "Basic Telephone Service"** means a telecommunication service comprising technical features which are the minimum necessary to allow the establishment of a telephony channel for the purpose of providing a telecommunication service in order to convey voice grade signals between two Items of Customer Premises Equipment

connected to the Public Switched Telecommunication Network.

"Billing Processes" means the billing systems and metering systems taken together, where "billing system" means the totality of the equipment, data, procedures and activities which the Licensee uses to determine the charges to be made for service usage; and where "metering system" means the equipment, data procedures and activities which the Licensee uses to determine the extent of any telecommunication services which it has provided.

"bringing into service" means, in respect of any Customer Premises Equipment or other telecommunication equipment, the process of connecting it to the Public Switched Telecommunication Network, including, without limitation, such testing or inspection of that Customer Premises Equipment or other telecommunication equipment as the Licensee may require.

"Business Day" means any day other than a Saturday, a Sunday or a public holiday in the Republic.

"Census Data" means the data compiled and to be published by the Central Statistical Service as part of the official population census of 1996.

"Central Statistical Service" means the Central Statistical Service of the Republic.

"Chart of Accounts" means the historic accounting system recording the financial results of the Licensee comprising a balance sheet and a profit and loss account, the form and content of which shall be agreed between the Authority and the Licensee in writing from time to time and which is subject to any regulation made by the Authority in accordance with section 46 of the Act.

"Code of Practice" has the meaning assigned to such term in condition 6.6.

"Companies Act" means the Companies Act 1973 (Act No. 61 of 1973).

"Consumer Price Index" means the index of consumer prices applicable to all economic sectors compiled and published from time to time by the Central Statistical Service or any index which replaces such index and becomes an official direct substitute for it from time to time.

"Cost Allocation Manual" means the document which sets out the principles for the allocation of revenue, costs, assets and liabilities to a telecommunication service, the form and content of which shall be agreed between the Authority and the Licensee in writing from time to time and which is subject to any regulation made by the Authority pursuant to section 46 of the Act.

"Customer" means any person who has indicated a willingness in writing with the Licensee to receive Public Switched Telecommunication Services from the Licensee on the Licensee's terms and conditions, or has in writing entered into a contract with the Licensee for the provision of such service.

"Customer Pipeline" means a register of applications maintained from time to time by the Licensee identifying persons who have requested and are awaiting the telecommunication services referred to in condition 4.1.1(a) and whose requests for such services are to be processed in accordance with condition 4.5 and the relevant Service Targets set forth in Schedule B but, for the avoidance of doubt, shall not include any person the circumstances surrounding whose request for telecommunication services qualifies that person for inclusion in the Waiting List.

"Customer Premises Equipment" means an item of Approved Equipment which does not form part of the Public Switched Telecommunication Network but is connected, or intended to be connected, to Terminal Connection Equipment, whether fixed or portable, and by means of which signals are initially transmitted or ultimately received.

"Directory Information Services" means the services described in condition 5.

"Effective Date" means the date on which this Licence was issued by the Minister.

"Emergency" means an emergency of any kind, including, without limitation, any circumstance whatsoever resulting from major accidents and natural disasters.

"Emergency Organisations" means, in respect of any locality, the relevant police, fire, ambulance and coast guard services for that locality and any other similar Organisation providing assistance to the public in Emergencies which are recognised as such by the Authority.

"Exchange Line" means a Local Line provided to connect a Terminal Connection Point to the Local Exchange.

"Exclusivity Period" means the period contemplated under section 36 of the Act and specified in condition 3.1, including any adjustments made under this Licence, during which the Licensee shall be permitted to provide those elements of the Public Switched Telecommunication Service specified in condition 3 on an exclusive basis.

"Existing Waiting List" means a register of applications maintained from time to time by the Licensee identifying persons who have requested and were awaiting the telecommunication services referred to in condition 4.1.1(a) on or before 28 January 1997 but for whom the Licensee is unable to provide such telecommunication services because of the unavailability of an Exchange Line whereby such person can be connected to the Local Exchange.

"financial year" means the period of twelve (12) months in respect of which the Licensee is required to make up its accounts under the Companies Act.

"Hospital" means an institution--

- (a) registered as such in terms of any law; or
- (b) that, in the Authority's opinion, offers regular medical attention and nursing services as an integral part of the amenities available for the care of the sick or infirm.

"Intellectual Property Right" has the meaning assigned to such term in condition 9.4.

"Interconnection Service" means a telecommunication service which an Operator has requested from the Licensee and which the Licensee is obliged to enter into an agreement to provide in accordance with section 43 of the Act and the guidelines contemplated thereunder.

"International Call" means a call (including, without limitation, any signal conveyed by means of a telecommunication system) which originates in a telecommunication system in the Republic and terminates in a telecommunication system in a country other than the Republic or vice versa or a call (including, without limitation, any signal conveyed by means of a telecommunication system) which originates and terminates in a telecommunication system in a country other than the

Republic but is conveyed via a telecommunication system in the Republic.

"International Telecommunication Service" means a telecommunication service comprising the conveyance of an International Call via a Network Connection Point in the International Network, which call:

- (a) is received from, or sent to, the National Long-distance Telecommunication Network; or
- (b) is received from or sent to a Network Connection Point composed in the national long-distance telecommunication system of an Operator;

together with the installation, bringing into service, maintenance and repair of that part of the Public Switched Telecommunication Network which is provided, maintained and operated by the Licensee for the purpose of providing the relevant telecommunication service.

"Internet" means an integrated computer network through which users are connected to each other by means of the TCP/IP family of protocols.

"ITU" means the International Telecommunications Union.

"Library" means a fixed or permanent public facility that, in the Authority's opinion, is established for the primary purpose of lending or making books available to the community.

"Licence" means this licence issued by the Minister to the Licensee under section 36 of the Act.

"Licensee" means Telkom SA Limited, a company incorporated under the laws of the Republic and contemplated in section 3(1) of the Post Office Act.

"Local Access Network" means the telecommunication systems which are installed or otherwise provided, maintained and operated by the Licensee for the purpose of providing the Local Access Telecommunication Service in one or more Local Exchange Areas.

"Local Access Telecommunication Service" means a telecommunication service comprising the conveyance of signals--

- (a) in the case of switched services, between a Terminal Connection Point, or a Network Connection Point giving access to the national long-distance network of an Operator, as the case may be, and the Local Exchange in the same Local Exchange Area to and from which the telecommunication service is provided to that Terminal Connection Point or Network Connection Point, as the case may be; and
- (b) in the case of Private Circuits, between a Terminal Connection Point and--
 - (i) an access point to and from the National Long-distance Network; or
 - (ii) another Terminal Connection Point in the same Local Exchange Area;together with the installation, bringing into service, maintenance and repair of that part of the Public Switched Telecommunication Network which is provided, maintained and operated by the Licensee for the purpose of providing the relevant telecommunication service.

"Local Authority" means any institution or body defined as a "local Government Body" in section 1 of the Local Government Transition Act, 1993 (Act No. 209 of 1993).

"Local Exchange" means that part of the telecommunication system comprised in the Local Access Network installed in a Local Exchange Area to provide switched Local Access Telecommunication Services to Customers connected to Local Lines comprised in that Local Exchange Area.

"Local Exchange Area" means a geographically defined area, as defined from time to time by the Licensee, within which all Exchange Lines are connected to, and served by, the same Local Exchange.

"Local Line" means a telecommunication facility in the Local Access Network comprised within a Local Exchange Area which is installed for the purposes of connecting a Terminal Connection Point to:

- (a) another Terminal Connection Point in the same Local Exchange Area;
- (b) the Local Exchange in that Local Exchange Area; or

(c) other elements of the Public Switched Telecommunication Network which are not comprised in the Local Access Network.

"Maritime Service" means an International Telecommunication Service consisting of two-way telecommunication (including, without limitation, manually and automatically switched voice and data services) between the International Network and seagoing vessels or other floating structures, which is compliant with the relevant Radio Regulations of the ITU.

"Mobile Telecommunication Service" means a mobile cellular telecommunication service as contemplated in section 37 of the Act.

"National Long-distance Network" means the telecommunication systems which are installed or otherwise provided, maintained and operated by the Licensee for the purpose of providing the National Long-distance Telecommunication Service.

"National Long-distance Telecommunication Service" means a telecommunication service comprising the conveyance of signals to or from--

- (a) a Local Access Network;
- (b) the International Network; or
- (c) the telecommunication system of an Operator via a Network Connection Point in the Public Switched Telecommunication Network;

together with the installation, bringing into service, maintenance and repair of that part of the Public Switched Telecommunication Network which is provided, maintained and operated by the Licensee for the purposes of providing the relevant telecommunication service.

"National Revenue Fund" means the National Revenue Fund established under section 213 of the Constitution.

"Network Connection Equipment" means, in relation to any telecommunication system, an item of telecommunication apparatus comprised in that telecommunication system which is not Terminal Connection Equipment and which is used, or is meant to be used, to provide an interconnection with another telecommunication system.

"Network Connection Point" means any point within an item of Network Connection Equipment comprised in one telecommunication system at which signals are conveyed to or from a corresponding point in another item of Network Connection Equipment comprised in another telecommunication system.

"New Line Roll-out Targets" means the Priority Customer Target, the Public Pay-telephone Target, the Total Line Target, the Under-served Line Target and the Village Target.

"New Waiting List" means a register of applications maintained from time to time by the Licensee identifying persons who have requested and are awaiting the telecommunication services referred to in condition 4.1.1(a) on or after 29 January 1997 but for whom the Licensee is unable to provide such services because of the unavailability of an Exchange Line whereby such person can be connected to the Local Exchange but shall not include the Existing Waiting List.

"Number" means any identifier which would need to be used in connection with any telecommunication service for the purposes of establishing a connection with any Terminal Connection Point, user or telecommunication apparatus connected to any telecommunication system providing a telecommunication service, but not including any identifier which is not accessible to the generality of users of a telecommunication service.

"Numbering Plan" means a plan, which (except for the purpose of the definition of Initial Numbering Plan set forth in condition 10.1) may be prescribed by the Authority in accordance with section 89 of the Act, describing the method adopted or to be adopted for allocating and reallocating a Number to any Terminal Connection Point, user, telecommunication apparatus or particular telecommunication service.

"Numbering Proposals" has the meaning assigned to such term in condition 10.3.

"Operator" means any person licensed to provide a telecommunication service pursuant to a licence of a type referred to in section 34(2) of the Act.

"Outstanding Demand" means the sum total of the Customer Pipeline and the Waiting List.

Overdue Interest Rate" means the prime interest rate as published from time to time of the South African Reserve Bank *plus* 3%.

"Point of Connection" means a fixed point between--

- (a) a Network Connection Point comprised in one telecommunication system and a Network Connection Point comprised in another telecommunication system; or
- (b) a Terminal Connection Point and Customer Premises Equipment,

in each case through which a signal is conveyed.

"Post Office" means any facility defined or described as such in the Post Office Act.

"Post Office Act" means the Post Office Act, 1958 (Act No. 44 of 1958) as that act existed immediately before its amendment by the Act.

"Priority Customer" means a Hospital, Library, Local Authority or School.

"Priority Customer Target" means the total number of new Exchange Lines to be brought into service, including the provision, if requested, of Internet access, for Priority Customers as specified for the relevant financial year in Schedule A.

"Private Circuit" means a telecommunication facility which provides for transmission capacity between fixed points within a telecommunication system and does not enable the Customer to control the switching functions.

"Private Telecommunication Network" means a telecommunication network licensed under section 41 of the Act.

"Public Emergency Call Service" means the services described in condition 4.3.1.

"Public Pay-telephone" means apparatus (including any kiosk, booth, acoustic hood, shelter or similar structure in which that apparatus may be installed) at which Public Pay-telephone Services are made available to the public or segments of the public, and which contains a device to accept payment for those services.

"Public Pay-telephone Service" means all or any of-

- (a) the installation, repair and maintenance of Public Pay-telephones;
- (b) the conveyance of voice telephony messages to and from Public Pay-telephones;
- (c) the provision of Directory Information Services from Public Pay-telephones; and
- (d) the provision of Public Emergency Call Services from Public Pay-telephones;

together with the installation, bringing into service, maintenance and repair of that part of the Public Switched Telecommunication Network which is provided, maintained and operated by the Licensee for the purposes of providing the relevant telecommunication service; *provided, however*, Public Pay-telephone Service shall not include the provision of community service telephones as contemplated in the licences issued under section 37 of the Act.

"Public Pay-telephone Target" means the total number of all new Public Pay-telephones to be brought into service in accordance with condition 4.2 as specified for the relevant financial year in Schedule A.

"Public Switched Telecommunication Network" means the telecommunication systems which are installed or otherwise provided, maintained and operated by the Licensee for the purpose of providing the Public Switched Telecommunication Service, including, without limitation--

- (a) the Local Access Network;
- (b) the National Long-distance Network; and
- (c) the International Network;

by whatever means provided, including, without limitation, copper cables, wireless loops, microwave links, optical fibre cables, satellite earth stations, space segments and satellite systems, by means of which signals can be conveyed between all or any of--

- (i) two or more Terminal Connection Points;
- (ii) two or more Network Connection Points;

- (iii) a Terminal Connection Point and a Network Connection Point;
- (iv) a Terminal Connection Point or a Network Connection Point, as the case may be, and a corresponding point in another country;
- (v) a Public Pay-telephone and any of a Terminal Connection Point, a Network Connection Point and a corresponding point in another country;

excluding, for the avoidance of doubt, any telecommunication apparatus connected to Terminal Connection Equipment, except for Public Pay-telephones and any telecommunication system used for the purposes of providing a Mobile Telecommunication Service which is not used for providing any other telecommunication service.

"Public Switched Telecommunication Service" means all those telecommunication services as contemplated under section 78 (1) of the Post Office Act, as that section existed immediately before its repeal by the Act, including, without limitation--

- (a) the National Long-distance Telecommunication Service;
- (b) the International Telecommunication Service;
- (c) the Local Access Telecommunication Service;
- (d) the Public Pay-telephone Service;
- (e) the Maritime Service;
- (f) a service comprising the provision of telegrams;
- (g) a service comprising supply of Customer Premises Equipment;
- (h) the installation, bringing into service, maintenance and repair of that part of the Public Switched Telecommunication Network which is provided, maintained and operated by the Licensee for the purposes of providing any telecommunication service, including, without limitation, the telecommunication circuits provided for--

- (i) Private Circuits;

- (ii) links between sites of the same Operator;
- (iii) telecommunication facilities used for the provision of Private Telecommunication Networks;
- (iv) telecommunication facilities used for the provision of Value Added Network Services; and
- (i) any other service reasonably complementary to the provision of those services including, without limitation, the provision, repair and maintenance of Customer Premises Equipment and any other telecommunication apparatus of any kind;

but excluding the provision of Mobile Telecommunication Services and Value Added Network Services.

"Rand" or "R" means the lawful currency from time to time of the Republic.

"Rate Regime" has the meaning assigned to such term in condition 7.1.

"Regulatory Accounts" has the meaning assigned to such term in condition 8.1.

"Renter" means any Customer Premises Equipment and Exchange Line which are together rented by a person for the purpose of providing the whole or any part of a Public Pay-telephone Service, which person--

- (a) has entered into a contract with the Licensee to provide such Public Pay-telephone Service, and
- (b) is able to determine the location from which such service will be provided, who shall have access to such service, or when access to such service will be provided.

"Replacement Line Target" means the total number of new digitalised Exchange Lines to be brought into service in order to replace existing non-digitalised Exchange Lines as specified for the relevant financial year in Schedule A; for the avoidance of doubt, the Replacement Line Target shall not be included in calculating the New Line Roll-out Target.

"Republic" means the Republic of South Africa, including all of its territories and possessions and its territorial waters.

"Retail Activities" means those activities of the Licensee involving the provision of telecommunication services to Customers, including, without limitation, all persons to whom the Licensee provides a Basic Telephone Service.

"Roll-out Targets" means the Priority Customer Target, the Public Pay-telephone Target, the Replacement Line Target, the Total Line Target, the Under-served Line Target and the Village Target.

"School" means--

- (a) an institution registered as such in terms of any applicable law; or
- (b) an educational institution or part of an educational institution at which education is provided to pupils, whether such institution is public or private.

"Service Target" has the meaning assigned to such term in Schedule B.

"SOLAS Signatory" has the meaning assigned to such term in condition 4.3.4.

"Spectrum" has the meaning assigned to such term in the licence granted to the Licensee under Section 30 of the Act.

"Statement of Intended use of Spectrum" means the document described in condition A.5.4(a).

"Terminal Connection Equipment" means, in relation to any telecommunication system, an item of telecommunication apparatus comprised in that telecommunication system which is situated in a fixed position in a Customer's premises and which enables--

- (a) Customer Premises Equipment to be connected to that telecommunication system;
- (b) signals to be conveyed in either direction between the Customer Premises Equipment and that telecommunication system; and
- (c) the proper functioning and operation of the Customer Premises Equipment and telecommunication system to be tested.

"Terminal Connection Point" means any point within an item of Terminal Connection Equipment at which signals are

conveyed to or from one or more items of Customer Premises Equipment.

"Total Line Target" means the total number of new Exchange Lines to be brought into service as specified for the relevant financial year in Schedule A.

"Township" means a piece of land or settlement, whether surveyed as such or established in any informal manner, predominantly inhabited by communities historically discriminated against on the basis of race.

"Under-serviced Area" means--

- (a) any Township;
- (b) each Local Exchange Area, listed in Schedule F and represented on the accompanying maps, where as of June 1996 the number of residential Exchange Lines as a percentage of households was less than or equal to fifty percent (50%); and
- (c) any Local Exchange Area created after June 1996 where the number of residential Exchange Lines as a percentage of households was less than or equal to fifty percent (50%) as of June 1996; *provided, however*, the Authority may, subject to condition 13.5, reasonably object in writing to the classification of any such Local Exchange Area as an Under-serviced Area within thirty (30) days after receiving written notification from the Licensee of the creation of any such Local Exchange Area, such notification to be provided by the Licensee at least thirty (30) days prior to the creation of a new Local Exchange Area.

Without prejudice to the generality of the foregoing, Under-serviced Areas includes rural, suburban and urban areas which typically are inhabited by communities historically discriminated against on the basis of race.

"Under-serviced Line Target" means the total of new Exchange Lines to be brought into service in Under-serviced Areas as specified for the relevant financial year in accordance with Schedule A.

"Universal Service Fund" means the fund established in terms of section 65 of the Act.

"Value Added Network Service" means a service licensed in terms of section 40 of the Act.

"Village" means a community located in an Under-served Area with between 100 and 1,999 inhabitants which is without an Exchange Line as of the Effective Date.

"Village Target" means the total number of new Exchange Lines to be brought into service in Villages, adjusted in accordance with condition A.5.3, as specified for the relevant financial year in Schedule A.

"Waiting List" means the applications, which have been verified and confirmed by the Licensee, from the Existing Waiting List combined with the New Waiting List.

"Wholesale Activities" means those activities of the Licensee involving the provisions of telecommunication services to Operators, including, without limitation, use of the Public Switched Telecommunication Network and the services that are incidental to such use.

"Wholly-owned Subsidiary" has the meaning assigned to such term in the Companies Act.

"Wireless Local Loop" has the meaning assigned to such term in the radio regulation concerning implementation of accelerated migration within all frequency bands, adopted by the Minister on 6 May 1997.

2. RIGHTS TO PROVIDE TELECOMMUNICATION SERVICES

2.1 The Licensee shall be entitled to construct, maintain and use the Public Switched Telecommunication Network in the Republic and to provide Public Switched Telecommunication Services.

2.2 Without prejudice to condition 2.1 and subject to section 43 of the Act and the guidelines contemplated thereunder, the Licensee is authorised--

(a) to connect, or cause or allow to be connected, to any telecommunication system or telecommunication service which the Licensee is entitled to provide under the terms of this Licence--

(i) any telecommunication system or telecommunication service in the Republic which is licensed under the terms of the Act, the licence for which permits that connection, or which the Authority has prescribed can be provided without a licence;

(ii) any telecommunication system or telecommunication service situated outside the Republic except where such connection would contravene a treaty or other agreement to which the Republic is a party;

(iii) any Customer Premises Equipment; and

(iv) any telecommunication equipment which is situated in a vehicle, vessel or other floating structure, aircraft or satellite;

(b) to convey to and from that connected telecommunication system, telecommunication service or telecommunication equipment, any signal and to perform any switching incidental to that conveyance; and

(c) to provide any telecommunication service that is incidental to that connection or conveyance.

2.3 Without prejudice to conditions 2.1, the Licensee--

(a) shall be entitled--

(i) to sell or lease the use of; or

(ii) to install or maintain, or both;

any telecommunication apparatus, including, without limitation, any Customer Premises Equipment, whether or not it is owned by the Licensee, subject to any terms and conditions that may from time to time be prescribed by the Authority under Chapter V of the Act which may be relevant to the sale, lease, installation or maintenance of any telecommunication apparatus;

(b) shall be entitled to manufacture telecommunication apparatus, including, without limitation, Customer Premises Equipment; and

(c) shall be entitled to design, develop, manufacture or otherwise to publish in any manner or form software to be used in connection with any telecommunication apparatus, including, without limitation, Customer Premises Equipment, provided that such software is not commercially distributed, marketed or sold to third parties unless consented to by the Authority.

2.4 Subject to the other provisions of this Licence, the Licensee and any or all of its Wholly-owned Subsidiaries shall be entitled by virtue of this Licence to operate the Public Switched Telecommunication Network and provide all or any of the Public Switched Telecommunication Services together with all or any other rights granted to it under this Licence, provided that, if and so long as any such Wholly-owned Subsidiary provides one or more Public Switched Telecommunication Services that are provided on an exclusive basis pursuant to the rights granted in terms of condition 3, it shall provide only such telecommunication services as are authorised under this Licence.

2.5 Subject to the Act and without prejudice to the terms of condition 3.1(e), the Licensee shall have the right contractually to bind any person licensed to provide Value Added Network Services--

(a) not to obtain any telecommunication facility for the purpose of providing a Value Added Network Service from any person other than the Licensee during the period specified in condition 3.1(e);

(b) not to resell capacity on any telecommunication facility so obtained, or cede or assign its rights to use that telecommunication facility, or to sublet or otherwise part with control of it, until the date fixed

by the Minister pursuant to section 40(4) of the Act; and

- (c) not to convey voice telephony as part of any Value Added Network Service.

2.6 Subject to the Act and without prejudice to the terms of condition 3.1(f), the Licensee shall have the right contractually to bind Operators licensed to provide Mobile Telecommunication Services not to obtain any telecommunication facility comprising fixed lines for the purpose of providing Mobile Telecommunication Services from any person other than Licensee during the period specified in condition 3.1(f).

2.7 Subject to the Act and without prejudice to the terms of conditions 3.1(g), the Licensee shall have the right contractually to bind any person licensed to provide Private Telecommunication Networks--

- (a) not to obtain any telecommunication facility for the purpose of providing a Private Telecommunication Network from any person other than the Licensee during the period specified in condition 3.1(g); and

- (b) not to resell capacity on any telecommunication facility so obtained, or cede or assign its rights to use that telecommunication facility or to sublet or otherwise part with control of it, until the date fixed by the Minister pursuant to section 41(5) of the Act.

Paragraph (a) in this condition shall not apply to any Private Telecommunication Network referred to in section 41(2) of the Act.

2.8 Nothing in this Licence shall prejudice any rights or privileges granted or afforded to the Licensee under all or any of the provisions of the Act and any other legislation or under any other licence issued to the Licensee under the Act.

3. EXCLUSIVE RIGHTS

3.1 Subject to the Act and to the other provisions of this Licence, the Licensee is authorised to provide on an exclusive basis for a period of five (5) years from the Effective Date the following elements of the Public Switched Telecommunication Service:

(a) the National Long-distance Telecommunication Service;

(b) the International Telecommunication Service;

(c) the Local Access Telecommunication Service;

(d) the Public Pay-telephone Service;

(e) all or any telecommunication facilities to be used by any person for the provision of Value Added Network Services;

(f) all or any telecommunication facilities comprising fixed lines to be used by any Operator for the provision of Mobile Telecommunication Services; and

(g) all or any telecommunication facilities to be used by any person for the provision of any Private Telecommunication Network, other than a Private Telecommunication Network referred to in section 41 (2) (b) of the Act.

3.2 Without prejudice to the terms of condition 3.1, the Exclusivity Period may be extended in respect of one or more elements of the Public Switched Telecommunication Service (as the Licensee may request in writing) for a further and final year up to and including the sixth anniversary of the Effective Date in accordance with condition A.2 in Schedule A.

4. PROVISION OF UNIVERSAL ACCESS AND SERVICE

4.1 Basic Service Provision

4.1.1 Subject to the other provisions of this Licence, the Licensee shall provide over the Public Switched Telecommunication Network the following telecommunication services:

(a) subject to condition 4.5, to every person in the Republic who requests it, any of the following:

(i) a Basic Telephone Service;

(ii) the installation and connection to an item of Terminal Connection Equipment of an item of Customer Premises Equipment capable of making use of the Basic Telephone Services; and

(iii) the maintenance or repair of that item of Customer Premises Equipment supplied by the Licensee; *provided, however,* that Customer Premises Equipment supplied by a person other than the Licensee may be maintained and repaired by the Licensee pursuant to the terms and conditions of any agreement entered into between the Licensee and such user on terms satisfactory to the Licensee;

(b) a Public Pay-telephone Service which satisfies the requirements referred to in condition 4.2; and

(c) access to the Public Emergency Call Service and the Directory Information Service by means of either the telecommunication services referred to in paragraph (a)(i) or (b);

except to the extent that, in the Authority's opinion, any demand for such telecommunication services is, or can be met, without prejudice to any of the Roll-out Targets, by other means and that, accordingly, it would be unduly burdensome in the circumstances for the Licensee to provide the telecommunication service requested.

4.1.2

The obligation to provide the telecommunication service referred to in condition 4.1.1 (a) to any person who so qualifies in accordance with condition 4.5.1 shall be subject to the exceptions set forth in condition 4.1.3 and 13.4.3.

- 4.1.3 The Licensee shall be treated as being in compliance with condition 4.1.1 where, at the relevant time, the Licensee is in compliance with its obligations under Schedule A in an area in which, in accordance with the Roll-out Targets and the provisions of this Licence relating thereto, any telecommunication apparatus or telecommunication facility necessary to provide the relevant telecommunication service in that area has not been installed and become operational.

4.2 Public Pay-telephone Service

- 4.2.1 The Licensee shall consult periodically with the Authority on guidelines, which shall be prepared by the Licensee, for determining where new Public Pay-telephones should be installed. After expiration of the Exclusivity Period such guidelines shall have regard to the published plans and obligations of Operators who may be licensed to provide similar services.

- 4.2.2 Notwithstanding the Exclusivity Period in respect of the provision of the Public Pay-telephone Service, the Licensee may use third parties to provide the whole or any part of a Public Pay-telephone Service.

- 4.2.3 Public Pay-telephones provided via third parties in terms of condition 4.2.2 (including, without limitation, Renters) shall be treated as satisfying the obligations of the Licensee with respect to the provision of Public Pay-telephones in accordance with the Public Pay-telephone Target.

- 4.2.4 The Licensee shall ensure that the Public Pay-telephone Service is provided in accordance with the Service Targets set forth in Schedule B and it shall enforce equivalent requirements on the third parties providing any Public Pay-telephone Service in accordance with condition 4.2.2 and it shall be fully liable for any failure by any such third party to provide Public Pay-telephone Service in accordance with the Service Targets set forth in Schedule B.

- 4.2.5 The Licensee shall not withdraw or permit the withdrawal from service of any Public Pay-telephone that it has provided other than in accordance with this condition--

- (a) the Licensee may cease to provide Public Pay-telephone Services at any Public Pay-telephone only if--
 - (i) revenues from the Public Pay-telephone Services provided from that Public Pay-

telephone in any period of twelve (12) consecutive months have fallen below the Licensee's fully allocated costs of providing Public Pay-telephone Services from that Public Pay-telephone, provided that--

(aa) the Licensee has posted prominently a notice on such Public Pay-telephone specifying that the Licensee is ceasing to provide Public Pay-telephone Services there, the reasons for the proposal, the address of the Licensee's office to which representations and objections with respect to the proposal may be made during normal business hours and the period within which such representations and objections may be made;

(bb) the Licensee has sent to the Local Authority for the area in which such Public Pay-telephone is located by registered post or by hand a copy of that notice;

(cc) the Licensee has sent to the Authority by registered post or by hand a copy of that notice together with copies of any representations and objections that the Licensee has received with respect to the proposal and its comments and conclusions thereon; and

(dd) thirty (30) days have elapsed after the material has been sent to the Authority;

(ii) the Licensee has agreed with the Authority that it shall provide or, after expiration of the Exclusivity Period, an Operator shall continue to provide, Public Pay-telephone Services at another Public Pay-telephone installed or to be installed near to, and readily accessible from, the place where the Public Pay-telephone is situated at which Public Pay-telephone Services shall no longer be provided;

- (iii) the Authority, or any other person with lawful authority, requires the Licensee to remove the Public Pay-telephone in question for any other reason;
- (iv) the Authority agrees that Public Pay-telephone Services are no longer to be provided at the Public Pay-telephone in question for any reason; or
- (v) continued provision of Public Pay-telephone Services to that Public Pay-telephone is, in the Authority's opinion, unduly burdensome;
- (b) the restrictions on the withdrawal from service of any Public Pay-telephone set forth in condition 4.2.5 shall not apply to temporary discontinuance of service due to maintenance, replacement of lines, outages due to natural forces or any other occurrence requiring only a temporary discontinuance of service. Any discontinuance of service of up to a maximum of forty-five (45) days shall be treated as a temporary discontinuance of service unless the Licensee provides notice, in accordance with the requirements set forth in paragraphs (aa) through (dd), of its intent to discontinue service permanently;
- (c) where the Licensee intends to withdraw from service a Public Pay-telephone in accordance with condition 4.2.5(a)(i) to (v), it shall give the Authority three (3) months prior notice, or such shorter period as may be consented to by the Authority, in writing of its intention to do so;
- (d) any Public Pay-telephone withdrawn from service in accordance with condition 4.2.5 (a) other than condition 4.2.5 (a)(iii) shall cease to be treated as satisfying the obligations of the Licensee with respect to the provision of Public Pay-telephones in accordance with the Public Pay-telephone Target.

The provisions of this condition 4.2.5 shall not apply to any Renter or any Public Pay-telephone installed by the Licensee to provide temporary service for occasional events, including, without limitation, sporting events.

4.3 Emergency Services

4.3.1 Public Emergency Call Service:

- (a) The Licensee shall provide a Public Emergency Call Service by means of which any member of the public may, at any time and free of charge, by means of any Customer Premises Equipment capable of voice telephony or by any Public Pay-telephone, communicate as swiftly as practicable with any of the Emergency Organisations for the purposes of notifying them of an Emergency.
- (b) The Licensee may restrict the telecommunication services provided to any of the Emergency Organisations, to the extent agreed to by the authority responsible for the relevant Emergency Organisation or, in the absence of agreement between the Licensee and that authority, to the extent as may be authorised by the Authority.

4.3.2 Services provided to Emergency Organisations:

The Licensee shall provide to Emergency Organisations anywhere in the Republic, in circumstances where telephone numbers cannot be dialled directly, operator-assisted voice telephony, to assist officials of the Emergency Organisations to send priority communications over the Public Switched Telecommunication Network.

4.3.3 Special Arrangements for Emergencies:

- (a) The Licensee shall, in consultation with the Emergency Organisations, make arrangements for the provisions or, as the case may be, rapid restoration of telecommunication services that may reasonably be required in Emergencies occurring in the Republic and that may be practically provided.
- (b) The Licensee shall be entitled--
 - (i) to recover from the relevant Emergency Organisation the cost that it incurs in implementing the arrangements in accordance with condition 4.3.3.(a); and
 - (ii) to make the implementation of those arrangements conditional on the relevant Emergency Organisation indemnifying the

Licensee for all reasonable costs incurred as a consequence of that implementation.

4.3.4 Maritime Emergency Services:

The Licensee shall, on request of the South African signatory for the time being of the international convention for the Safety of Life at Sea (the "SOLAS Signatory"), enter into an agreement annually with the SOLAS Signatory to provide distress, emergency and safety services for shipping, in accordance with the Radio Regulations of the ITU to the extent that the SOLAS Signatory pays the Licensee's reasonable costs in providing those services, in terms of this annual agreement.

4.4 Services for Users with Special Needs

4.4.1 The Licensee shall consult with the Authority from time to time about the arrangements relating to--

- (a) the supply of, and the provision of maintenance services in respect of, telecommunication apparatus designed or adapted to meet the reasonable demands of disabled people; and
- (b) the connection to the Public Switched Telecommunication Network of telecommunication apparatus referred to in paragraph (a),

and shall, at the request of the Authority, participate in any advisory group established to address the needs of persons who are disabled.

4.4.2 The Licensee shall use its reasonable endeavours to ensure that there are available for supply in such a way as to meet all reasonable demands for Customer Premises Equipment of the following descriptions:

- (a) Customer Premises Equipment capable of being inductively coupled to hearing aids which have been designed to be so coupled to Customer Premises Equipment; and
- (b) Customer Premises Equipment incorporating sound amplification facilities,

provided that this condition shall be deemed to be satisfied if the Licensee uses its reasonable endeavours to ensure that there is available for supply either one type of Customer Premises Equipment which meets both

descriptions or two types of Customer Premises Equipment each of which meets one of the requirements set forth in paragraphs (a) or (b).

4.4.3 The Licensee shall take all reasonable steps to install and keep installed in at least fifty per cent (50%) of Public Pay-telephones at which it provides Public Pay-telephone Services apparatus enabling persons using hearing aids designed for use in conjunction with Public Pay-telephones to use such hearing aids in connection with voice telephony services. The target specified in the immediately preceding sentence shall be achieved as soon as practicable but in any event no later than the fifth anniversary of the Effective Date. On the fifth anniversary of the Effective Date the percentage of such Public Pay-Telephones at which the Licensee shall be obligated to install and keep installed such apparatus shall be agreed between the Licensee and the Authority.

4.5 Affordability

4.5.1 The Licensee shall be obligated to provide the telecommunication service referred to in condition 4.1.1(a) to every person in the Republic who requests it and who qualifies for such telecommunication service in a manner consistent with the guidelines set forth in Schedule C.

5. DIRECTORY SERVICES

5.1 Minimum Directory Services

5.1.1 The Licensee shall provide or make available, free of charge, printed directories to each Customer, the form and content of which shall be determined by the Licensee from time to time.

5.1.2 The directories referred to in condition 5.1.1 shall include, at a minimum, for each of the Customers in the relevant areas, other than for those Customers who have specifically asked not to be included, their names, addresses and telephone numbers and a list of national and international dialing codes. The Licensee may not charge for publishing the relevant data about a Customer in a directory but may charge for advertising and for providing enhanced directory listings.

5.1.3 In addition to the directories referred to in condition 5.1.1, the Licensee shall provide or make available to Customers, free of charge, printed directories, the form and content of which shall be agreed between the Licensee and the Authority, providing a listing of national, provincial and local governmental authorities, institutions and offices. The Authority shall coordinate with Telkom and such governmental entities so that Telkom is provided with the information necessary to compile and update such directories on a regular basis.

5.1.4 The Licensee shall provide, at a reasonable charge, directory information other than in the form of printed directories that duly takes account of the predominant regional languages through which callers may receive information concerning the telephone numbers of the Customers listed in the directories and a separate directory information service dedicated to enquiries concerning national, provincial and local governmental authorities, institutions and offices. Such directory information shall be free from Public Pay-telephones.

5.1.5 The directory information services provided by the Licensee shall include a service or information, as the case may be, whereby directory information is made available in a form which is appropriate to meet the needs of persons who are blind or otherwise disabled as to be unable to use a telephone directory in a form in which it is generally available to persons to whom the Licensee provides the telecommunication service referred to in condition 4.1.1(a), and the service so provided to such persons shall from a

date to be agreed between the Licensee and the Authority be provided free of charge or, if the Authority is satisfied that is not practicable, the Licensee shall provide, in accordance with arrangements agreed with the Authority, appropriate reasonable compensation in respect of charges that are paid.

5.2 Operators

5.2.1 The Licensee shall ensure that Customers can receive directory information about persons connected to the telecommunication system of Operators in the Republic to the extent that the Operators make directory information available to the Licensee.

5.2.2 The Licensee shall, to the fullest extent permitted by law, allow Operators access to its own directory information, by means determined by the Licensee, on reasonable and fair terms and on the basis of the cost methodology used in the provision of Interconnection Services from time to time, provided that the Operator undertakes--

(a) to use that directory information only for the purposes of providing directory information services or for routing calls;

(b) to allow the Licensee access to the Operator's own customers on a similar basis; and

(c) not to resell such directory information other than as permitted under the terms of such Operator's licence.

6. SERVICE STANDARDS

6.1 Quality of Service Targets

6.1.1 During the Exclusivity Period, the Licensee shall ensure that the telecommunication services to be provided by it as specified in condition 4.1 shall at least meet the Service Targets set forth in Schedule B. The exact method of calculating the indicators set forth in Schedule B shall be agreed between the Licensee and the Authority.

6.1.2 After the expiration of the Exclusivity Period, at five (5) year intervals the existing Service Targets and the corresponding monetary penalties for failure to achieve such Service Targets shall be reviewed by the Licensee and the Authority and new Service Targets and corresponding monetary penalties for failure to achieve the new Service Targets shall be agreed between the Licensee and the Authority. No monetary penalties shall be imposed on the Licensee for failure to achieve any Service Target with respect to a telecommunication service as of the date when, in the Authority's opinion, the telecommunications industry in the Republic is subject to sufficient competition with respect to that telecommunication service. The new Service Targets shall be implemented during the immediately succeeding five (5) year period.

6.2 Publication of Charges

6.2.1 The Licensee shall publish in the manner described in condition 6.2.2 a notice specifying the charges, or specifying the method which is to be adopted for determining those charges, and other terms and conditions on which it offers--

(a) to provide each telecommunication service by means of the Public Switched Telecommunication Network, where those telecommunication services are required to be provided by the Licensee under this Licence;

(b) to connect to the Public Switched Telecommunication Network any apparatus or any other telecommunication system which is not part of, and is not to be comprised in, the Public Switched Telecommunication Network, where the Licensee's consent to that connection is required by this Licence; and

(c) to maintain, adjust or repair any apparatus forming a part of the Public Switched Telecommunication

Network or any Customer Premises Equipment, in accordance with any obligation of the Licensee to provide that telecommunication service under this Licence;

except in respect of the terms and conditions of any Interconnection Service and except insofar as the Authority may otherwise agree.

6.2.2 Publication of the details referred to in condition 6.2.1 shall be made by--

- (a) sending a copy of the relevant details to the Authority;
- (b) placing the relevant details in every registered office of the Licensee so that it is available for inspection, free of charge, by members of the public, as soon as practicable after sending a copy of them to the Authority in accordance with paragraph (a); and
- (c) sending a copy of the relevant details (or extracts of them as may, in the circumstances, be appropriate) to any person in the Republic who requests a copy.

6.3 Customer Confidentiality

6.3.1 The Licensee shall use its reasonable endeavours to prevent information, other than directory information, about its Customers that it receives in the course of providing telecommunication services to those Customers from being disclosed to third parties or from being used otherwise than for the purpose of providing the telecommunication service, other than that information which may be published or made available pursuant to condition 6.3.2.

6.3.2 Information about Customers may be disclosed by the Licensee to third parties to the extent that it is required--

- (a) in the process of collection of debts owed to the Licensee;
- (b) by the Licensee's auditors for the purpose of auditing the Licensee's accounts;
- (c) by the Licensee's attorneys in connection with any potential, threatened or actual litigation;
- (d) for the purposes of compiling, verifying or auditing any reports, accounts or other information required

under this Licence or under any other licence issued to the Licensee under the Act to be made available by it to the Minister or the Authority, as the case may be; or

(e) where this Licence or the law so permits or requires.

6.3.3 The Licensee shall not monitor or disclose the contents of any communication conveyed over the Public Switched Telecommunication Network except--

(a) where it may be necessary for the purposes of maintaining or repairing any part of the Public Switched Telecommunication Network or monitoring the Licensee's quality of service; or

(b) where requested to do so by a person authorised to make such request by applicable law.

6.4 Billing

6.4.1 The Licensee may determine the content and format of its bills to Customers provided that--

(a) as soon as practicable but in any event no later than the fifth anniversary of the Effective Date the bill reflects the types of service and the units for which charges are made, including, at a minimum, the starting time of each connection, the Number called and the duration and number of units for each call; and

(b) the Licensee retains in its records information sufficient--

(i) to identify for Customers the basis of the amount charged for use of its services; and

(ii) to provide the Authority with an independent quality assurance that the billing process complies with the requirements set forth in paragraph (i).

6.4.2 The Licensee shall maintain in operation Billing Processes to enable the Licensee to comply with the requirements of condition 6.4.1.

6.4.3 The Licensee shall allow, on reasonable notice from the Authority, 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 inspections.

6.5 Assistance and Customer Complaints

The Licensee shall establish efficient procedures that duly take account of the predominant regional 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. These procedures shall also include procedures for dealing with Customer complaints, including, without limitation, a procedure for referring any dispute relating to any such complaints to an affordable independent arbitration procedure, instead of to a court, to the extent that such dispute does not involve a complicated issue of law or a sum greater than such sum as the Authority may from time to time determine. The Licensee's arbitration procedure, including, without limitation, appointment of arbitrators, shall be subject to consultation between the Licensee and the Authority not less than once every five (5) years.

6.6 Code of Practice for Consumer Affairs

The Licensee shall, in consultation with the Authority, prepare and publish not later than six (6) months after the Effective Date or such later date as the Authority may agree, a code of practice (the "Code of Practice") that duly takes account of the predominant regional languages giving guidance to the Licensee's Customers in respect of any disputes with, and complaints from, those Customers relating to the provision of telecommunication services. The Licensee shall consult with the Authority not less frequently than once every three (3) years about the operation of the Code of Practice.

7. PRICE REGULATION

7.1 Rate Filing

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 Public Switched Telecommunication Services that are subject to the rate regime determined pursuant to section 45(2) of the Act (the "Rate Regime"). Such rates shall be filed at least thirty (30) Business Days before the proposed date on which such rates are to become effective in a form specified by the Authority. The Authority may disapprove the proposed rates only if--

- (a) the calculations contain mathematical errors; or
- (b) the terms and conditions violate applicable laws, including, without limitation, policy directions, regulations and the Rate Regime, in a material respect.

Disapproval of the rates by the Authority shall be in writing and subject to the provisions of conditions 13.5. If the Authority does not deliver to the Licensee a notice in writing of disapproval at least fifteen (15) Business Days before the proposed effective date of the rates, the rates shall be deemed approved.

7.2 Extraordinary Tariff Formula Review

During the period of three (3) years following the Effective Date, the Licensee shall monitor and analyse the effects of the Rate Regime and compare actual financial results with a reasonable forecast prepared on the basis of the Rate Regime. If the Licensee can demonstrate, based on its actual results for the period of three (3) years following the Effective Date and its forecasted results for the remainder of the Exclusivity Period, that the existing Rate Regime or any new Rate Regime is reasonably likely to have a materially adverse impact on the Licensee or on the Licensee's ability to fulfill its obligations under this Licence, the Licensee shall have the right to request, only once during the remainder of the Exclusivity Period, that the Authority commence a review of the Rate Regime within thirty (30) days of the request of the Licensee. If such review is instituted, the results of such review shall be, published and delivered to the Licensee together with the Authority's proposals and modifications, if any, not later than ninety (90) days of the request of the Licensee.

Thirty (30) days shall be allowed for interested parties, including the Licensee, to respond to the Authority in writing. Following receipt and due consideration of the written responses, the Authority shall render its decisions with respect to any modifications of the Rate Regime. Such modifications shall reflect a reasonable balancing of the interests of the Licensee's Customers, the Licensee and the shareholders of the Licensee and will not prevent the Licensee from earning revenues sufficient for it to fulfil its obligations under this Licence, including, without limitation, achievement of the Roll-out Targets and the New Line Roll-out Targets, and provided that the Licensee demonstrates that it is operated in a reasonably efficient manner, due consideration shall be given to the overall financial condition of the Licensee and the reasonable expectations of its shareholders. Such modification shall become effective on the first January 1 or July 1 following the Authority's decision, whichever date is earlier but shall be adjusted on a pro rata basis to account for the fact that the new Rate Regime may apply from a date which does not correspond to the period during which the Rate Regime is applied.

Extraordinary Tariff Formula Review

During the period of three (3) years following the Effective Date, the Licensee shall monitor and analyse the effects of the Rate Regime and compare actual financial results with a reasonable forecast prepared on the basis of the Rate Regime. If the Licensee can demonstrate, based on its actual results for the period of three (3) years following the Effective Date and its forecasted results for the remainder of the Exclusivity Period, that the existing Rate Regime or any new Rate Regime is reasonably likely to have a materially adverse impact on the Licensee or on the Licensee's ability to fulfill its obligations under this Licence, the Licensee shall have the right to request, only once during the remainder of the Exclusivity Period, that the Authority commence a review of the Rate Regime within ninety (90) days of the request of the Licensee. If such review is instituted, the results of such review shall be published and delivered to the Licensee together with the Authority's proposals and modifications, if any, not later than ninety (90) days of the request of the Licensee.

8. PREPARATION OF ACCOUNTS

8.1 Subject to condition 8.4, the Licensee shall prepare, in respect of each of its financial years, accounts on an historic and a current cost basis in respect of--

(a) the Licensee's Retail Activities; and

(b) the Licensee's Wholesale Activities,

(together the "Regulatory Accounts").

8.2 The Licensee shall establish the Regulatory Accounts in accordance with the Chart of Accounts and the Cost Allocation Manual.

8.3 The Licensee shall prepare sufficient accounting and reporting arrangements to enable it to comply with this condition.

8.4 The Licensee shall not be required to prepare Regulatory Accounts in accordance with this condition until it has put in place the necessary accounting and management information systems which will enable it to do so. The Licensee shall put such systems in place by the fifth anniversary of the Effective Date, provided that Licensee shall not be required to do anything under this condition which would impose an undue burden on the Licensee having regard to its obligations under the remaining conditions of this Licence.

8.5 The Licensee shall, if requested by the Authority to do so, procure in respect of each set of Regulatory Accounts an audit report by the Licensee's auditors in which they will state whether in their opinion the Regulatory Accounts comply with the Chart of Accounts and the Cost Allocation Manual, and fairly present the assets, liabilities, revenues, and expenses in respect of the Licensee's Retail Activities and Wholesale Activities.

8.6 The Licensee shall send a copy of each set of Regulatory Accounts to the Authority within twenty (20) Business Days of the completion of the audit referred to in condition 8.5 or, if no audit is requested by the Authority pursuant to that condition, within three (3) months of the end of the relevant financial year.

8.7 The Chart of Accounts and the Cost Allocation Manual may be changed as agreed from time to time by the Licensee and the Authority and the Licensee shall be entitled to a

reasonable period within which to implement any such changes. Until such time as the initial Chart of Accounts and the Cost Allocation Manual are agreed between the Licensee and the Authority audited annual financial statements shall be prepared in accordance with generally accepted accounting principles, consistently applied.

(a) the Licensee's Retail Activities; and

(b) the Licensee's Wholesale Activities.

(together the "Regulatory Accounts").

The Licensee shall establish the Regulatory Accounts in accordance with the Chart of Accounts and the Cost Allocation Manual.

The Licensee shall ensure sufficient accounting and reporting arrangements to enable it to comply with this condition.

The Licensee shall not be required to prepare Regulatory Accounts in accordance with this condition until it has put in place the necessary accounting and management information systems which will enable it to do so. The Licensee shall put such systems in place by the fifth anniversary of the Effective Date, provided that the Licensee shall not be required to do anything under this condition which would impose an undue burden on the Licensee having regard to the obligations under the remaining conditions of this License.

The Licensee shall, if requested by the Authority to do so, procure in respect of each set of Regulatory Accounts an audit report by the Licensee's auditors in which they will state, whether in their opinion the Regulatory Accounts comply with the Chart of Accounts and the Cost Allocation Manual, and fairly present the assets, liabilities, revenues, and expenses in respect of the Licensee's Retail Activities and Wholesale Activities.

The Licensee shall send a copy of each set of Regulatory Accounts to the Authority within twenty (20) Business Days of the completion of the audit referred to in condition 8.5. If no audit is requested by the Authority pursuant to that condition, within three (3) months of the end of the relevant financial year.

The Chart of Accounts and the Cost Allocation Manual may be changed as agreed from time to time by the Licensee and the Authority and the Licensee shall be entitled to a

9. FAIR TRADING

9.1 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--

(a) the provision of any telecommunication services (including, without limitation, maintenance services) in accordance with any obligations imposed by this Licence;

(b) the connection of Approved Equipment to the Public Switched Telecommunication Network;

(c) the granting of permission to connect any Operator's telecommunication system with the Public Switched Telecommunication Network in accordance with section 43 of the Act and the guidelines contemplated thereunder; and

(d) the quality and terms of any Interconnection Services provided by the Licensee to an Operator under any agreement between them.

9.2 The Licensee may be deemed to have shown undue preference or undue discrimination as described in condition 9.1 if the Authority determines that it unfairly favours to a material extent any business carried on by it so as to place at a significant competitive disadvantage persons lawfully competing with that business.

9.3 The Licensee shall not, without the consent of the Authority, make--

(a) the acquisition from any person in the Republic by the Licensee or any of its Wholly-owned Subsidiaries, or

(b) the provision of services by any person in the Republic to the Licensee or any of its Wholly-owned Subsidiaries,

with respect to any telecommunication services or apparatus, conditional upon agreement that those services and apparatus shall be supplied exclusively to the Licensee.

9.4 Condition 9.3 shall not apply with respect to the supply of any telecommunication services or apparatus where--

- (a) the Licensee or any of its Wholly-owned Subsidiaries holds any Intellectual Property Right in that telecommunication service or apparatus; or
- (b) the telecommunication apparatus is distinguishable by its external appearance, or by any marking or similar feature, from other telecommunication apparatus of the same type, and is intended, by virtue of those distinguishing features, to be associated with the Licensee or its Wholly-owned Subsidiary;
- (c) the Licensee, or any of its Wholly-owned Subsidiaries, makes available research, design or development work, or agrees to finance that work on condition that the telecommunication service or apparatus concerned shall be exclusively supplied to it; or
- (d) the Licensee has an exclusive right to supply the telecommunication service or apparatus concerned.

For the purpose of this condition, "Intellectual Property Right" includes, without limitation, patents, trademarks, designs, know-how, copyright and other trade secrets, and all rights or forms of protection of a similar nature.

9.5 The Licensee shall not make it a condition of--

- (a) providing any telecommunication service in the Republic by means of the Public Switched Telecommunication Network;
- (b) supplying any telecommunication apparatus in the Republic for connection to the Public Switched Telecommunication Network; or
- (c) connecting any telecommunication apparatus or system in the Republic to the Public Telecommunication 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.

9.6 This condition shall not prevent the Licensee from--

- (a) imposing any terms and conditions as are permitted under section 43 of the Act and the guidelines contemplated thereunder;
- (b) where it supplies as part of the same transaction, or related series of transactions, offering discounts based on term commitments or commitments for multiple services or for purchasing two or more telecommunication services which are of a similar type (or so related as to permit economies of scale where they are provided together), or for purchasing two or more items of telecommunication apparatus, offering quantity discounts or from offering more favourable terms and conditions in respect of those telecommunication services or apparatus; and
- (c) imposing any other conditions with respect to the provision or supply all the telecommunication services or apparatus, or connection of the telecommunication system or apparatus, referred to in condition 9.5 as are reasonably incidental to such provision, supply or connection or as may otherwise be agreed by the Authority.

9.7 The Licensee will not unfairly cross-subsidise its charges for any telecommunication services in respect of which the Licensee does not have an exclusive right to provide pursuant to condition 3. For the avoidance of doubt, nothing in this Licence shall prohibit the Licensee from investing in any services in respect of which the Licensee does not have an exclusive right to provide pursuant to condition 3, any net revenues or earnings received by it from any of its telecommunication services.

9.8 Nothing in this Licence shall prevent the Licensee from operating a system of differential charging for any of its telecommunication services or for any other activities carried on by it unless the Authority determines otherwise. If the Licensee desires to operate such a system it shall inform the Authority in writing at least one (1) month before such a system becomes operative of the basis on which such a system may operate.

9.9 Any question relating to whether any act done or course of conduct pursued by the Licensee amounts to undue preference or undue discrimination as described in condition 9.1 shall be determined by the Authority, but nothing done in any matter by the Licensee shall be regarded as undue preference or undue discrimination for the purposes of this condition if, and to the extent that, the

Licensee is required or permitted to do the relevant matter or thing in such manner by or under any provision of this Licence or the Act.

(b) where it supplies as part of the same transaction, or related series of transactions, offering discounts based on term commitments or commitments for multiple services or for purchasing two or more telecommunication services which are of a similar type (or so related as to permit economies of scale where they are provided together), or for purchasing two or more items of telecommunication apparatus, offering quantity discounts or from offering more favourable terms and conditions in respect of those telecommunication services or apparatus; and

(c) imposing any other conditions with respect to the provision or supply of the telecommunication services or apparatus or connection of the telecommunication system or apparatus, referred to in condition 9.5 as are reasonably incidental to such provision, supply or connection or as may otherwise be agreed by the Authority.

The licensee will not unfairly cross-subsidise its charges for any telecommunication services in respect of which the licensee does not have an exclusive right to provide pursuant to condition 3. For the avoidance of doubt, nothing in this licence shall prohibit the licensee from investing in any services in respect of which the licensee does not have an exclusive right to provide pursuant to condition 3, any net revenues or earnings received by it from any of its telecommunication services.

Nothing in this licence shall prevent the licensee from operating a system of differential charging for any of its telecommunication services or for any other activities carried on by it unless the Authority determines otherwise. If the licensee desires to operate such a system it shall inform the Authority in writing at least one (1) month before such a system becomes operative of the basis on which such a system may operate.

Any question arising as to whether any act done or course of conduct pursued by the licensee amounts to undue preference or undue discrimination as described in condition 9.4 shall be determined by the Authority, but nothing done in any matter by the licensee shall be regarded as undue preference or undue discrimination for the purposes of this condition if, and to the extent that,

10. NUMBERING PLAN

10.1 The Licensee may continue to operate and apply any Numbering Plan operated and applied by it immediately before the Effective Date (the "Initial Numbering Plan"), unless and until the Authority prescribes a new Numbering Plan amending or replacing the Initial Numbering Plan.

10.2 Prior to any new Numbering Plan being prescribed by the Authority, the Licensee and the Authority shall from time to time consult with each other with respect to--

- (a) the arrangements for the allocation and re-allocation of Numbers within the Initial Numbering Plan (or existing Numbering Plan, as the case may be); and
- (b) any developments of, additions to, or replacements of the Initial Numbering Plan (or existing Numbering Plan, as the case may be).

10.3 Before publishing any Numbering Plan which the Authority proposes to prescribe (or any regulations to prescribe any Numbering Plan) or making any changes with respect to any Numbering Plan (together the "Numbering Proposals") the Authority shall consult with the Licensee with respect to the Numbering Proposals so as to ensure that--

- (a) the Numbering Proposals will allow sufficient Numbers to be made available to the Licensee, having regard to the expected growth and demand for telecommunication services, for a Number to be allocated without undue delay;
- (b) the Numbering Proposals will enable Numbers to include as few digits as practicable, and ensure that their allocation does not confer an undue disadvantage on any Operator;
- (c) the cost of changing any of the Public Switched Telecommunication Network in order to accommodate the Number Proposals is kept within reasonable limits; and
- (d) any inconvenience caused by implementation of the Numbering Proposals to the Licensee, and to persons using the Public Switched Telecommunication Network, in respect of which Numbers have previously been allocated, is, in the Authority's opinion, minimised.

10.4

The Licensee shall not charge any person for a Number which is allocated to that person (other than a Number allocated to a person who is not an Operator, at the request of such a person) but nothing in this condition shall preclude the Licensee from recovering from an Operator the reasonable cost of allocating a Number and carrying out any change to the Public Switched Telecommunication Network, that is necessary for the purpose of emitting messages to be sent to a Number allocated to that person, and any reasonable cost arising from that change.

- (a) the arrangements for the allocation and re-allocation of Numbers within the Initial Numbering Plan (or existing Numbering Plan, as the case may be); and
- (b) any developments of additions to or replacements of the Initial Numbering Plan (or existing Numbering Plan, as the case may be).

Before publishing any Numbering Plan which the Authority proposes to prescribe (or any regulations to prescribe any Numbering Plan) or making any changes with respect to any Numbering Plan (together the "Numbering Proposals") the Authority shall consult with the Licensee with respect to the Numbering Proposals so as to ensure that—

- (a) the Numbering Proposals will allow sufficient Numbers to be made available to the Licensee, having regard to the expected growth and demand for telecommunication services, for a Number to be allocated without undue delay;
- (b) the Numbering Proposals will enable Numbers to include as few digits as practicable, and ensure that their allocation does not confer an undue disadvantage on any Operator;
- (c) the cost of changing any of the Public Switched Telecommunication Network in order to accommodate the Number Proposals is kept within reasonable limits; and
- (d) any inconvenience caused by implementation of the Numbering Proposals to the Licensee, and to persons using the Public Switched Telecommunication Network in respect of which Numbers have previously been allocated, is, in the Authority's opinion, minimised.

11. PROVISION OF INFORMATION

11.1 The Licensee shall submit to the Authority within four (4) months after the end of each financial year a report, certified by an appropriately qualified independent auditor, which sets out the extent to which the Licensee has, during the financial year in relation to which the report is submitted, met the targets and requirements contained in the Roll-out Targets and in the Service Targets with respect to that financial year. If the Exclusive Period is extended pursuant to condition A.2 such report shall be submitted within four (4) months after the end of the sixth month of Year Six (as such term is defined in condition A.6.3(e)).

11.2 The Authority shall, at the written request of the Licensee, use its reasonable endeavours to ensure that all or any part of the report referred to in condition 11.1 reasonably justifying confidentiality, such as commercially sensitive or proprietary information relating to the financial capacity or business plans of the Licensee trade secrets, shall not be open to public inspection or disclosed to any third party.

12.

REVOCATION

This Licence may be revoked by the Authority at any time by ninety (90) days notice in writing given to the Licensee at its registered office in any of the following circumstances:

- (a) If the Licensee agrees in writing with the Authority that this Licence should be revoked;
- (b) if the Licensee repeatedly fails to comply with an order by the Authority under section 100(3) of the Act (which order has not been set aside by, or is not the subject to proceeding before, a court as referred to in section 100 (4) of the Act) and such failure is not rectified within ninety (90) days after the Authority has notified the Licensee in writing; or
- (c) if the Licensee is placed in final liquidation or under a provisional or final judicial management order.

13. GENERAL CONDITIONS

13.1 Validity and Effective Term

13.1.1 This Licence shall come into effect on the Effective Date and shall remain valid for a period of twenty-five (25) years from that date unless revoked in terms of condition 12.

13.2 Transferability

13.2.1 The Licensee may not transfer or encumber any of its rights under this Licence without the prior written consent of the Authority.

13.2.2 The Licensee may not, through sale or pledge of assets, through contracts or otherwise, render itself incapable of performing its obligations under this Licence. The Licensee will be required to take all necessary action to ensure the continuous and uninterrupted right to use of any personal and real property which it uses as collateral for secured loans.

13.2.3 A substantial ownership interest in, or control (whether *de jure* or *de facto*) of, the Licensee shall not be transferred or assigned without prior notification to the Authority in writing.

13.3 Licence Fees

The Licensee shall on each anniversary of the Effective Date pay to the Authority a licence fee equal to 0.1 % of the Licensee's annual revenues generated from the provision of Public Switched Telecommunication Services.

13.4 Limitations

13.4.1 Nothing which the Licensee may do, or omit to do, after the Effective Date shall constitute a breach of any provision of this Licence, to the extent that the Licensee is obliged to do, or to omit to do so, as the case may be, that thing under the terms of any enactment, determination, guideline, rule, regulation or other legislation or any license held by it under the Act.

13.4.2 The Licensee shall have no liability for any failure or delay in complying with any provision of this Licence if, and to the extent and for so long as, that compliance is prevented or substantially hindered by any act of God, flood, fire, tempest, severe weather conditions, war (whether declared or not), civil disturbances, revolution, riot, insurrection,

other natural disasters, act of terrorism, sabotage, other public emergencies or any other cause whatsoever which is substantially beyond the control of the Licensee; *provided, however*, that the Licensee may, as a matter of right, seek to demonstrate that such a cause substantially beyond the control of the Licensee has occurred as a result of any act of government or a strike or labour dispute.

13.4.3

The Licensee shall not have any obligation under this Licence to supply any apparatus, provide any telecommunication service, or permit any connection to the Public Switched Telecommunication Network, or to permit the continued connection to the Public Switched Telecommunication Network, of any telecommunication apparatus, or telecommunication system, if the person requesting the same--

(a) has not entered into, or refused to enter into, a contract with the Licensee for those purposes (other than through the unreasonable refusal of the Licensee to agree the terms of that contract);

(b) is or is likely to become--

(i) in breach of any contract with the Licensee for those purposes; or

(ii) in default of any liability owed to the Licensee in respect of that contract;

(c) is using, or permitting the use of, telecommunication apparatus or telecommunication services so supplied or provided, for any illegal purpose, or has done so in the past and is likely, in the Authority's opinion, to do so again; or

(d) has obtained, or attempted to obtain, any telecommunication apparatus, telecommunication service from the Licensee by corrupt, dishonest or illegal means at any time.

13.5 Reconciliation Procedure

Before making--

(a) an amendment to this Licence (to the extent permitted under this Licence or in accordance with the Act); or

(b) any determination or decision, or giving or refusing to give its consent under the terms of this Licence, including without limitation, in respect of--

- (i) any matter which is subject to the opinion or satisfaction of the Authority or the Minister, as the case may be; or
- (ii) any matter for which the mutual agreement of the Authority and the Licensee is required but about which they are unable to agree;

the Authority or the Minister, as the case may be, shall consult with the Licensee. In each case, the Authority or the Minister, as the case may be, shall notify the Licensee of the proposed determination or decision or consent or refusal of consent, as the case may be, and its reasons for its proposal, and shall give the Licensee an opportunity to make representations, at a public hearing or otherwise. When making a determination or decision, or giving or refusing to give its consent, the Authority or the Minister, as the case may be, shall give reasons and supporting evidence where available in each case which are sufficient to give the Licensee a reasonable understanding of the proposed determination or decision, as the case may be. The Authority or the Minister, as the case may be, shall make every effort to conduct all reconciliation proceedings promptly.

13.6 Amendment of Certain Obligations

If a proposed amendment to this Licence relates to universal access or universal service obligations, including, without limitation, any of the Roll-out Targets or New Line Roll-out Targets, contemplated in section 36(2) or section 48(1)(a) of the Act, this Licence may be amended only with the concurrence of the Licensee.

SCHEDULE A**ROLL-OUT TARGETS**

A.1 Subject to the provisions of this Licence, including, without limitation, condition 4.5, the Licensee shall be required to meet the Roll-out Targets and New Line Roll-out Targets set forth in the tables contained in this Schedule A. The Roll-out Targets and New Line Roll-out Targets shall be measured in each case as at the end of the relevant financial year; *provided, however*, the Roll-out Targets and New Line Roll-out Targets for the first relevant financial year shall be pro-rated from the Effective Date. For the avoidance of doubt, any new Exchange Line brought into service in a relevant financial year in respect of the Roll-out Targets and the New Line Roll-out Targets, if disconnected in accordance with condition 13.4.3, shall be discounted from the measurement referred to in this condition.

A.2 Total Target Incentive

A.2.1 If by the fourth anniversary of the Effective Date, the Licensee has exceeded ninety percent (90%) of the cumulative five (5) year Total Line Target and eighty percent (80%) of the cumulative five (5) year Under-served Line Target, the Licensee shall be entitled, on its request, to be made to the Authority in writing within four (4) months of the end of Year Four, to an extension of the Exclusivity Period for a further and final year up to and including the sixth anniversary of the Effective Date on the condition that the Licensee's cumulative five (5) year Total Line Target is increased to a total of three million (3,000,000) new Exchange Lines and the Licensee's cumulative five (5) year Under-served Line Target is increased in the same proportion that the Licensee's cumulative five (5) year Total Line Target is increased; *provided, however*, if the Licensee requests an additional six (6) month period within which to achieve the revised cumulative five (5) year Total Line Target and Under-served Line Target, any penalties that may be payable will be assessed only if the Licensee fails to achieve the revised cumulative five (5) year Total Line Target and Under-served Line Target by the end of the sixth month of Year 6 (as such term is defined in condition A.6.3(e)).

A.2.2

Following the making of any such request by the Licensee in accordance with condition A.2.1, this Licence shall thereupon automatically be read and construed and take effect as if it had, with effect from the making of such request, been amended to the extent necessary to reflect

both the extension and increases referred to in condition A.2.1. The Authority shall, as soon as is reasonably practicable following receipt of any such request, publish details of such amendments to this Licence in the *Gazette* and shall, on the request of the Licensee, cause an amended version of this Licence, which incorporates such amendments, to be duly issued to the Licensee.

A.3 Penalties for Failure to Achieve the Total Line Target and Under-serviced Line Target

A.3.1 Except as provided in condition A.5, if the Licensee fails to achieve the Total Line Target or Under-serviced Line Target in respect of a financial year, the Licensee shall pay the respective penalties specified in conditions A.3.2 and A.3.3.

A.3.2 If the Licensee fails to achieve the Total Line Target, the Licensee shall pay a penalty of R450 for each of the first one hundred thousand (100,000) Exchange Lines missed and R900 for each additional Exchange Line missed.

A.3.3 If the Licensee fails to achieve the Under-serviced Line Target, the Licensee shall pay a penalty of R225 for each of the first one hundred thousand (100,000) Exchange Lines required to be brought into service in Under-serviced Areas but missed and R450 for each additional Exchange Line missed.

A.4 Penalties for Failure to Achieve the Priority Customer Target, Public Pay-telephone Target and Village Target

A.4.1 Except as provided in condition A.5, if the Licensee fails to achieve any of the Priority Customer Targets, Pay-telephone Targets or Village Targets, the Licensee shall pay the penalties specified in conditions A.4.2, A.4.3 and A.4.4.

A.4.2 If the Licensee fails to achieve the Priority Customer Target, the Licensee shall pay a penalty of R4500 for each Exchange Line missed, except for Schools, for which the Licensee shall pay a penalty of R900 for each Exchange Line missed.

A.4.3 If the Licensee fails to achieve the Public Pay-Telephone Target, the Licensee shall pay a penalty of R2 250 for each Public Pay-telephone missed.

A.4.4 If the Licensee fails to achieve the Village Target, the Licensee shall pay a penalty of R1 125 for each Village missed.

A.5 Penalty Mitigation

A.5.1 The penalties for failure to achieve the Total Line Target or the Under-served Line Target, as the case may be, shall be adjusted in accordance with the following conditions:

(a) If the sum of the number of Exchange Lines brought into service in order to achieve the Total Line Target or Under-served Line Target, as the case may be, as measured at the end of a financial year: *plus* the net increase in Outstanding Demand in such financial year:

(i) is less than such Total Line Target or Under-served Line Target, as the case may be, then penalties shall be payable only in respect of the net increase in Outstanding Demand; or

(ii) is greater than such Total Line Target or Under-served Line Target, as the case may be, then there is no penalty mitigation and penalties shall be payable in accordance with conditions A.3 and A. 6;

(b) If the sum of the number of Exchange Lines brought into service in order to achieve the Total Line Target or Under-served Line Target, as the case may be, as measured at the end of the financial year *minus* the net decrease in Outstanding Demand in such financial year, is less than such Total Line Target or Under-Served Line Target, as the case may be, then no penalties shall be payable.

A.5.2 Except in respect of condition A.5.4, no penalty shall be payable in respect of the Total Line Target or the Under-served Line Target, as the case may be, if in any relevant financial year the number of missed Exchange Lines is fewer than ten thousand (10 000).

A.5.3 If, when the Census Data becomes available, it evidences a lower number of any category of Priority Customers or Villages, as the case may be, than was presupposed in calculating the Priority Customer Target or the Village Target as set forth in Schedule D, the Licensee and the Authority shall agree to a proportionate decrease of the Priority Customer Target or Village Target, as the case may

be, that is consistent with such Census Data. The Priority Customer Target or Village Target, as the case may be, shall not be increased if the Census Data evidences a higher number of any category of Priority Customers or Villages than was presupposed in calculating the Priority Customer or the Village Target, as the case may be.

A.5.4 The New Line Roll-out Targets shall be adjusted in accordance with the following conditions:

- (a) Within one hundred and twenty (120) days of the Effective Date, the Licensee shall deliver to the Authority a Statement of Intended Use of Spectrum, which shall contain:
 - (i) the indicated principles to be applied in detailed planning to achieve:
 - (aa) efficient telecommunications network design principles that are expected to serve approximately sixty percent (60%) of the New Line Roll-out Target through utilisation of Wireless Local Loop technology or point-to-point or multi-point technology necessary to support utilisation of such Wireless Local Loop technology;
 - (bb) efficient and effective use of Spectrum as required by the Republic's international obligations as a council member of the ITU;
 - (ii) the indicated interdependencies that will affect final plans;
 - (iii) the indicated application of each Spectrum assignment provided, including:
 - (aa) Spectrum;
 - (bb) bandwidth;
 - (cc) nature of bandwidth occupancy (i.e., shared, exclusive, capped);
 - (dd) availability of Spectrum and bandwidth;
 - (ee) various usage categories (i.e., rural, urban, point-to-point, point-to-multi-point); and

- (iv) the New Line Roll-out Targets on a provincial basis, such information to be provided only for the purpose of mitigating the New Line Roll-out Targets and corresponding penalties as contemplated in condition A.5.4(b)(i).
- (b) If, by 30 September 1997 and thereafter on each 31 December, 31 March, 30 June and 30 September for the remainder of the Exclusivity Period, any Spectrum as set forth in the Statement of Intended Use of Spectrum is or remains unavailable to the Licensee as and when requested by the Licensee in the Statement of Intended Use of Spectrum:
- (i) in no more than a single province, the New Line Roll-out Target with respect to such province, as indicated pursuant to condition A.5.4(a)(iv), for the relevant financial year shall, subject to condition A.5.4(c), be reduced by one hundred percent (100%);
- (ii) in two (2) or more provinces (at least one of which is neither the province of Mpumalanga or Northern Cape), provided that, for the purpose of this condition, a province shall so qualify if the Licensee can demonstrate to the reasonable satisfaction of the Authority that more than two percent (2%) of the households in a relevant province cannot be served because of the unavailability of such Spectrum:
- (aa) the nationwide New Line Roll-out Target for the relevant financial year shall, subject to condition A.5.4(c), be reduced by fifty percent (50%), and
- (bb) penalties shall only be imposed in respect of any Exchange Line of Public Pay-telephone, as the case may be, missed below the New Line Roll-out Target as reduced by fifty per cent (50%) in accordance with paragraph (aa);
- (c) If the necessary Spectrum becomes available during a financial year, the New Line Roll-out Targets will be restored to their original level with effect from the beginning of the quarter of the calendar year immediately following the quarter within which such Spectrum becomes available so that the New Line Roll-out Target for the financial year shall be the aggregate of:

- (i) the proportion of the New Line Roll-out Target for each quarter in that financial year in respect of which the Spectrum was unavailable less one hundred percent (100%) in the case of A.5.4(b)(i) or fifty percent (50%) in the case of A.5.4(b)(ii); and
- (ii) the proportion of the New Line Roll-out Target for each quarter in that financial year in respect of which the Spectrum was available;
- (d) Any deficit or surplus calculated in relation to any New Line Roll-out Target reduced in accordance with condition A.5.4(b) in the relevant financial year shall be carried forward in a manner consistent with condition A. 6.3.

A.6 Payment of Penalties

A.6.1 Any and all monetary penalties, which shall be denominated in Rand, shall be adjusted annually for inflation by taking account of any increase in the Consumer Price Index over the immediately preceding financial year.

A.6.2 Any and all monetary fines shall be paid when due in immediately available funds to the National Revenue Fund.

A.6.3 Monetary penalties relating to the Total Line Target and the Under-serviced Line Target shall be calculated by the Authority for each financial year but such penalties, together with interest accrued at the Applicable Interest Rate as of 30 September of the year in which such failure was reported pursuant to condition 11, will only become due and payable as follows:

- (a) If the Licensee fails to achieve the Total Line Target or Under-serviced Line Target, as the case may be, for Year One, such deficit shall be carried forward into Year Three and the applicable monetary penalty shall become payable at the end of Year Three only to the extent that such deficit has not been offset by an accumulated surplus created with respect to one or both of Year Two and Year Three;
- (b) If the Licensee fails to achieve the Total Line Target or Under-serviced Line Target, as the case may be, for Year Two, such deficit shall be carried forward into Year Three and the applicable monetary penalty shall become payable at the end of Year Three only to the extent that such deficit has not been offset by an accumulated surplus created with respect to Years One through Three;

- (c) If the Licensee fails to achieve the Total Line Target or Under-serviced Line Target, as the case may be, for Year Three, such deficit shall be carried forward into Year Four and the applicable monetary penalty shall become payable at the end of Year Four only to the extent that such deficit has not been offset by an accumulated surplus created with respect to Years One through Four;
- (d) If the Licensee fails to achieve the Total Line Target or Under-serviced Line Target, as the case may be, for Year Four, such deficit shall be carried forward into Year Five and the applicable monetary penalty shall become payable at the end of Year Five only to the extent that such deficit has not been offset by an accumulated surplus created with respect to Years One through Five;
- (e) If the Licensee fails to achieve the Total Line Target or Under-serviced Line Target, as the case may be, for Year Five the applicable monetary penalty shall be payable at the end of Year Five to the extent that such deficit has not been offset by an accumulated surplus created with respect to Years One through Five;
- (f) If the Licensee requests an extension of the Exclusivity Period pursuant to condition A.2.1, monetary penalties applicable to the revised cumulative five (5) year Total Line Target and Under-serviced Line Target shall be calculated and become payable at the end of the sixth month of Year Six only to the extent such deficit has not been offset by an accumulated surplus created with respect to Years One through Five.
- (g) For the purposes of paragraphs (a) through (f) "Year One" shall mean the first financial year to follow, and pro rated from, the Effective Date and "Year Two", "Year Three", "Year Four", "Year Five" and "Year Six" shall refer to each subsequent financial year.

A.6.4 Any and all monetary penalties payable in accordance with A.6.3 shall be due six (6) months following the end of the relevant financial year in which such monetary penalties become payable, except that any or all monetary penalties payable in accordance with paragraph (f) shall be due at the end of the financial year in which such failure was reported pursuant to condition 11.

A.6.5 Any and all amounts that are not paid when due and owing shall be paid with interest at the Overdue Interest Rate.

(ROLL-OUT TARGETS AND NEW LINE ROLL-OUT TARGETS)

CATEGORY	1997/8 Year 1	1998/9 Year 2	1999/0 Year 3	2000/1 Year 4	2001/2 Year 5	Total Year 1-5	
1. Total number of new access lines (000) brought into service (excluding public phone lines)	340	435	575	675	665	2,690	Total Line Target
2. Number of new access lines (000) in Under-served Areas (included in 1)	265	318	359	357	378	1,676	Under-served Line Target
3. Number of new access lines for Priority Customers (included in 1 and 2)	3,240	3,845	4,055	5,060	4,046	20,246	Priority Customer Target
4. Number of Villages served in Under-served Areas (included in 1 and 2)	510	610	640	800	644	3,204	Village Target
5. Total number of Public Payphones (000) (not included in 1 and 2)	20	25	25	25	25	120	Public Payphone Target
6. Number of Replacement Lines (000) (not included in 1)	20	13	65	551	603	1,252	Replacement Line Target

SCHEDULE B**SERVICE TARGETS**

B.1.1 Subject to the provisions of this Licence, the Licensee shall be required to meet the annual quality of service targets (each a "Service Target;" together the "Service Targets") set forth in Table II in this Schedule B. For the avoidance of doubt, failure to achieve a particular Service Target shall be measured as a percentage of the relevant number or percentage, as the case may be, specified in Table II.

B.2.1 **Monetary Penalties for Failure to Achieve Service Targets (A to J Inclusive)**

B.2.1.1 Monetary penalties for failure to achieve the Service Targets (except for Service Targets relating to reduction of the Existing Waiting List) will be assessed annually by the Authority on the following basis:

TABLE I			
Number of Service Targets Failed in Relevant Financial Year	Penalty for Failure to Achieve each Service Target by Margin of Failure		
	Margin of Failure		
	Category A ≤ 5%	Category B > 5% and ≤ 10%	Category C > 10%
1	0	R90,000	R300,000
2 to 3	0	R270,000	R700,000
4 to 6 (inclusive)	R270,000	R630,000	R1,500,000
> 6	R360,000	R1,125,000	R2,500,000

B.2.1.2 For each relevant financial year, monetary penalties shall be calculated as the product of the number of Service Targets failed and the monetary penalty corresponding to (a) the number of Service Targets failed in the relevant financial year and (b) the category of margin of failure or, where the Service Targets are failed in more than one category of margin of failure, as the sum of such products.

B.2.2 **Monetary Penalties for Failure to Achieve the Service Targets (K to M inclusive) relating to Reduction of the Existing Waiting List**

B.2.2.1 Monetary penalties for failure to achieve the Service Targets relating to reduction of the Existing Waiting List will be assessed on the following basis:

- (a) if the Licensee fails by a margin of greater than ten percent (10%) to achieve any such Service Target by the date specified in Table II, the Licensee shall pay a monetary penalty of R1,125,000 for each Service Target missed.

B.3 Transfer from Waiting List to Customer Pipeline

B.3.1 After the dates specified for reduction of the Existing Waiting List any remaining applicants shall be automatically and immediately transferred to the New Waiting List.

B.3.2 After expiration of the Exclusivity Period any applicants remaining on the New Waiting List shall be automatically and immediately transferred to the Customer Pipeline.

B.4 Payment of Penalties

B.4.1 Any and all monetary penalties, which shall be denominated in Rand, shall be adjusted annually for inflation by taking account of any change in the Consumer Price Index over the immediately preceding financial year.

B.4.2 Any and all monetary penalties, which shall be calculated by the Authority, shall be paid when due in immediately available funds to the Universal Service Fund. The Licensee shall be required to make payment of any and all monetary penalties in respect of the relevant financial year no later than the end of the relevant calendar year in which the end of the relevant financial year falls.

B.4.3 Any and all amounts that are not paid when due and owing shall be paid with interest at the Overdue Interest Rate.

B.4.4 If within twelve (12) months after the Effective Date the Licensee can demonstrate to the satisfaction of the Authority that the information presupposed in calculating the Service Targets set forth in this Schedule E was substantially inaccurate, the Licensee and the Authority, if requested by the Licensee, shall agree only once during the Exclusivity Period to a proportionate decrease of the Service Targets that is consistent with the information provided by the Licensee.

TABLE II					
INDICATORS	1997/98	1998/99	1999/2000	2000/01	2001/02
I. Customer fault reports per 1 000 lines per annum (excluding faults to Customer Premises Equipment and internal wiring):					
A. Business customers	580	530	470	415	370
B. Residential customers	600	550	490	440	390
II. Percentage of faults cleared within 48 hours (excluding Faults due to Customer Premises Equipment and internal wiring):					
C. Business customers	87%	90%	92%	94%	97%
D. Residential customers	80%	83%	86%	88%	90%
III. Serviceability of Public Pay-telephones (excluding bureaux and Renters):					
E. Coin phones	90%	90%	90%	90%	90%
F. Card phones	95%	95%	95%	95%	95%
IV. Customer Pipeline: Percentage of orders met within a specified number of days:					
<i>Business customers (commercial and corporate):</i>					
G. % orders met in 28 days	68%	75%	81%	86%	90%
H. % orders met in 90 days	92%	94%	96%	97%	98%
<i>Residential customers:</i>					
I. % orders met in 28 days	62%	68%	73%	77%	80%
J. % orders met in 120 days	92%	94%	96%	97%	98%
V. Percentage Reduction of Existing Waiting List:					
<i>Business customers:</i>					
K. 100% reduction		31/10/98			
<i>Residential customers:</i>					
L. 100% reduction			31/10/99		
<i>Pay-telephones (Renters):</i>					
M. 100% reduction		31/10/98			

SCHEDULE C**CREDIT REFERENCING GUIDELINES****C.1 Aims**

The aim of the credit referencing procedure is to provide an effective and efficient means of enabling the Licensee to manage, objectively, the risk of applicants for telephone service defaulting on payment of their telephone bills and to promote and facilitate the universal and affordable provision of telecommunication services.

C.2 General Principles

The Licensee's credit referencing procedure shall comply with the following general principles:

- (a) Be fit for purpose, effective and efficient;
- (b) conform to best international practice;
- (c) be applied in a non-discriminatory manner;
- (d) be applied uniformly and consistently across the Republic but in a manner that duly takes account of the needs and status of different economic and social groups
- (e) be managed and operated in a professional manner by appropriately trained personnel;
- (f) provide transparency in terms of its application and results;
- (g) not delay the processing of applicants' requests for service;
- (h) ensure that the data used is accurate and up-to-date;
- (i) be reviewed and, where appropriate, revised at least annually; and
- (j) ensure the adequate protection of the data used and derived.

C.3 Specific Principles

C.3.1 Principles of Operation:

- (a) The Licensee should ensure that—
 - (i) training and operating procedures are fully and properly documented;
 - (ii) all staff using the procedures are appropriately trained;
 - (iii) care is exercised to ensure that all information is correctly entered (periodic monitoring of the input process should be carried out);
- (b) The Licensee should use control mechanisms appropriate to the assessment method to ensure that—
 - (i) the system is operating efficiently and accurately;
 - (ii) the system is achieving its objectives; and
 - (iii) the system complies with the principles set out in this document.
- (c) The Licensee should—
 - (i) periodically revalidate any generic scorecard system employed to ensure its on-going applicability to applicant groups; and
 - (ii) apply appropriate statistical techniques when adjustments are required to scorecards.

C.3.2 Principles of Decision-making:

- (a) The Licensee must ensure that—
 - (i) its procedures or decisions do not adversely discriminate on the grounds of sex, race, religion or colour. Any other factors considered should comply with all relevant legislation. Particular attention should be paid to (i) the common law right of privacy and (ii) the constitutional requirement for Parliament to pass legislation that will address historical discrimination on the ground, *inter alia*, of sex, race, religion and colour. In addition, attention should be paid to

the following Acts of Parliament, or regulations made under these Acts by any bodies or commissions given statutory power by these Acts—

(aa) the Credit Agreement Act;

(bb) the Usuary Act; and

(cc) the Limitation on Penalty Provisions Act.

C.3.3 In addition to credit scoring, the factors taken into account may include—

(i) verification of identity;

(ii) validation of application details;

(iii) applicants' income and existing commitments;

(iv) credit reference agency information; and

(v) the Licensee's own prior experience relevant to the application.

C.3.4 Information to Applicants:

(a) The Licensee is encouraged to tell applicants, at the outset, that credit referencing/risk assessment techniques are being applied. If an applicant asks whether such techniques will be or are being used then they must be informed of that fact.

(b) When an applicant enquires about credit referencing risk assessment, the Licensee should provide a simple explanation of how it works. Without jeopardising the security or integrity of their scoring systems or running the risk of fraud, the Licensee should provide the principle reasons for, say, requesting a deposit from an applicant, including—

(i) credit scoring;

(ii) credit reference agency information about specific factors, such as—

(aa) over-commitment by the applicant;

(bb) under age;

- (cc) not employed;
- (dd) existing account performance.

C.3.5 Handling Appeals:

- (a) The Licensee should implement, operate and regularly review an appeal procedure which—
- (i) provides an efficient and effective means of handling requests from applicants to review a decision by the Licensee;
- (ii) provides for designated managers, who have authority to change the original decision, to deal with appeals.

(a) The Licensee is encouraged to tell applicants at the outset that credit referencing/risk assessment techniques are being applied. If an applicant asks whether such techniques will be or are being used then they must be informed of that fact.

(b) When an applicant enquires about credit referencing risk assessment, the Licensee should provide a simple explanation of how it works. Without jeopardising the security or integrity of their scoring systems or running the risk of fraud, the Licensee should provide the principle reasons for, say, requesting a deposit from an applicant, including—

- (i) credit scoring;
- (ii) credit reference agency information about specific factors, such as—

- (aa) over-commitment by the applicant;
- (bb) under age;

SCHEDULE D**INFORMATION CONCERNING PRIORITY
CUSTOMERS AND VILLAGES**

Customers with service as at 30/6/96			
	Total	With service	Without service
Schools	31,596	12,326	19,270
Hospitals	3,388	2,761	627
Libraries	1,198	930	268
Local Authorities	855	774	81
TOTAL PRIORITY CUSTOMERS	37,037	16,791	20,246
Total number of Villages served	3,767	563	3,204

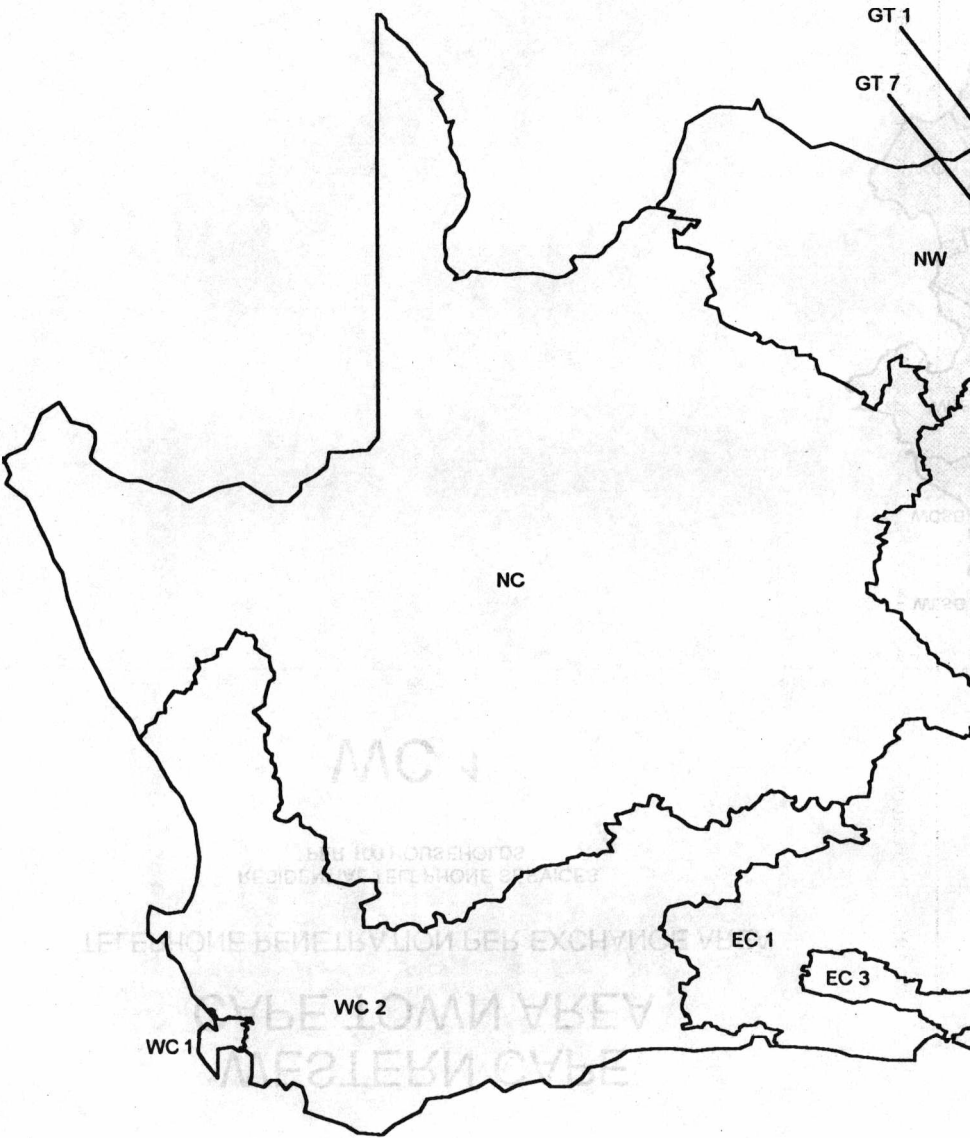
1996/17 indicates A to J inclusive are based on information for the nine months ended 31/12/96

SCHEDULE E**INFORMATION CONCERNING SERVICE TARGETS**

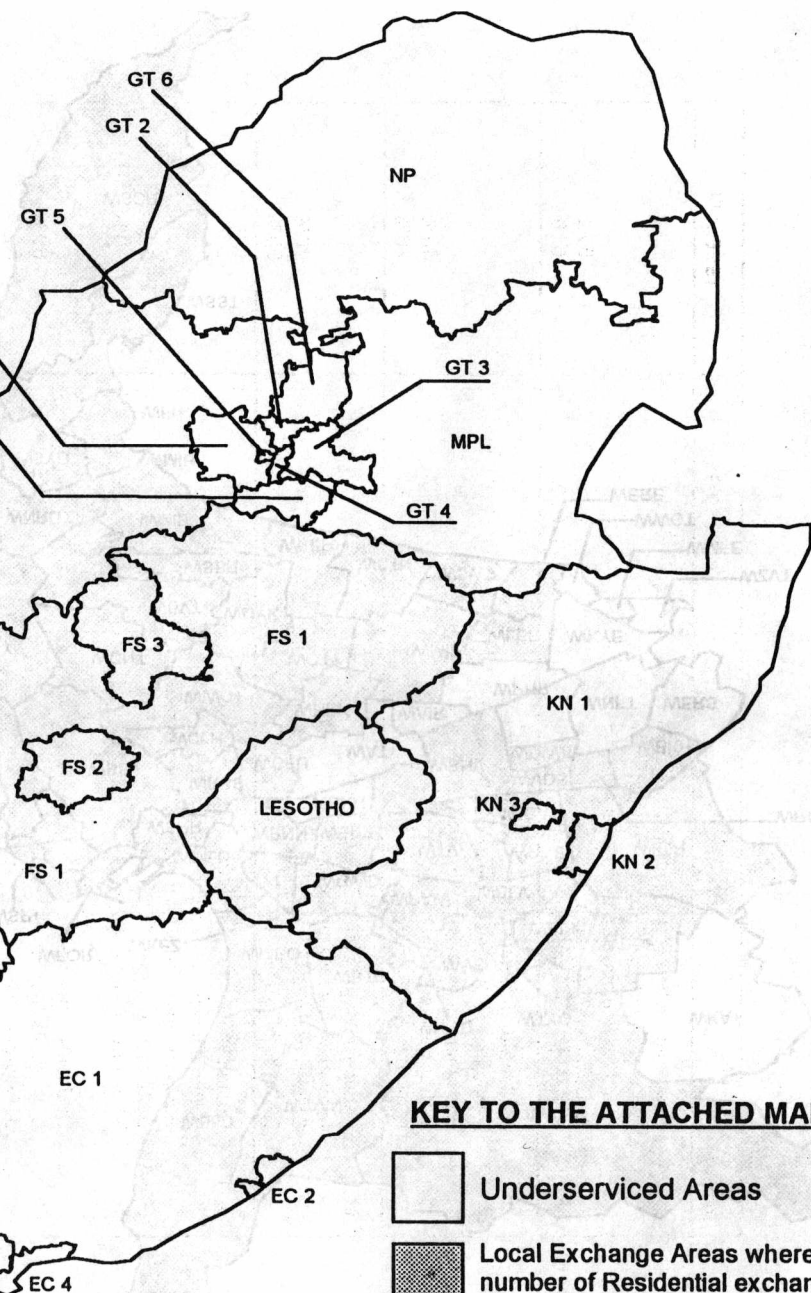
Indicators	1995/96	1996/97 ⁽¹⁾
i Customer fault reports per 1000 lines per annum (excluding faults due to Customer Premises Equipment and internal wiring): A. Business customers B. Residential customers	 618 630	 572 616
ii. Percentage of faults cleared within 48 hours (excluding faults due to Customer Premises Equipment and internal wiring): C. Business customers D. Residential customers	 79% 77%	 83% 76%
iii. Serviceability of Public Pay-telephones (excluding bureaux and renters): E. Coin phones F. Card phones	 90% 95%	 90% 95%
iv. Customer Pipeline: Percentage of orders met within a specified number of days: Business customers (commercial & corporate) G. % orders met in 28 days H. % orders met in 90 days Residential customers I. % orders met in 28 days J. % orders met in 120 days	 61% 85% 62% 76%	 62% 90% 60% 89%

⁽¹⁾ 1996/7 Indicators A to J inclusive are based on information for the nine months ended 31/12/96

REFERENCE MAP OF THE RSA



SCHEDULE F



KEY TO THE ATTACHED MAPS



Underserved Areas



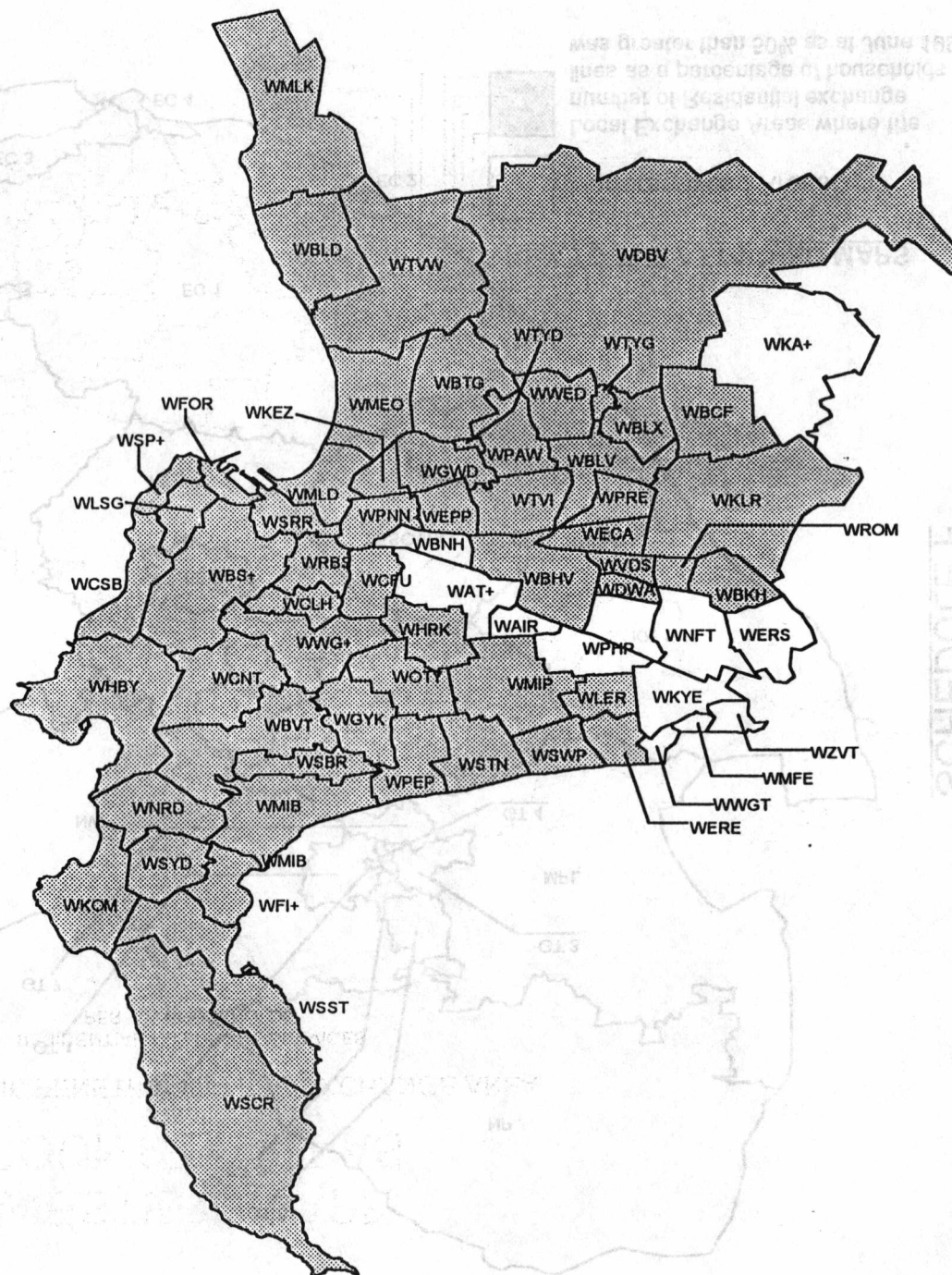
Local Exchange Areas where the number of Residential exchange lines as a percentage of households was greater than 50% as at June 1996

WESTERN CAPE CAPE TOWN AREA

TELEPHONE PENETRATION PER EXCHANGE AREA

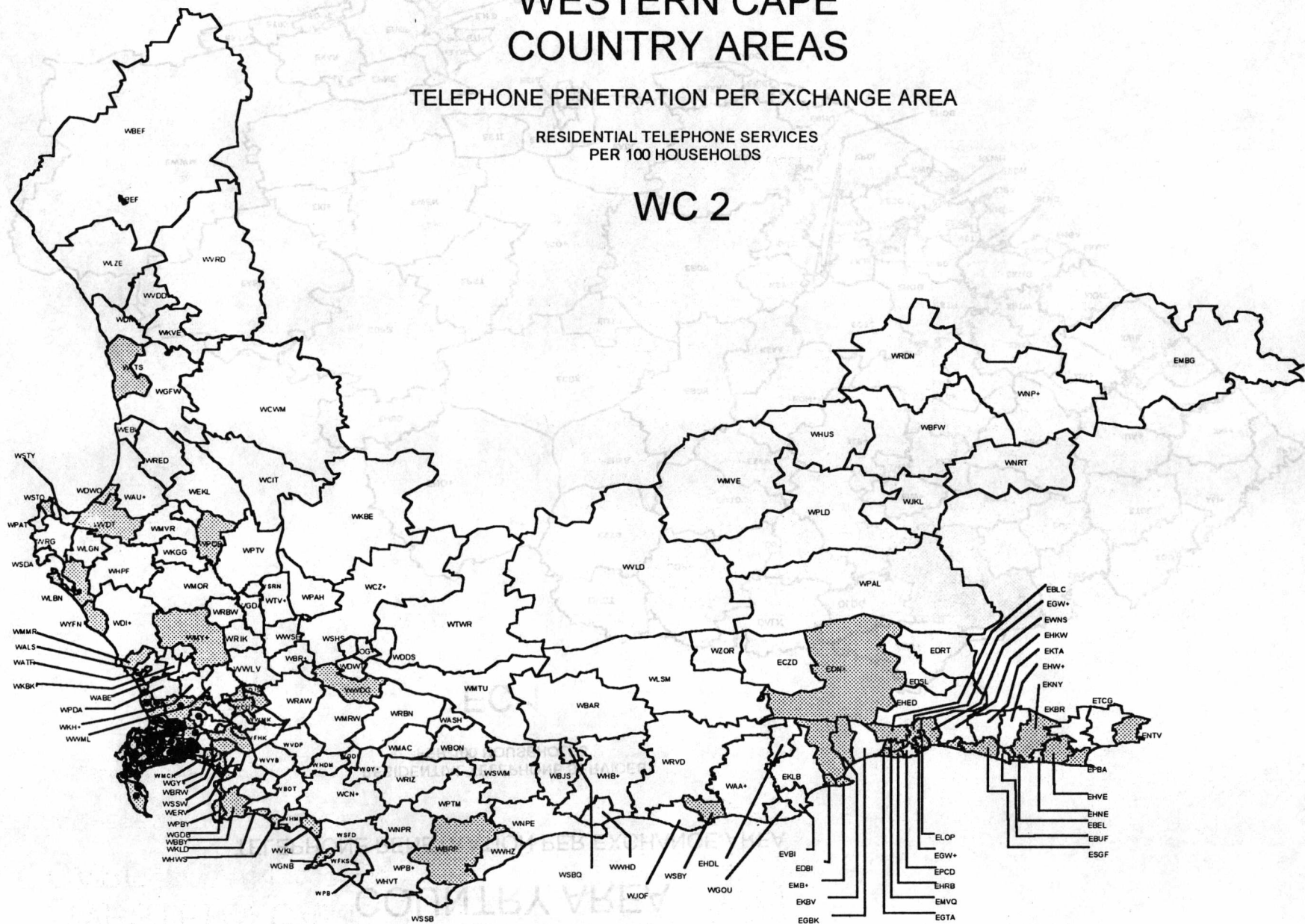
RESIDENTIAL TELEPHONE SERVICES
PER 100 HOUSEHOLDS

WC 1



TELEPHONE PENETRATION PER EXCHANGE AREA

WC 2

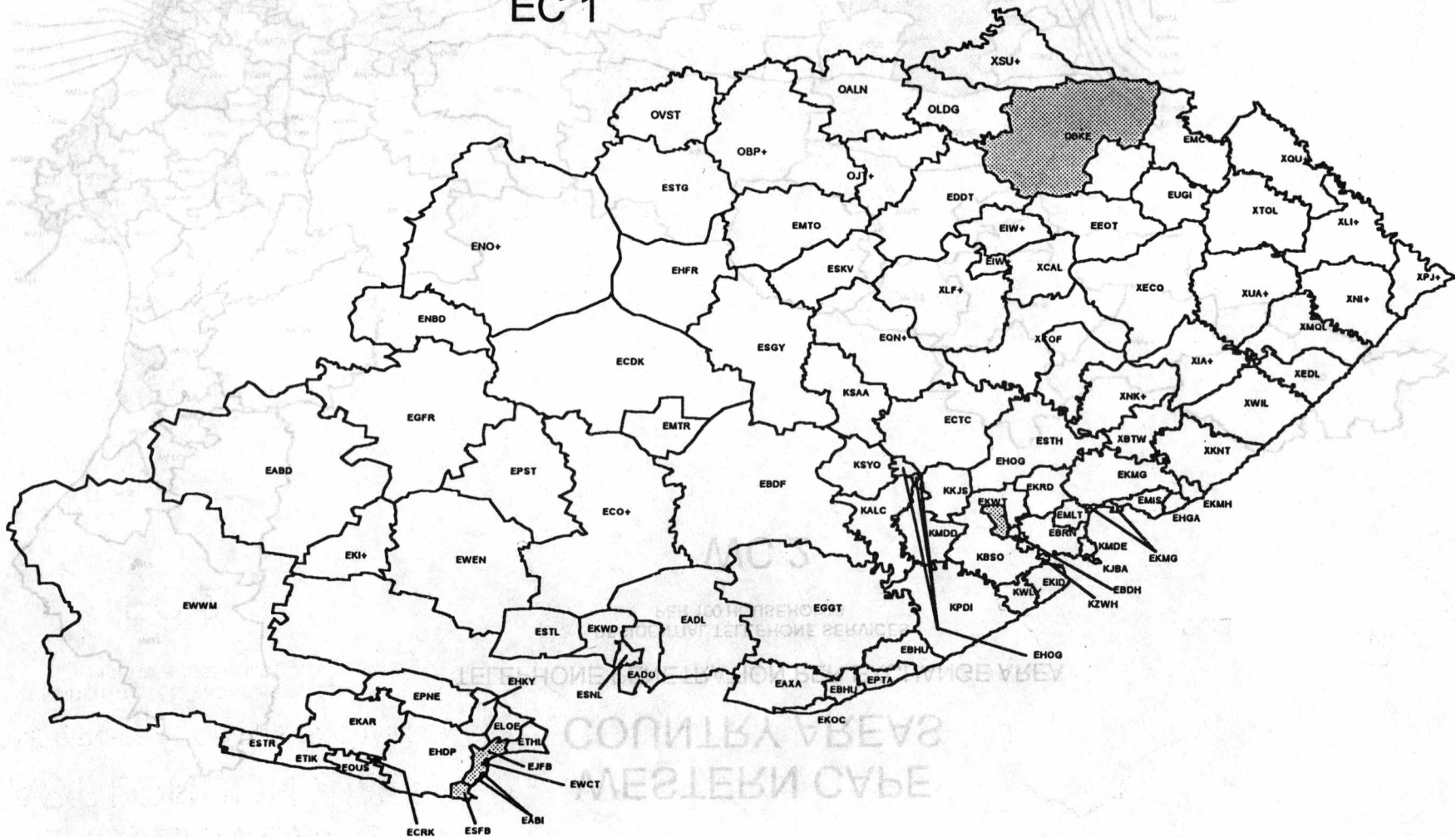


EASTERN CAPE COUNTRY AREA

TELEPHONE PENETRATION PER EXCHANGE AREA

RESIDENTIAL TELEPHONE SERVICES PER 100 HOUSEHOLDS

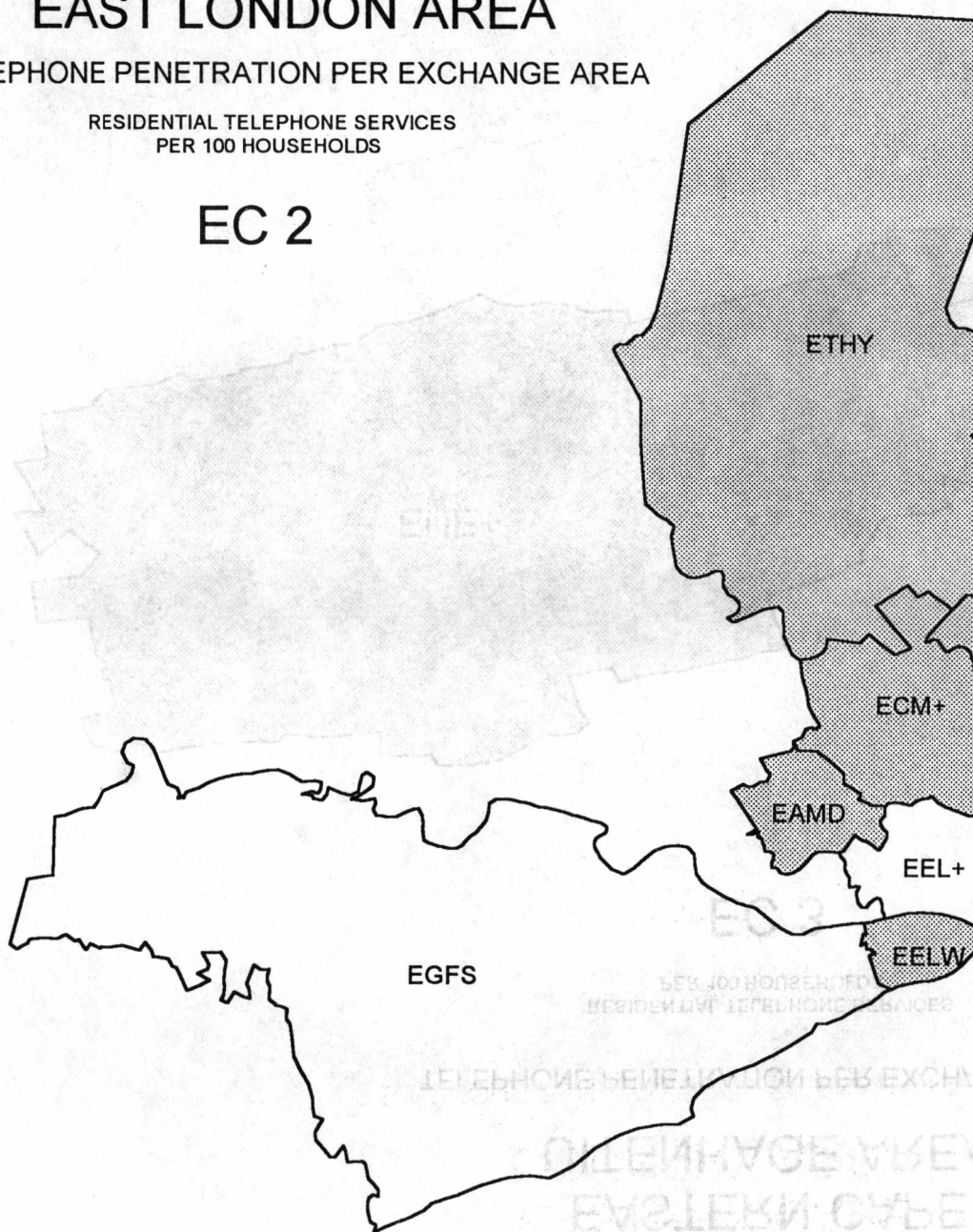
EC 1

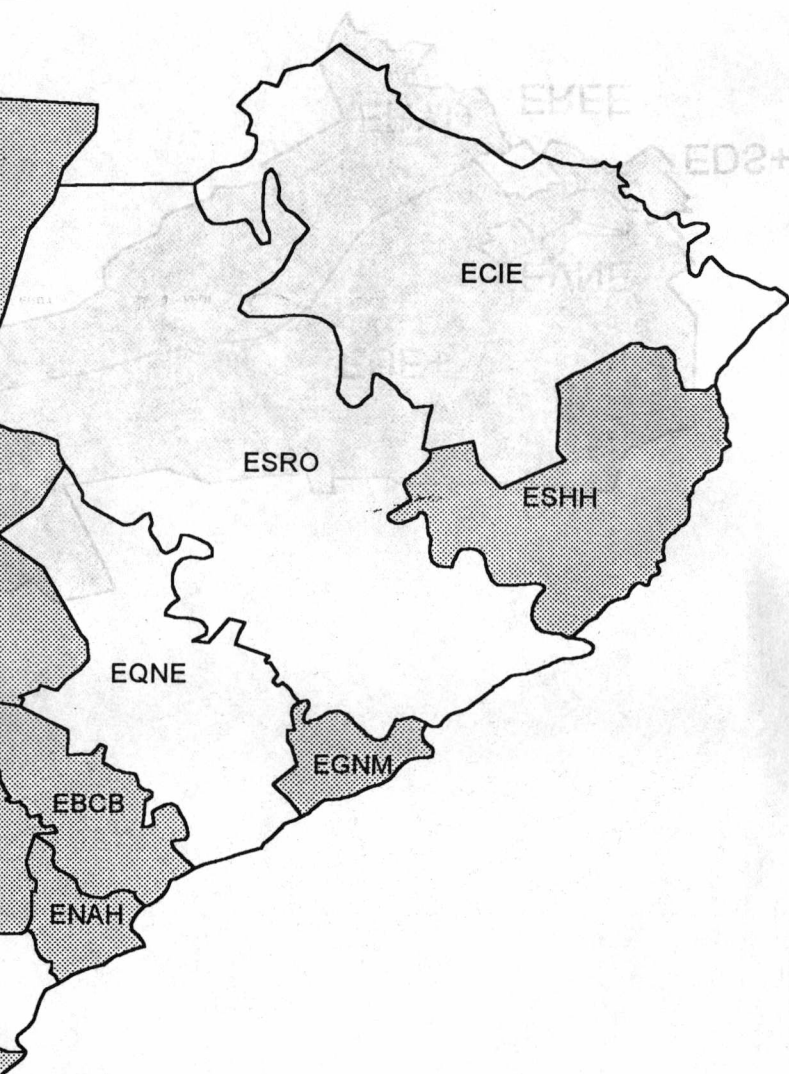


TELEPHONE PENETRATION PER EXCHANGE AREA

RESIDENTIAL TELEPHONE SERVICES PER 100 HOUSEHOLDS

EC 2





EASTERN CAPE UITENHAGE AREA

TELEPHONE PENETRATION PER EXCHANGE AREA

RESIDENTIAL TELEPHONE SERVICES
PER 100 HOUSEHOLDS

EC 3

EUE+

EUE+

EVNE

EDS+

EREE

ERYD

RESIDENTIAL TELEPHONE SERVICES
PER 100 HOUSEHOLDS
TELEPHONE PENETRATION PER EXCHANGE AREA

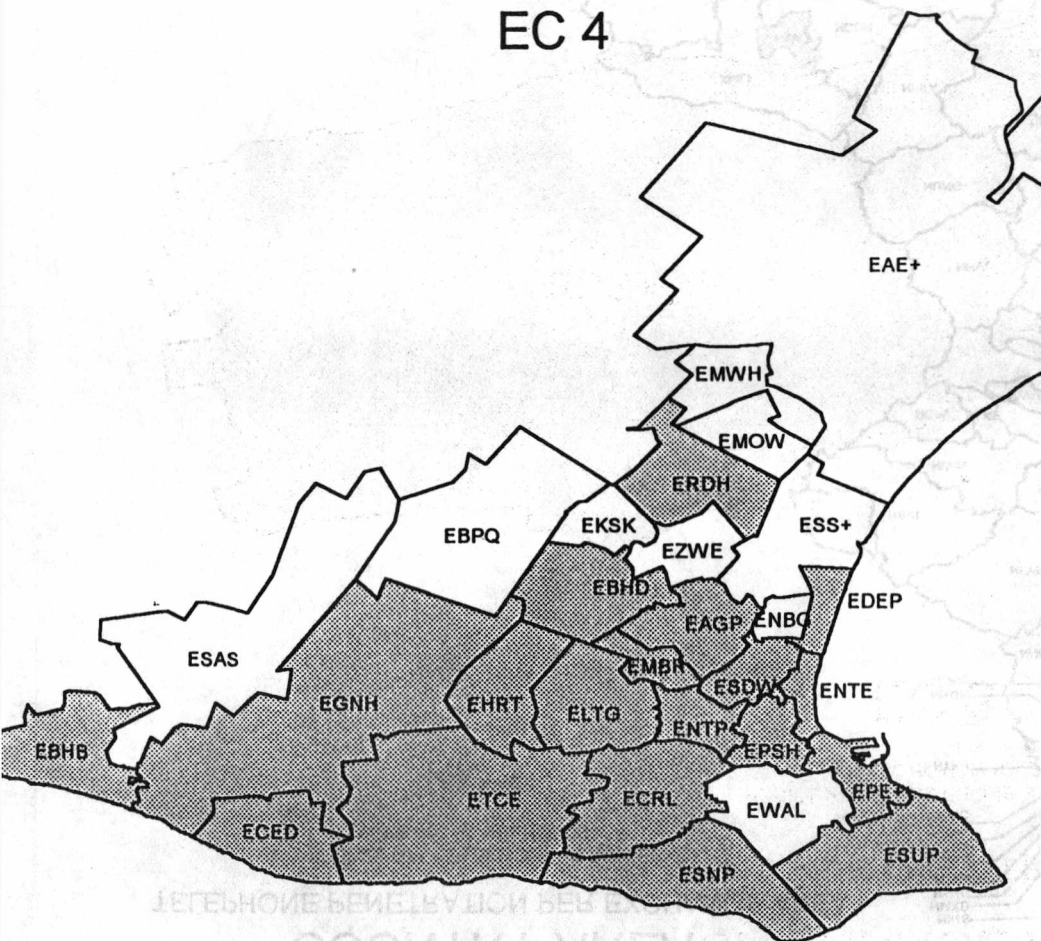
EAST LONDON AREA
EASTERN CAPE

EASTERN CAPE PORT ELIZABETH AREA

TELEPHONE PENETRATION PER EXCHANGE AREA

RESIDENTIAL TELEPHONE SERVICES
PER 100 HOUSEHOLDS

EC 4

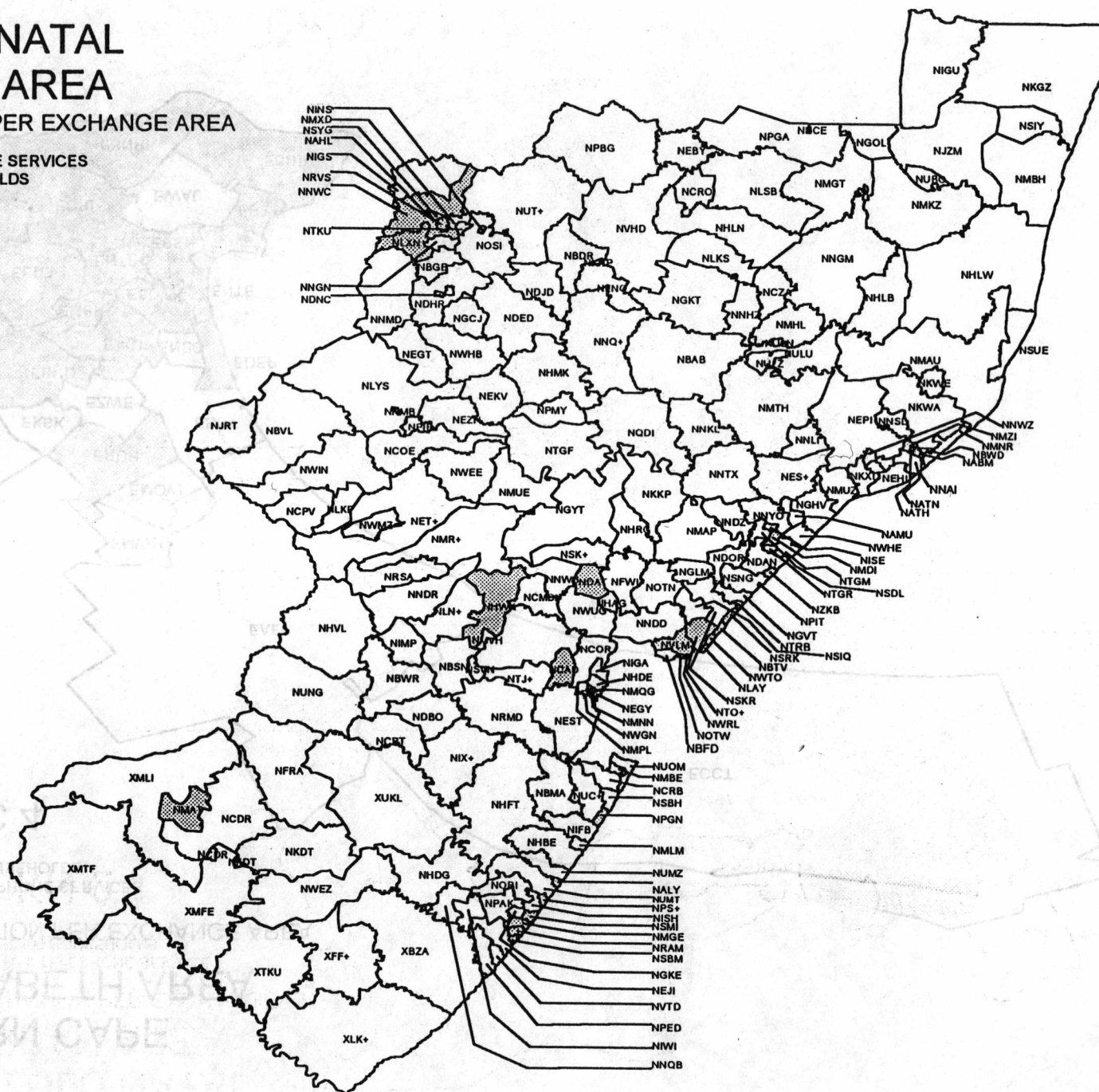


STAATSKOERANT, 7 MEI 1997

No. 17984 75

TELEPHONE PENETRATION PER EXCHANGE AREA

KN 1

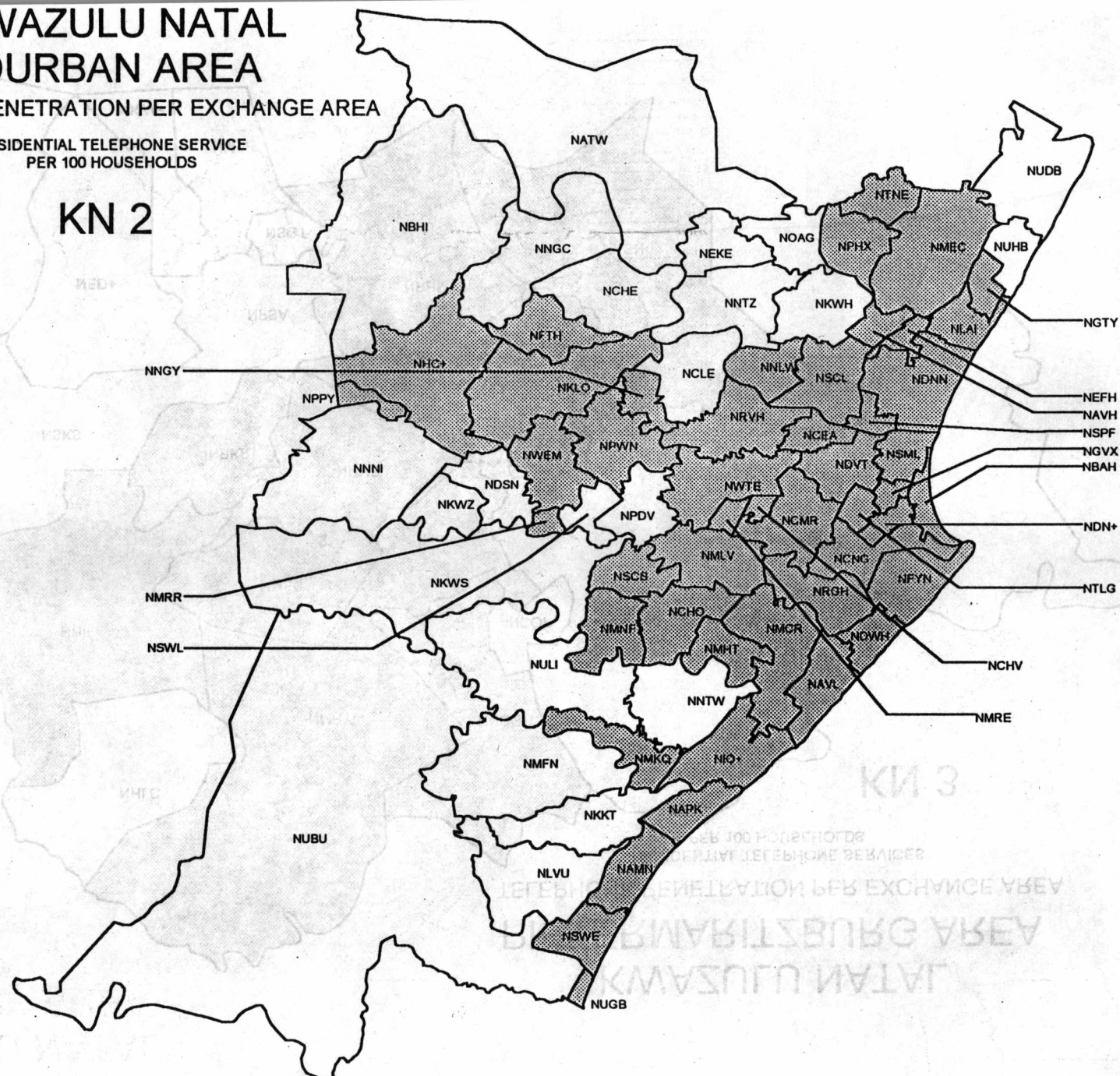


KWAZULU NATAL DURBAN AREA

TELEPHONE PENETRATION PER EXCHANGE AREA

RESIDENTIAL TELEPHONE SERVICE
PER 100 HOUSEHOLDS

KN 2

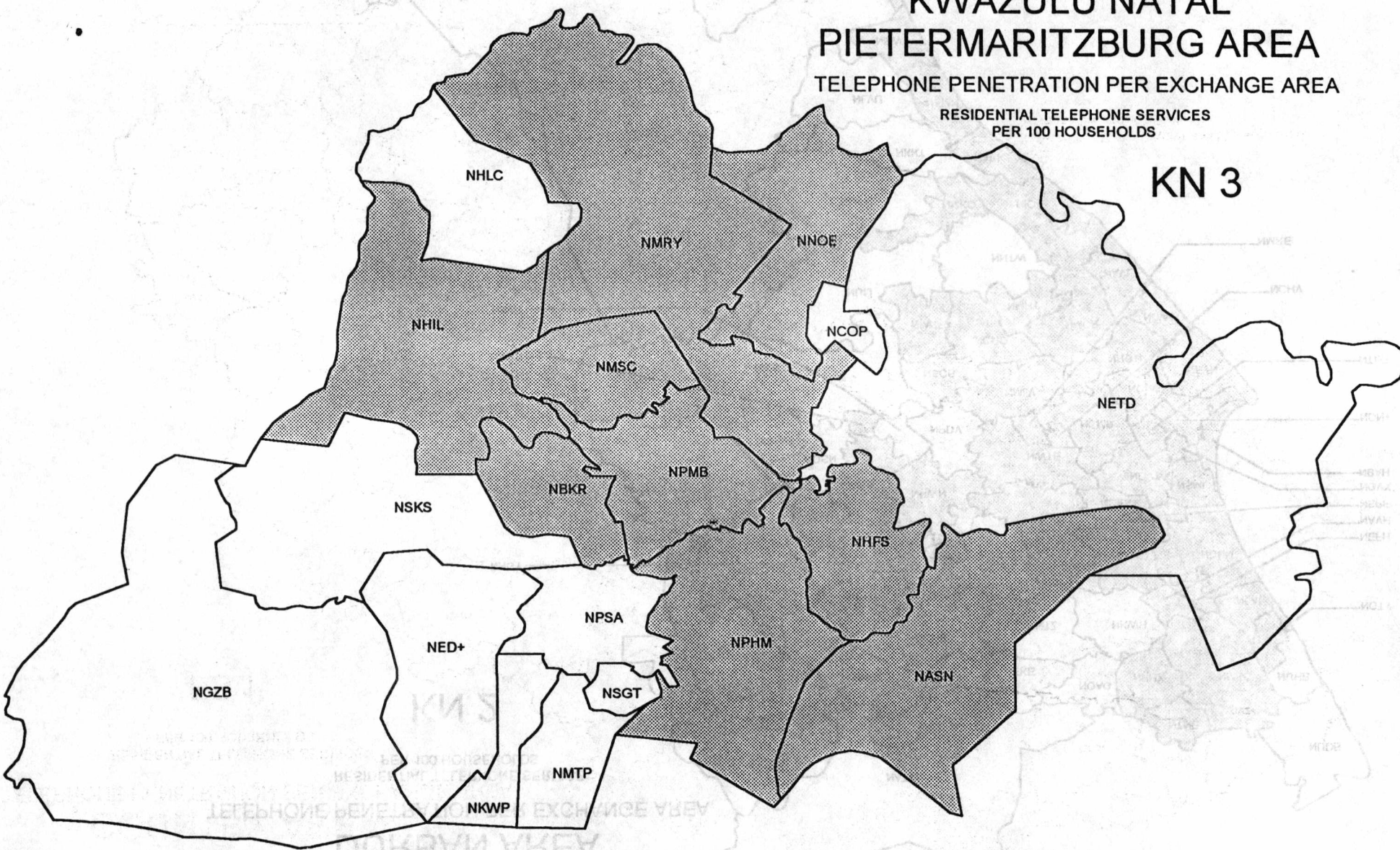


KWAZULU NATAL PIETERMARITZBURG AREA

TELEPHONE PENETRATION PER EXCHANGE AREA

RESIDENTIAL TELEPHONE SERVICES
PER 100 HOUSEHOLDS

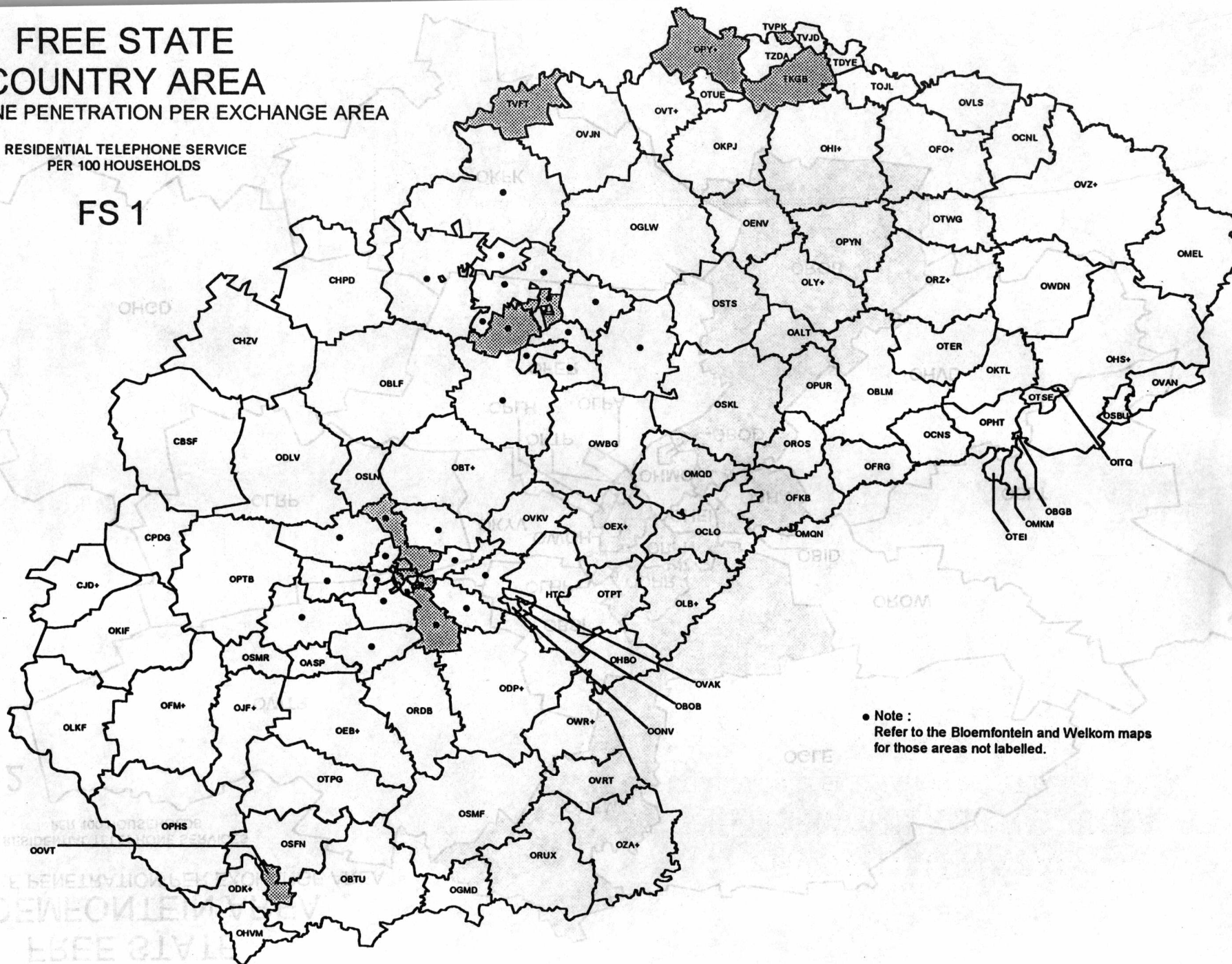
KN 3



TELEPHONE PENETRATION PER EXCHANGE AREA

**RESIDENTIAL TELEPHONE SERVICE
PER 100 HOUSEHOLDS**

FS 1

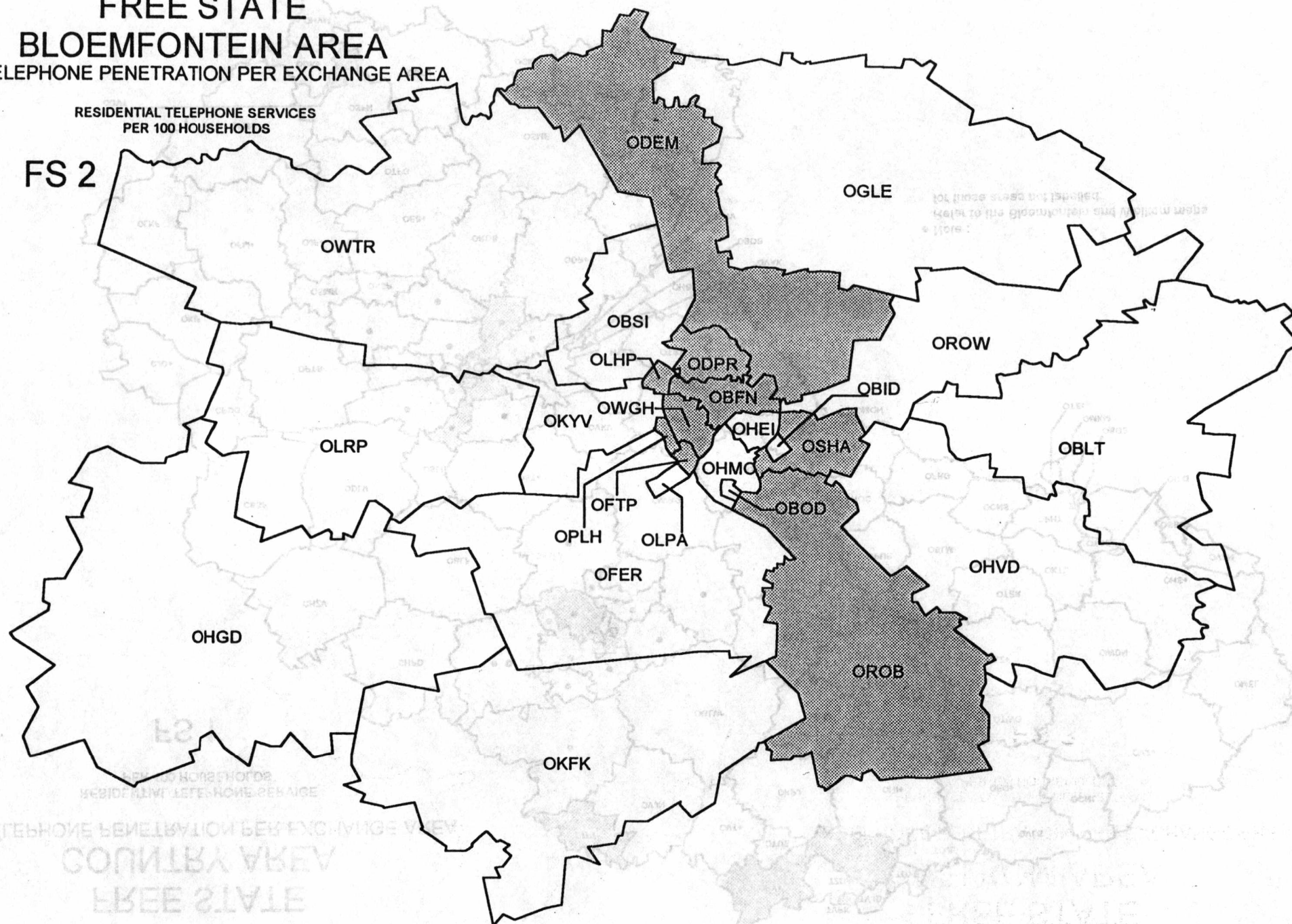


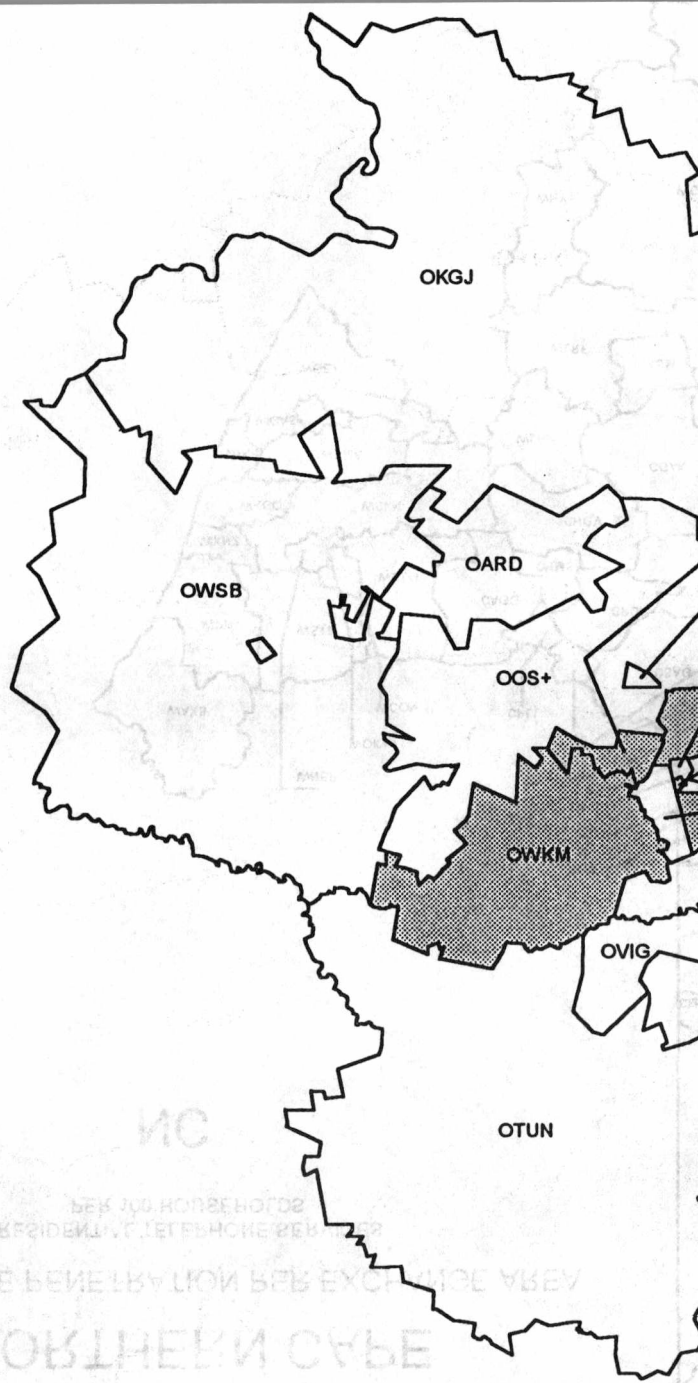
● **Note :**
Refer to the Bloemfontein and Welkom maps
for those areas not labelled.

FREE STATE BLOEMFONTEIN AREA TELEPHONE PENETRATION PER EXCHANGE AREA

RESIDENTIAL TELEPHONE SERVICES
PER 100 HOUSEHOLDS

FS 2





OKGJ

OWSB

OARD

OOS+

OWKM

OVIG

OTUN

IC

БЕР АННОУБЕРНОГО
БЕРИДЕНТ. ТЕЛЕРНОЧЕ РЕПЕР

ТЕЛЕРНОЧЕ РЕПЕРВАЦИОН БЕР ЕХСЕРИОС АВЕУ

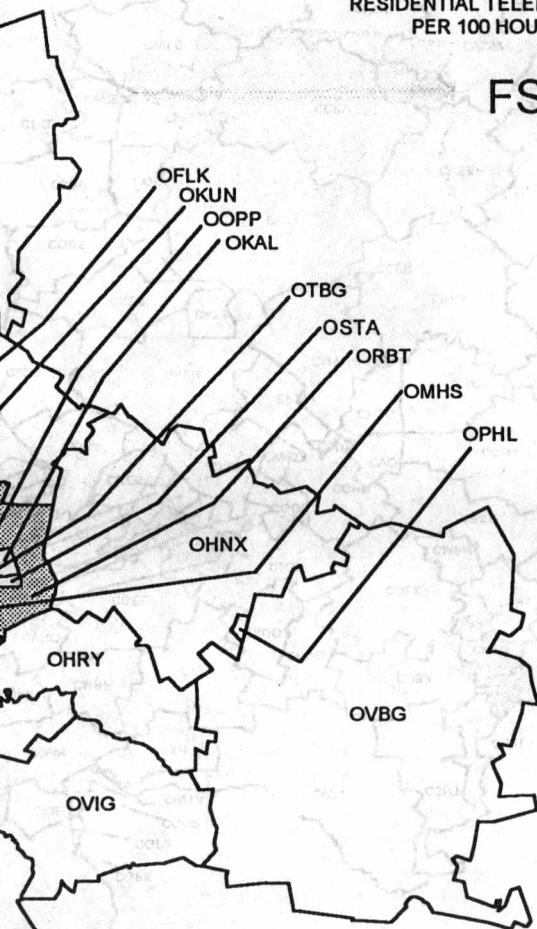
NORTHERN CAPE

FREE STATE WELKOM AREA

TELEPHONE PENETRATION PER EXCHANGE AREA

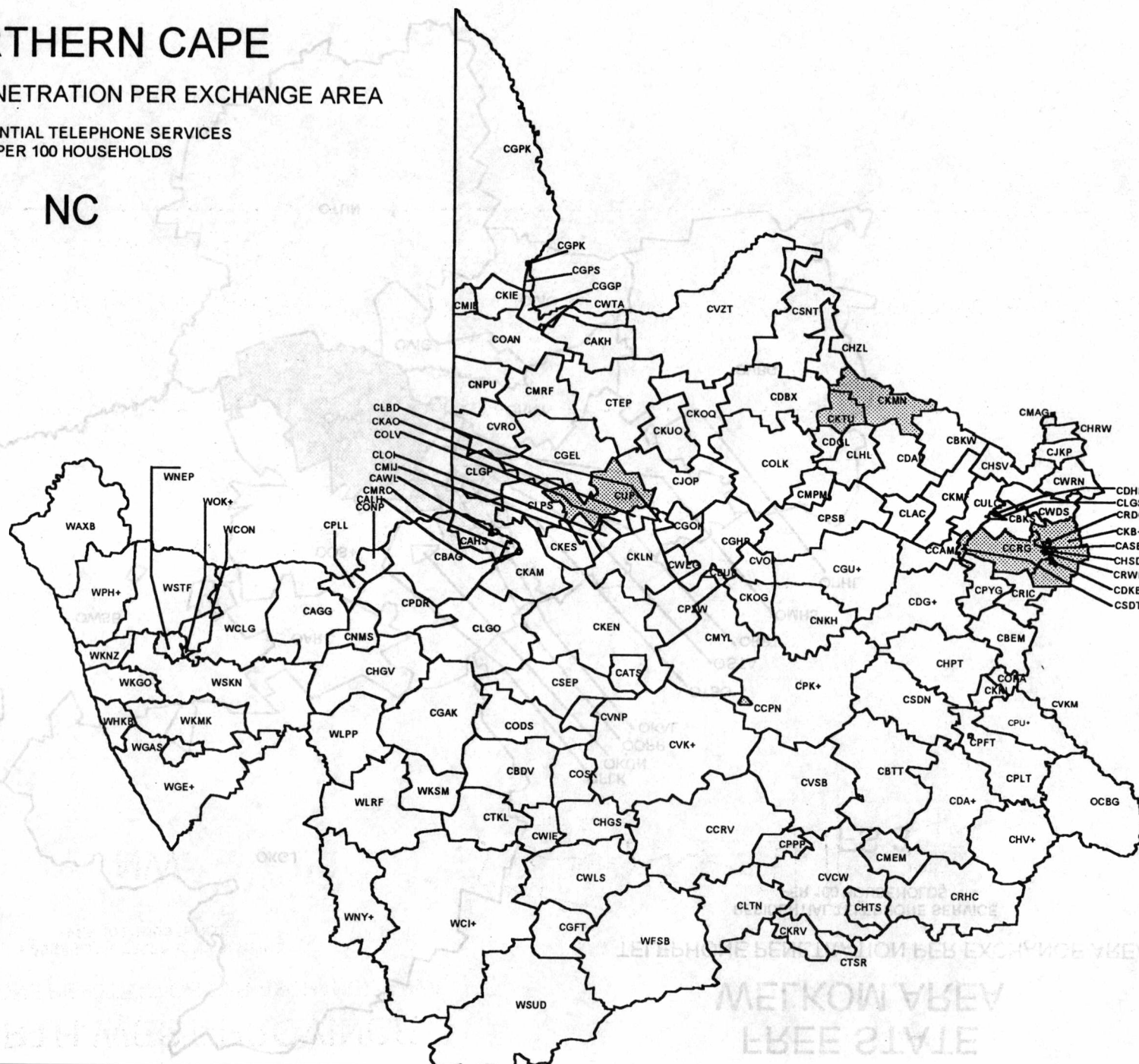
RESIDENTIAL TELEPHONE SERVICE
PER 100 HOUSEHOLDS

FS 3



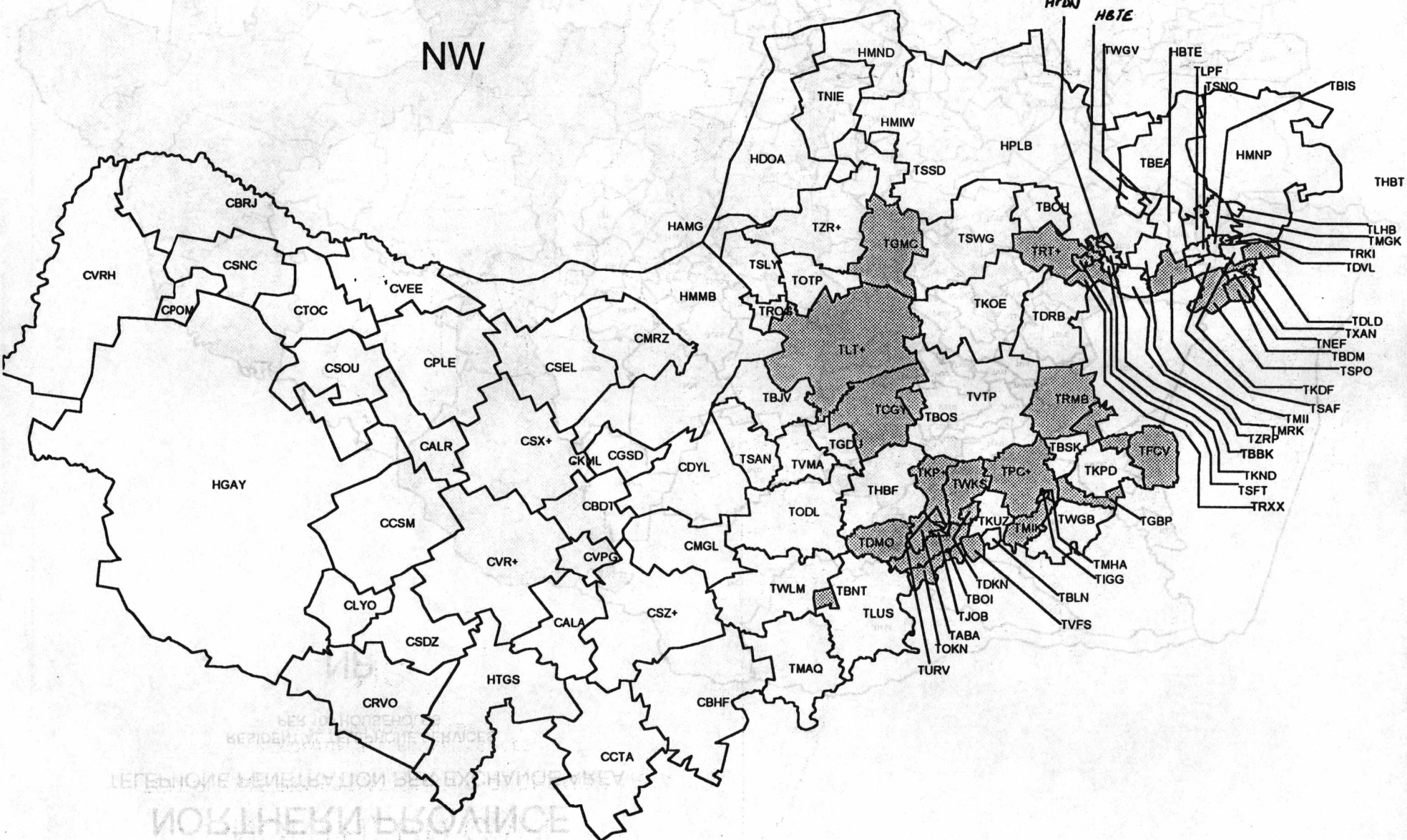
TELEPHONE PENETRATION PER EXCHANGE AREA

NC



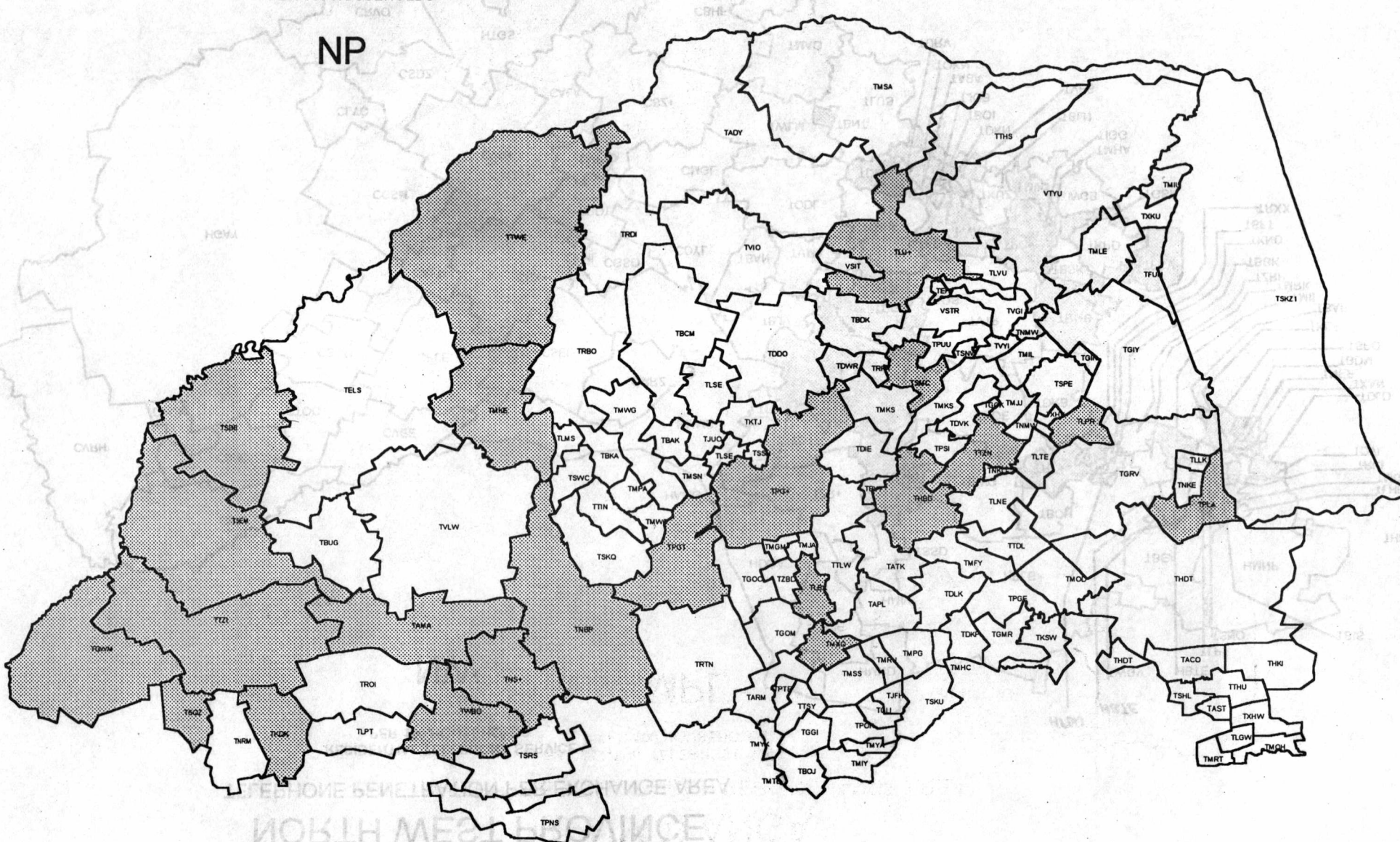
TELEPHONE PENETRATION PER EXCHANGE AREA

NW



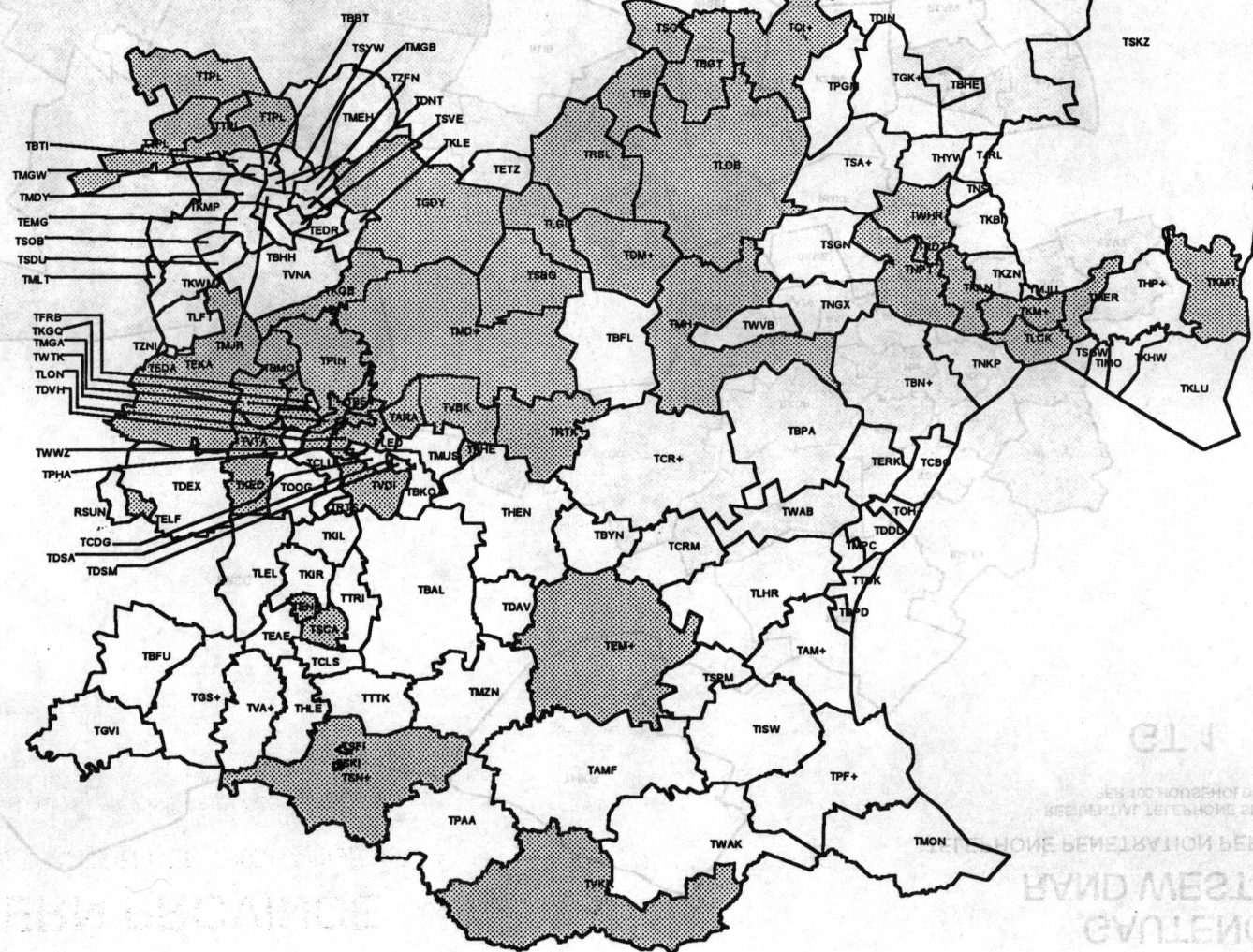
TELEPHONE PENETRATION PER EXCHANGE AREA

NP



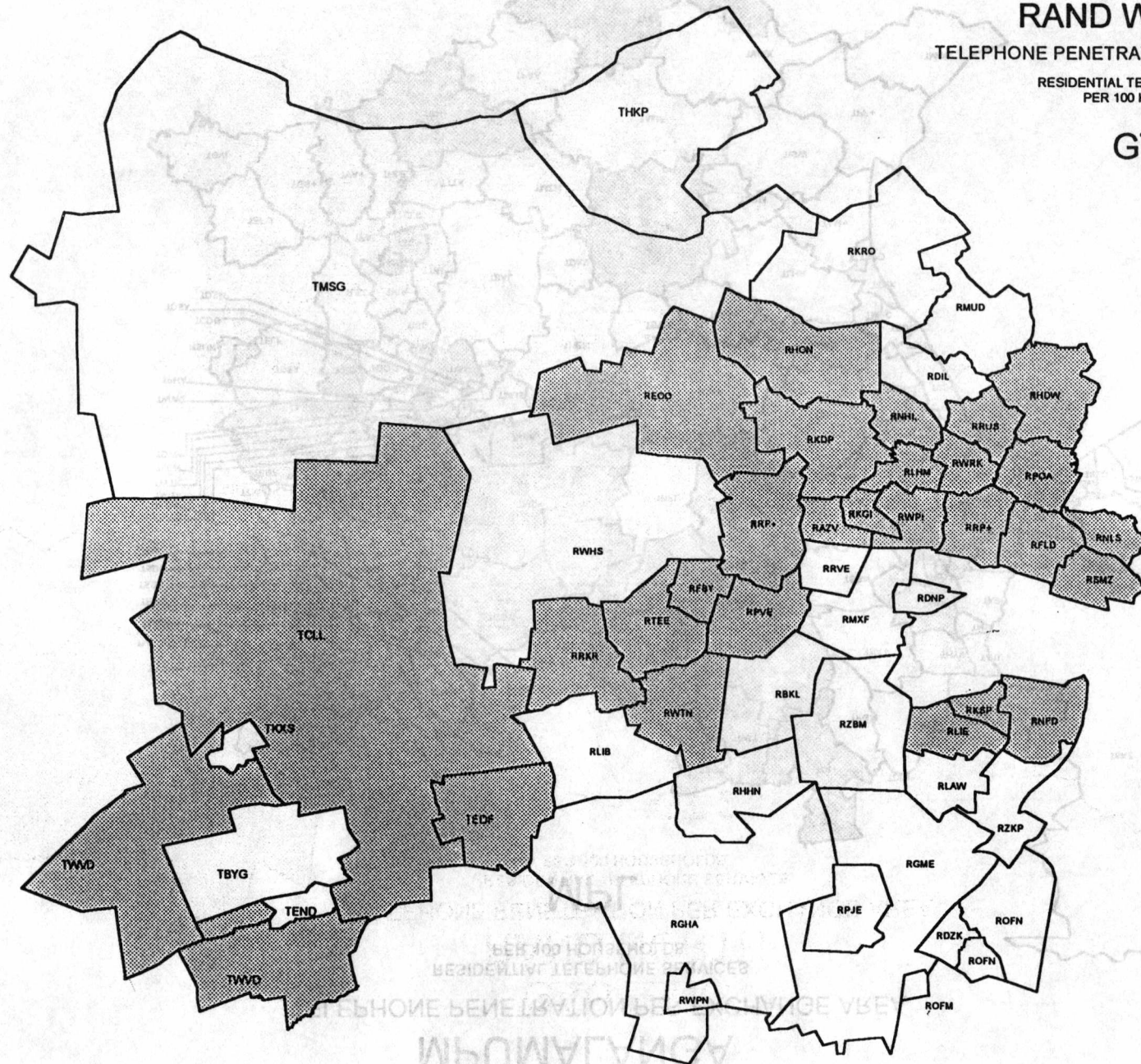
TELEPHONE PENETRATION PER EXCHANGE AREA

MPL



TELEPHONE PENETRATION PER EXCHANGE AREA

GT 1



TELEPHONE PENETRATION PER EXCHANGE AREA
RESIDENTIAL TELEPHONE SERVICES
PER 100 HOUSEHOLDS

ROL+**RLSA**

RDIP

READ

RRJF

RENF

RCWL

RFML

RDFN

RFWS

RLEU

RKYA

RHWH

REBK

RCUR

RODE

RERY

RSNK

RKVN

RBOF

RRDG

RBGS

RMBVA

RAAS

RLDN

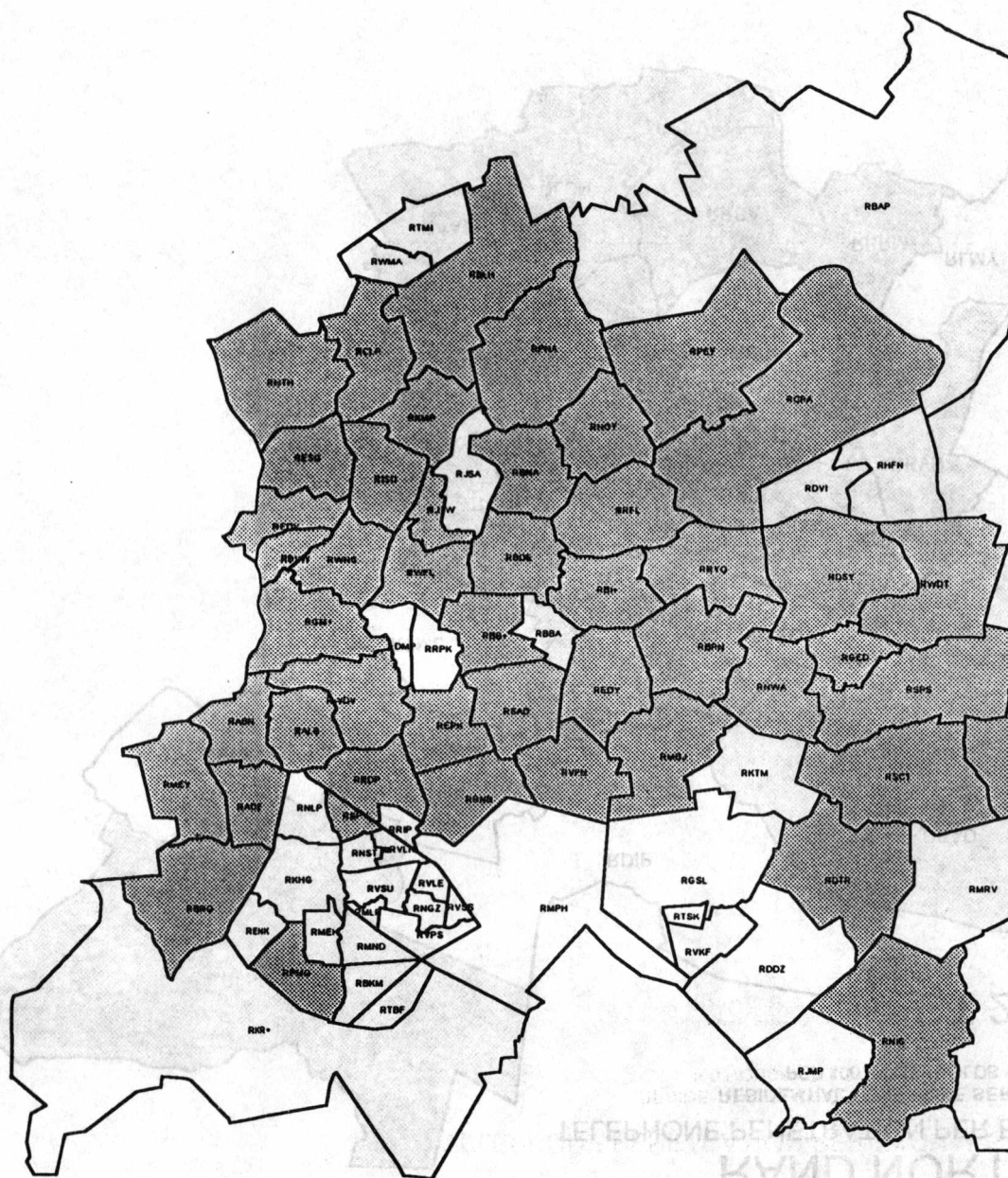
RRBA

RBRM

RLMY

RPKV

No. 17984 87

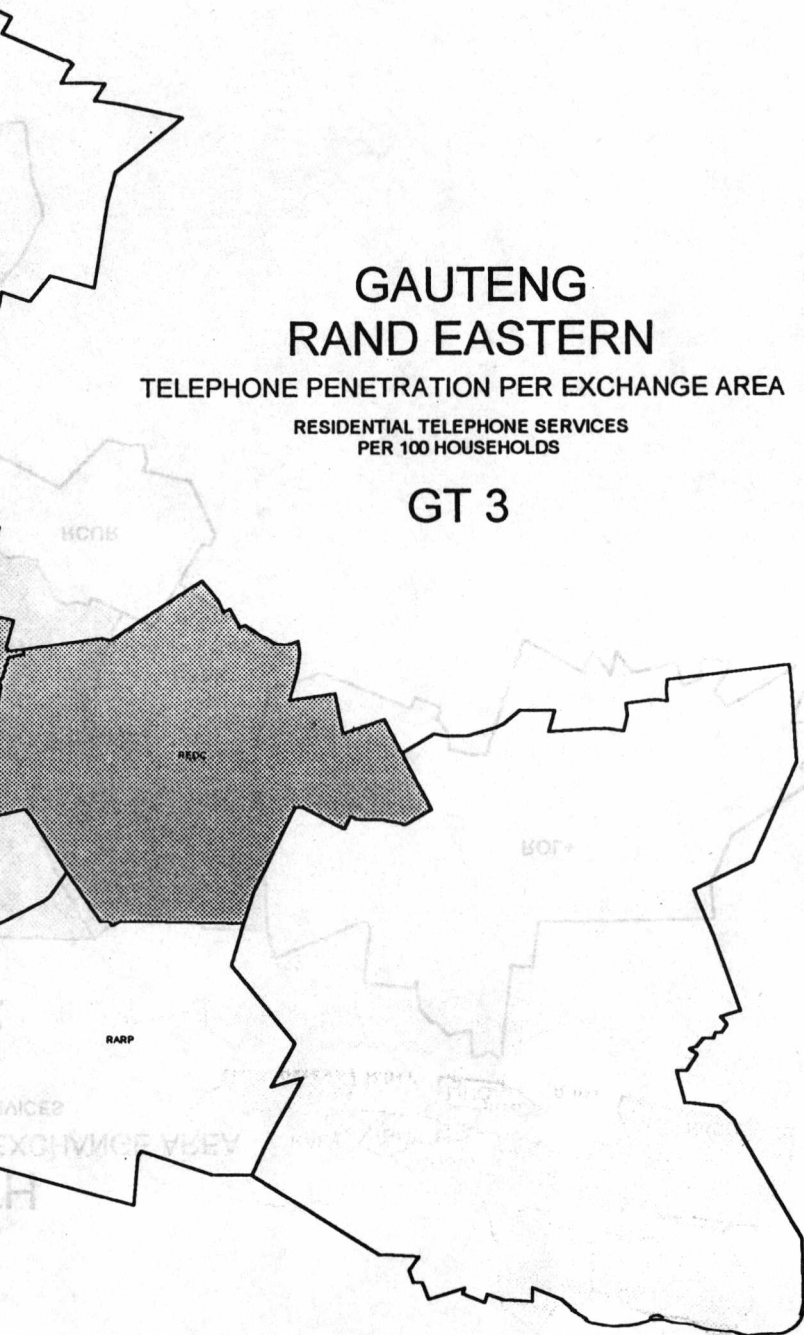


GAUTENG
RAND EASTERN

TELEPHONE PENETRATION PER EXCHANGE AREA

**RESIDENTIAL TELEPHONE SERVICES
PER 100 HOUSEHOLDS**

GT 3

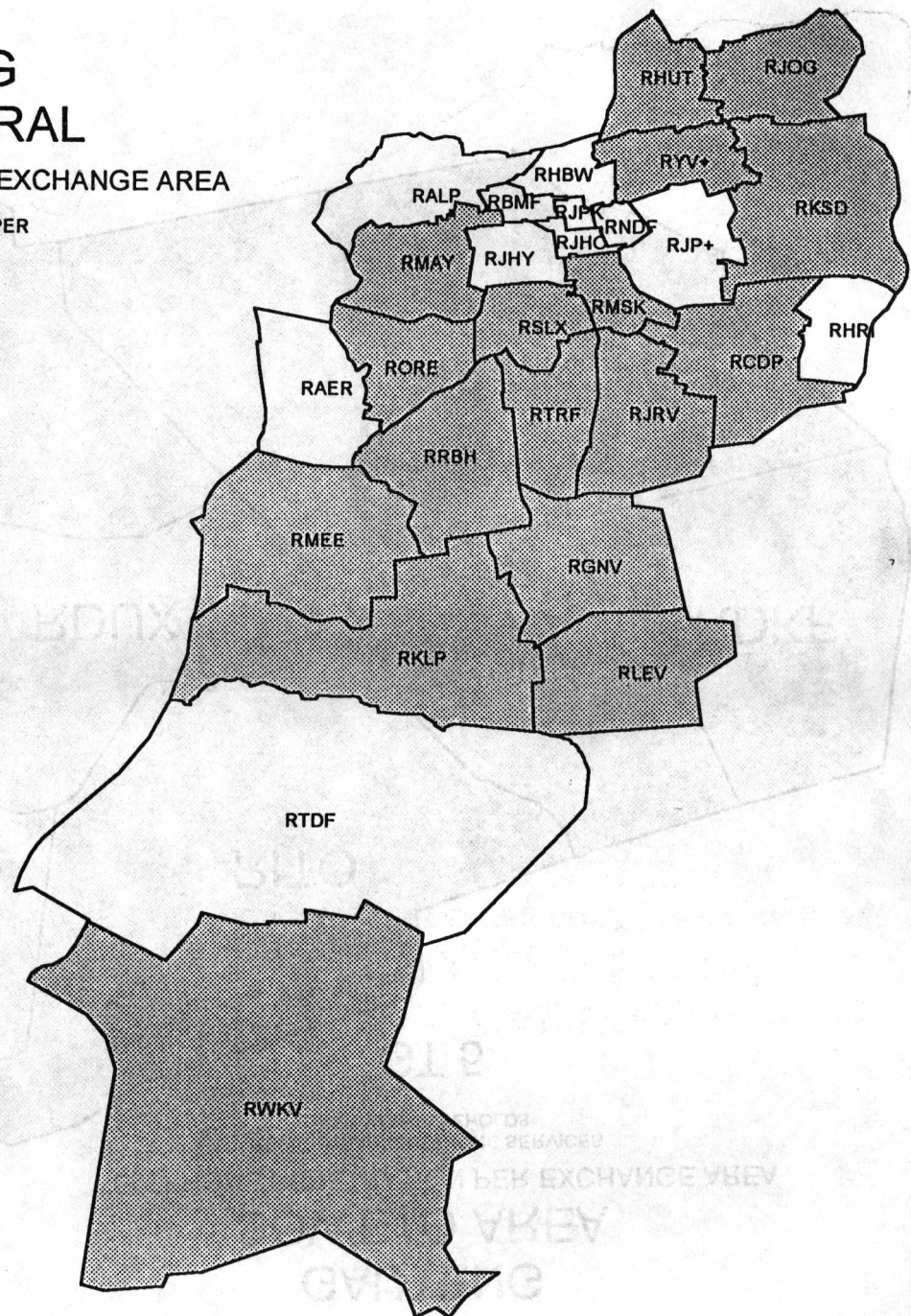


GAUTENG RAND CENTRAL

TELEPHONE PENETRATION PER EXCHANGE AREA

RESIDENTIAL SERVICES PER
100 HOUSEHOLDS

GT 4



GAUTENG SOWETO AREA

TELEPHONE PENETRATION PER EXCHANGE AREA

RESIDENTIAL TELEPHONE SERVICES
PER 100 HOUSEHOLDS

GT 5

RDSV

RITO

ROLA

RDKF

RDUX

RKXU

REDE

RMRA

RPWK

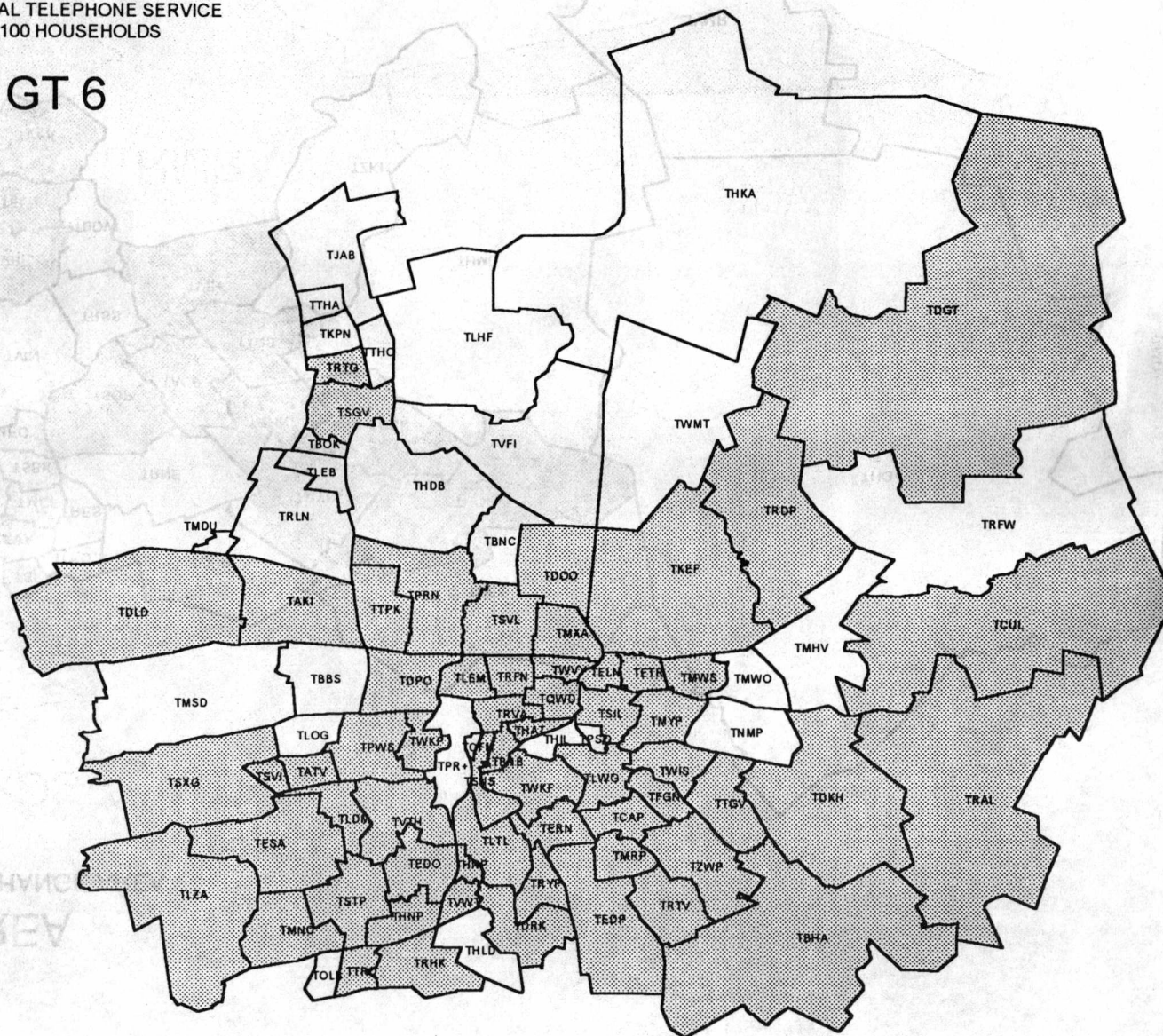
RPRT

RPRG

TELEPHONE PENETRATION PER EXCHANGE AREA

RESIDENTIAL TELEPHONE SERVICE
PER 100 HOUSEHOLDS

GT 6

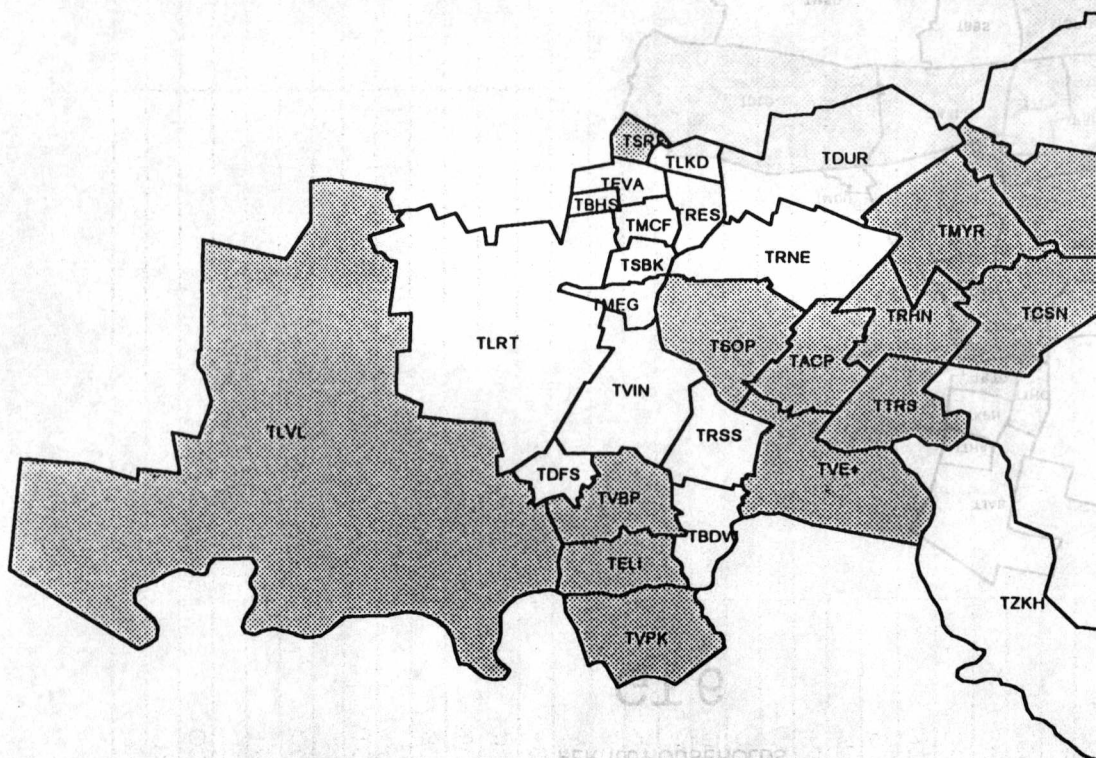


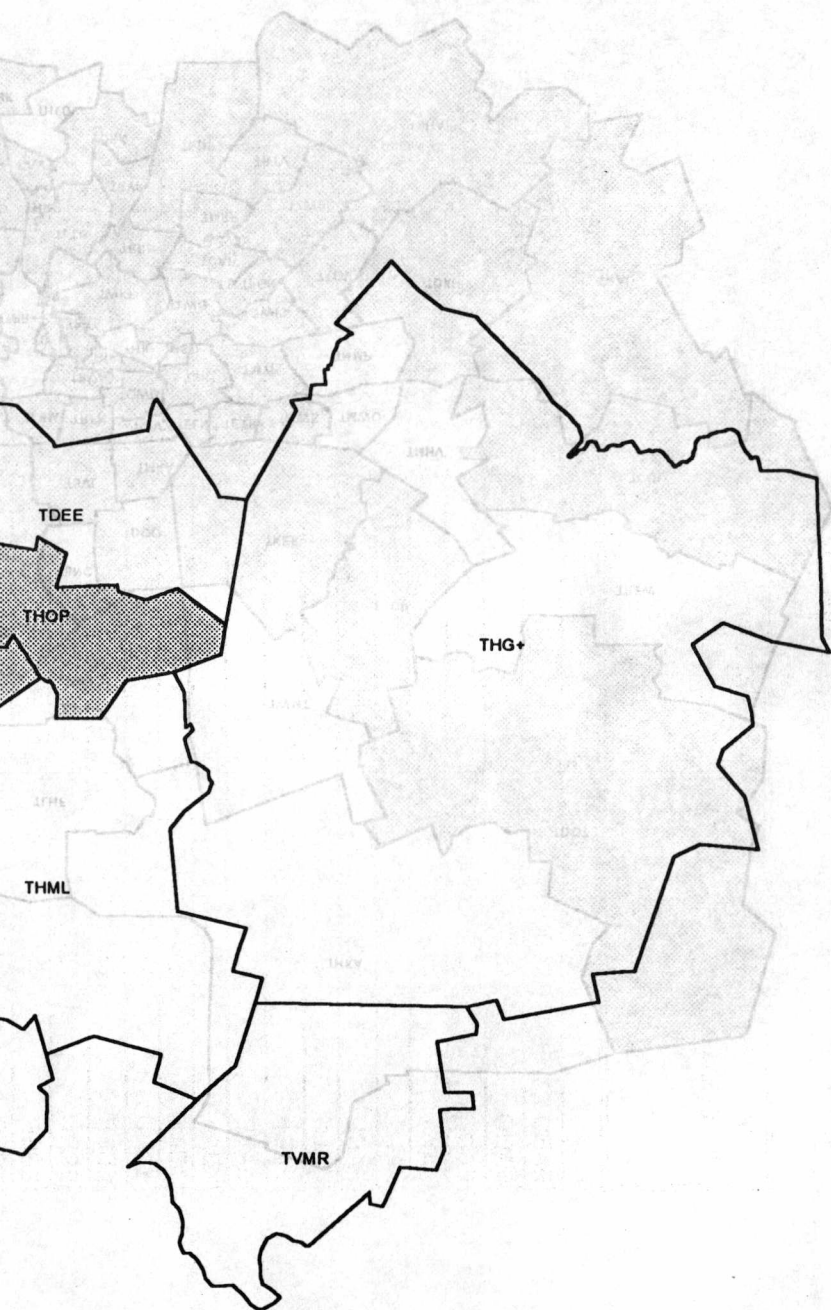
GAUTENG VEREENIGING AREA

TELEPHONE PENETRATION PER EXCHANGE AREA

RESIDENTIAL TELEPHONE SERVICES
PER 100 HOUSEHOLDS

GT 7





Underserved Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
---------------	-----------------------	----------

EABD	ABERDEEN	EC
EADO	ADDO	EC
EADE	ADELAIDE	EC
EAXA	ALEXANDRIA	EC
KALC	ALICE	EC
EADL	ALICEDALE	EC
OALN	ALI WAL NOORD	EC
EAE+	ALOES	EC
EAVE	ASHERVILLE	EC
KBA+	BALFOUR	EC
OBKE	BARKLEY EAST	EC
EBHU	BATHURST	EC
EBDF	BEDFORD	EC
EBRN	BERLIN	EC
EBSR	BIRDS RIVER	EC
KBSO	BISHO	EC
XBZA	BIZANA	EC
OBGB	BLUE GUMS	EC
EBNS	BOKNESSTRAND	EC
EBPQ	BOOYSENS PARK	EC
EBDH	BREIDBACH	EC
EBFS	BUFFALO FLATS	EC
KBLB	BULEMBU	EC
OBP+	BURGERSDORP	EC
XBTW	BUTTERWORTH	EC
XCAL	CALA	EC
ECTC	CATHCART	EC
ECIE	CINTSA EAST	EC
ECRK	CLARKSON	EC
XCOF	COFIMVABA	EC
ECCT	COLCHESTER	EC
ECO+	COOKHOUSE	EC
ECDK	CRADOCK	EC
EDWN	DAWN	EC
KCDB	DEBENEK	EC
KKIZ	DIMBAZA	EC
EDDT	DORDRECHT	EC
EEL+	EAST LONDON	EC
KEDQ	EDONQABA	EC
EEOT	ELLIOT	EC
XEDL	ELLIOTDALE	EC
XECO	ENGCOBO	EC
XEZI	EZIBELENI	EC
XFF+	FLAGSTAFF	EC

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
---------------	-----------------------	----------

EFBT	FORT BEAUFORT	EC
EGFR	GRAAFF-REINET	EC
EGGT	GRAHAMSTOWN	EC
EGFS	GREENFIELDS	EC
EHGA	HAGA-HAGA	EC
KHAM	HAMBURG*	EC
EHKY	HANKEY	EC
KHTO	HEALDTOWN	EC
EHFR	HOFMEYER	EC
EHOG	HOGSBACK	EC
EHDP	HUMANSDORP	EC
EIDX	IDA (DR MASS)	EC
XIA+	IDUTYWA	EC
KILA	ILITHA	EC
EIW+	INDWE	EC
OJT+	JAMESTOWN	EC
EJV+	JANSENVILLE	EC
KJBA	JIBA	EC
EJUA	JOUBERTINA	EC
EKAR	KAREEDOUW	EC
EKMH	KEI MOUTH	EC
EKRD	KEI ROAD	EC
KKJS	KEISKAMMAHOEK	EC
XKNT	KENTANE	EC
EKOC	KENTON ON SEA	EC
EKID	KIDD'S BEACH	EC
EKFS	KINGS FLATS	EC
EKWD	KIRKWOOD	EC
EKAF	KLAARFONTEIN	EC
EKLX	KLEINEMONDE	EC
EKSK	KLEINSKOOL	EC
EKI+	KLIPLAAT	EC
EKMG	KOMGA	EC
EKHD	KORHAANSDRIF	EC
EKRA	KRAKEELRIVIER	EC
EKBX	KWANOBUHLE	EC
XLf+	LADY FRERE	EC
OLDG	LADY GREY	EC
XLI+	LIBODE	EC
ELOE	LOERIE	EC
ELTW	LOUTERWATER	EC
XLK+	LUSIKISIKI	EC
EMLT	MACLEANTOWN	EC
EMC+	MACLEAR	EC
XMLI	MALUTI	EC
KMDE	MDANTSANE	EC

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
EMDB	MIDDELBURG (C/K)	EC
KMDD	MIDDLEDRIFT	EC
EMLL	MILLER	EC
EMGO	MISGUND	EC
EMTO	MOLTENO	EC
EMIS	MOOIPLAAS	EC
EMTR	MORTIMER	EC
EMWH	MOTHERWELL	EC
EMOW	MOTHERWELL WEST	EC
XMAL	MOUNT AYLIFF	EC
XMTF	MOUNT FLETCHER	EC
XMFE	MOUNT FRERE	EC
XMQL	MQANDULI	EC
ENBG	NEW BRIGHTON	EC
ENEL	NEWLANDS (E)	EC
XNI+	NGQELENI	EC
ENBD	NIEU-BETHESDA	EC
XNK+	NQAMAKWE	EC
KNTA	NTABETHEMBA	EC
EOUS	OUBOS	EC
EPNE	PATENSIE	EC
EPSN	PATERSON	EC
EPST	PEARSTON	EC
KPDI	PEDDIE	EC
EPTA	PORT ALFRED	EC
XPJ+	PORT ST JOHNS	EC
EQND	QUEENDUSTRIA	EC
EQN+	QUEENSTOWN	EC
EQNE	QUENERA	EC
XQU+	QUMBU	EC
ORHS	RHODES	EC
EREN	RIETBRON	EC
EREE	ROSEDALE	EC
ERSW	ROSSOUW	EC
KSYO	SEYMOUR	EC
ESSE	SOMERSET EAST	EC
ESGY	SPRING VALLEY	EC
ESAS	ST. ALBANS	EC
XSU+	STERKSPRUIT	EC
ESKV	STERKSTROOM	EC
ESTG	STEYNSBURG	EC
ESTL	STEYTLERVILLE	EC
ESTR	STORMSRIVIER	EC
ESTT	STUDTIS	EC
ESTH	STUTTERHEIM	EC
ESNL	SUNLAND	EC

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
ESRO	SUNRISE-ON-SEA	EC
ESS+	SWARTKOPS (C/K)	EC
ESWQ	SWEMPOORT	EC
XTKU	TABANKULU	EC
ETKD	TARKASTAD	EC
ETHL	THORNHILL	EC
ETIK	TSITSIKAMMA	EC
XTOL	TSOLO	EC
XTSM	TSOMO	EC
EUGI	UGIE	EC
XUA+	UMTATA	EC
XUKL	UMZIMKULU	EC
OVST	VENTERSTAD	EC
EWAL	WALMER	EC
EWA+	WAVERLEY E/C	EC
KWLY	WESLEY*	EC
KWTS	WHITTLESEA	EC
EWWM	WILLOWMORE	EC
XWIL	WILLOWVALE	EC
EWEN	WOLWEFONTEIN	EC
KZWH	ZWELITSHA	EC
EZWE	ZWIDE	EC
OARD	ALLANRIDGE	FS
OALT	ARLINGTON	FS
OASP	AUSTIN'S POST	FS
OBSI	BAIN'S VLEI	FS
OBLM	BETHLEHEM	FS
OBTU	BETHULIE	FS
OBOD	BLOEMANDA	FS
OBLT	BLOEMDUSTRIA	FS
OBID	BLOEMSIDE	FS
CBSF	BOSHOF	FS
OBVI	BOTHAVILLE	FS
OBOB	BOTSHABELO	FS
OBT+	BRANDFORT	FS
OBRV	BRONVILLE	FS
OBLF	BULTFONTEIN	FS
OCNS	CLARENS	FS
OCLO	CLOCOLAN	FS
OCMT	COMET	FS
OCNL	CORNELIA	FS
ODLV	DEALESVILLE	FS
TDYE	DENEYSVILLE	FS
ODP+	DEWETSDORP	FS
ODK+	DONKERPOORT	FS
OEB+	EDEN PARK	FS

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
OENV	EDENVILLE	FS
OEX+	EXCELSIOR	FS
OFM+	FAURESMITH	FS
OFER	FERREIRA	FS
OFKB	FICKSBURG	FS
OFRG	FOURIESBURG	FS
OFO+	FRANKFORT	FS
OGLW	GELUKWAARDS	FS
OGLE	GLEN	FS
OGMD	GOEDEMOED	FS
OHGD	HAGESDAM	FS
OHMO	HAMILTON	FS
OHRY	HARMONY	FS
OHS+	HARRISMITH	FS
OHEI	HEIDEDAL	FS
OHI+	HEILBRON	FS
OHVM	HENDRIK VERWOERDDAM	FS
OHNX	HENNENMAN	FS
CHZV	HERTZOGVILLE	FS
OHBO	HOBHOUSE	FS
OHVD	HOVELD	FS
CHPD	HOOPSTAD	FS
CJD+	JACOBSDAL	FS
OJF+	JAGERSFONTEIN	FS
OKAL	KAALVALLEI	FS
OKYV	KELLY'S VIEW	FS
OKTL	KESTELL	FS
OKGJ	KGOTSONG	FS
OKIF	KOFFIEFONTEIN	FS
OKPJ	KOPPIES	FS
OKD+	KROONSTAD	FS
OKUN	KUTLWANONG	FS
OLB+	LADYBRAND	FS
OLRP	LEERPOS	FS
OLY+	LINDLEY	FS
OLPA	LOURIERPARK	FS
OLKF	LUCKHOFF	FS
HMRG	MAROBENG	FS
OMQD	MARQUARD	FS
OMED	MELODING	FS
OMEL	MEMEL	FS
OMQN	MEQHELENG	FS
OMKM	MOKODUMELA	FS
OMYG	MONYAKENG	FS
OMHS	MOTHUSI	FS
HMMJ	MULELEMA	FS

Underserved Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
ONAM	NAMAHALI	FS
OOS+	ODENDAALSRUS	FS
OONV	ONVERWAGHT	FS
OOPP	OPPENHEIMER PARK	FS
TOJL	ORANJEVILLE	FS
OPUR	PAUL ROUX	FS
CPDG	PERDEBERG	FS
OPYN	PETRUS STEYN	FS
OPTB	PETRUSBURG	FS
OPHS	PHILIPPOLIS	FS
OPHL	PHOMOLONG	FS
OPHT	PHUTHADITJHABA	FS
OPRI	PRIORS	FS
OQLQ	QHOLAQWE	FS
ORDB	REDDERSBURG	FS
ORZ+	REITZ	FS
OROW	ROODEWAL	FS
OROS	ROSENDAL	FS
ORUX	ROUXVILLE	FS
HSLA	SELOSESHA	FS
OSKL	SENEKAL	FS
OSMF	SMITHFIELD	FS
OSLN	SOUTPAN	FS
OSFN	SPRINGFONTEIN	FS
OSTA	ST. HELENA	FS
OSMR	STEUNMEKAAR	FS
OSTS	STEYNSRUS	FS
OSBU	SWINBURNE	FS
OTNG	TEBANG	FS
HTC+	THABA NCHU	FS
OTER	THERONVILLE	FS
OTUN	THEUNISSEN	FS
OKFK	TIERPOORT	FS
OTPG	TROMPSBURG	FS
OTEI	TSEKI	FS
OTSE	TSHIAME	FS
OTTG	TSITSESONG	FS
OTUE	TUMAHOLE	FS
OTWG	TWEELING	FS
OTPT	TWEESPRUIT	FS
OVAK	VAALKRAAL	FS
OVAN	VAN REENEN	FS
OVRT	VAN STADENSRUS	FS
OVBG	VENTERSBURG	FS
OVKV	VERKEERDEVLEI	FS
TVJD	VILJOENSDRIF	FS

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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OVJN	VILJOENSKROON	FS
OVLS	VILLIERS	FS
OVIG	VIRGINIA	FS
OVZ+	VREDE	FS
OVT+	VREDEFORT	FS
OWDN	WARDEN	FS
OWTR	WATERBRON	FS
OWR+	WEPENER	FS
OWSB	WESSELSBRON	FS
OWBG	WINBURG	FS
TZDA	ZAMDELA	FS
OZA+	ZASTRON	FS
RAER	AEROTON	GT
RARP	ALRA PARK	GT
RALP	AUCKLAND PARK	GT
RBAP	BAPSFONTEIN	GT
TBDW	BEDWORTH PARK	GT
RBKL	BEKKERSDAL	GT
RBGS	BENMORE GARDENS	GT
TBBS	BERGBRIES	GT
TBHS	BEVERLY HILLS	GT
TBYG	BLYVOORUITSIG	GT
TBOK	BOEKENHOUTFONTEIN	GT
RBBA	BOKSBURG EAST	GT
TBNC	BONN ACCORD	GT
RBMF	BRAAMFONTEIN	GT
RBKM	BRINKMAN	GT
RCLC	CARLTON CENTRE	GT
RCWL	CHARTWELL	GT
TCFM	CORNER FORUM	GT
RCUR	CULLINAN RIDGE	GT
TDEE	DALESIDE	GT
RDVI	DAVEYTON	GT
TDUR	DE DEUR	GT
TDFS	DELFOSS	GT
RDMP	DELMORE PARK	GT
TDVO	DEVON	GT
RDIP	DIEPSLOOT	GT
RDPW	DIEPSLOOTWEST	GT
RDIL	DISWILMAR	GT
RDNP	DOORNKOP	GT
RDZK	DRIEZIEK	GT
RDDZ	DUDUZA	GT
REBK	EBONY PARK	GT
RENK	EDENPARK	GT
TEKA	EKANGALA	GT

Underserved Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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RENF	ELANDSDRIFT	GT
TEND	ELANDSRAND	GT
REDE	EMDENI	GT
TEVA	EVATON	GT
RFML	FARMALL	GT
RGSL	GELUKSDAL	GT
RGHA	GLENHARVIE	GT
RGME	GRASMERE	GT
THDB	HAAKDORINGBOOM	GT
THKA	HAMMANSKRAAL	GT
THG+	HEIDELBERG (T)	GT
THKP	HEKPOORT	GT
RHRI	HERIOTDALE	GT
RHBW	HILLBROW	GT
THIL	HILLCREST (TRANSVAAL)	GT
RHHN	HILLSHAVEN	GT
RHFN	HOLFFONTEIN	GT
THML	HOMELANDS	GT
RHYL	HYDELANE	GT
TVIN	ISCOR NOORD	GT
TJAB	JABULANI	GT
RJMP	JAMESON PARK	GT
RJP+	JEPPE	GT
RJHC	JOHANNESBURG CENTRAL	GT
RJHY	JOHANNESBURG CITY	GT
RJPK	JOUBERT PARK	GT
TKMP	KAMEELPOORT	GT
RKHG	KATLEHONG	GT
RKYA	KAYALAMI	GT
TKXS	KHUTSONG	GT
TKPN	KLIPPAN	GT
RKR+	KLIPRIVIER	GT
RKRO	KROMDRAAI	GT
RKTM	KWA THEMA	GT
TKWM	KWAMHLANGA	GT
TLKD	LAKESIDE	GT
RLAW	LAWLEY	GT
TLEB	LEBALENG	GT
TLFT	LEEUFONTEIN	GT
RLEU	LEEUKOP GEVANGENIS	GT
RLIB	LIBANON	GT
RLMY	LOMBARDY	GT
TLOG	LOTUS GARDENS	GT
TLRT	LOUIS RUST	GT
TLHF	LUSHOF	GT
TMCF	MAFATSANA	GT

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
TMSG	MAGALIESBURG	GT
TMSD	MAGALIESMOOT	GT
TMHV	MAHUBE VALLEY	GT
RMLP	MAILOLA PARK	GT
RMXF	MAIN REEFS	GT
TMWO	MAMELODI-OOS	GT
RMPH	MAPLETON	GT
RMRV	MARIEVALE	GT
TMEG	MASOHENG	GT
TMAT	MATENTENG	GT
TMDU	MEDUNSA	GT
RMND	MENDEZ	GT
RMEK	MOLELEKI	GT
TMLT	MOLOTO	GT
RMUD	MULDERSDRIFT	GT
RNST	NATALSPRUIT	GT
TNMP	NELLMAPIUS	GT
RNDF	NEW DOORNFONTEIN	GT
RNGZ	NGUZA	GT
RNLP	NHLAPO	GT
TOLB	OLIEVENHOUTBOSCH	GT
ROL+	OLIFANTSFONTEIN	GT
ROFM	ORANGE FARM	GT
ROFN	ORANGE FARM NORTH	GT
TPSQ	PERSEQUOR	GT
RPJE	POORTJIE	GT
TPR+	PRETORIA	GT
RPRG	PROTEA GLEN	GT
TRTD	RATANDA	GT
TRFW	REFILWE	GT
RRPK	REIGERPARK	GT
TRES	RESIDENSIA	GT
RRVE	RIETVALLEI	GT
TRSS	ROODS GARDENS	GT
TRNE	ROSHNEE	GT
TRLN	ROSSLYN	GT
TSBK	SEBOKENG	GT
RSNR	SONNESTRAAL	GT
TSWD	SWARTDAMSTAD	GT
RTBF	TAMBOEKIESFONTEIN	GT
RTDF	TEDDERFIELD	GT
RTMI	TEMBISA	GT
TTHA	THABONGVIEW	GT
TTHO	THOBELA	GT
RTSK	TSAKANE	GT
TVMR	VAAL MARINA	GT

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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TVFI	VASTFONTEIN	GT
TVNA	VERENA	GT
RVSU	VOSLOORUS	GT
RVLN	VOSLOORUS-NOORD	GT
RVLE	VOSLOORUS-OOS	GT
RVSS	VOSLOORUS SUID	GT
TWMT	WALLMANSTHAL	GT
RWPN	WATERPAN	GT
RWMA	WELOMLABO	GT
RWHS	WHEATLANDS	GT
RZKP	ZAKARIYYA PARK	GT
TZNI	ZITHOBENI	GT
TZKH	ZUIKERBOSCH	GT
RZBM	ZUURBEKOM	GT
NAMU	AMATIKULU	KN
NATW	AMATIKWE	KN
NBAB	BABANANGO	KN
NBGE	BALLENGEICH	KN
NBVL	BERGVILLE	KN
NBDR	BLOEDRIVIER	KN
NBSN	BOSTON	KN
NBHI	BOTHA'S HILL	KN
NBMA	BRAEMAR	KN
NBFD	BUFFELSDRAAI	KN
NBWR	BULWER	KN
NCOR	CATO RIDGE	KN
NCDR	CEDARVILLE	KN
NCZA	CEZA	KN
NCPV	CHAMPAGNE VALLEY*	KN
NCLE	CLERNAVILLE	KN
NCOE	COLENZO	KN
NCOP	COPEVILLE	KN
NCRO	CORONATION	KN
NCRB	CRAIGIEBURN	KN
NCMD	CRAMOND	KN
NCRT	CREIGHTON	KN
NCHE	CRESTHOLME	KN
NDHR	DANNHAUSER	KN
NDAN	DARNALL	KN
NDSN	DASSENHOEK	KN
NDJD	DE JAGERSDRIF	KN
NDBO	DONNYBROOK	KN
NDOR	DORINGKOP	KN
NDED	DUNDEE	KN
NDNC	DURNACOL	KN
NETD	EASTWOOD	KN

Underserved Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
NED+	EDENDALE	KN
NEGY	EDGLEY*	KN
NEKV	EKUVUKENI*	KN
NEGT	ELANDSLAAGTE	KN
NEBY	EMBILANYONI	KN
NEKE	EMBOKODWE*	KN
NENO	EMONDLO	KN
NEPI	EMPANGENI	KN
NEJI	EMPANJATI	KN
NES+	ESHOWE	KN
NEHI	ESIKHAWINI	KN
NET+	ESTCOURT	KN
NEST	ESTON	KN
NEZH	EZAKHENI	KN
NFWL	FAWN LEAS	KN
NFXN	FELIXTON	KN
NFRA	FRANKLIN	KN
NGKE	GAMALAKHE	KN
NGZB	GEZUBUSO	KN
NGHV	GINGINDLOVU	KN
NGCJ	GLENCOE	KN
NGLM	GLENMILL*	KN
NGKT	GLUCKSTADT	KN
NGOL	GOLELA	KN
NGYT	GREYTOWN	KN
NGVT	GROUTVILLE	KN
NHDE	HAMMARSDALE	KN
NHAG	HARBURG	KN
NHDG	HARDING	KN
NHMK	HELPMEKAAR	KN
NHRG	HERMANNSBURG	KN
NHBE	HIBBERDENE	KN
NHFT	HIGHFLATS	KN
NHLC	HILTON COLLEGE*	KN
NHVL	HIMEVILLE	KN
NHLB	HLABISA	KN
NHLN	HLOBANE	KN
NHLW	HLUHLUWE	KN
NIFB	IFAFA BEACH	KN
NIMP	IMPENDLE	KN
NIGA	INCHANGA	KN
NIGS	INGOGO	KN
NIGU	INGWAVUMA	KN
NINS	INVERNESS	KN
NISE	ISITHEBE	KN
NIX+	IXOPO	KN

Underserved Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
NIWI	IZINGOLWENI	KN
NISH	IZOTSHA	KN
NJRT	JAGERSRUST	KN
NJZM	JOZINI	KN
NKNP	KANDASPUNT	KN
NKWS	KLAARWATER*	KN
NKDT	KOKSTAD	KN
NKKP	KRANSKOP	KN
NKUL	KULEKA	KN
NKXD	KWADLANGEZWA	KN
NKKT	KWAMAKUTA	KN
NKWH	KWAMASHU	KN
NKWA	KWAMBONAMBI	KN
NKWE	KWAMSANE	KN
NKWZ	KWANDENGEZI	KN
NKGZ	KWANGWANASE	KN
NKWP	KWAPATA	KN
NLYS	LADYSMITH	KN
NLKS	LANGKRANS	KN
NLN+	LIDGETTON	KN
NLKP	LOSKOP	KN
NLSB	LOUWSBURG	KN
NLVU	LOVU*	KN
NMXD	MADADENI	KN
NMBE	MAGABENI	KN
NMGT	MAGUDU	KN
NMHL	MAHLABATINI	KN
NMAP	MAPUMALO	KN
NMBH	MBAZWANA	KN
NMNR	MEERENSEE	KN
NMTH	MELMOTH	KN
NMFN	MFOLWENI	KN
NMKZ	MKUZE	KN
NMR+	MOOIRIVIER	KN
NMPL	MOPHELA	KN
NMTP	MOUNT PARTRIDGE	KN
NMNN	MPELENGWANE	KN
NMVH	MPOPHOMENI	KN
NMQG	MPUMALANGA	KN
NMAU	MTUBATUBA	KN
NMUZ	MTUNZINI	KN
NMLM	MTWALUME	KN
NMUE	MUDEN	KN
NNAI	NAVALISLAND	KN
NNCE	NCOTSHANE	KN
NNDD	NDWEDWE	KN

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
NNWH	NEW HANOVER	KN
NNGN	NGAGANE	KN
NNGC	NGOCOLOSI	KN
NNDZ	NGUDWINI	KN
NNWZ	NGWELEZANA	KN
NNHZ	NHLAZATSHE	KN
NNKL	NKANDLA	KN
NNLI	NKWALINI	KN
NNGM	NONGOMA	KN
NNMD	NORMANDIEN	KN
NNDR	NOTTINGHAM ROAD	KN
NNQB	NQABENI	KN
NNQ+	NQUTU	KN
NNSL	NSELENI	KN
NNNI	NSHONGWENI	KN
NNTW	NTOKOZWENI	KN
NNTX	NTUMENI	KN
NNTZ	NTUZUMA	KN
NNYO	NYONI*	KN
NOAG	OHLANGA	KN
NORI	ORIBI	KN
NOSI	OSIZWENI*	KN
NOTN	OZWATINI*	KN
NPAK	PADDOCK	KN
NPDV	PARADISE VALLEY	KN
NPBG	PAULPIETERSBURG	KN
NPIR	PIETERS	KN
NPSA	PLESSISLAER	KN
NPMY	POMEROY	KN
NPGA	PONGOLA	KN
NPED	PORT EDWARD	KN
NPIT	PRINCES GRANT	KN
NQDI	QUDENI	KN
NRMD	RICHMOND NATAL	KN
NRSA	ROSETTA	KN
NSBH	SCOTTBURGH	KN
NSK+	SEVEN OAKS	KN
NSVN	SEVONTEIN	KN
NSKR	SHAKASKRAAL	KN
NSIY	SIBHAYI	KN
NSIQ	SINEMBE	KN
NSGT	SLANGSPRUIT*	KN
NSUE	ST. LUCIA	KN
NSWL	ST. WENDOLINS	KN
NSNG	STANGER	KN
NSDL	SUNDUMBILI	KN

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
NSKS	SWARTKOPS NATAL	KN
NTKU	TEKU	KN
NTGE	THE RANGE	KN
NTJ+	THORNVILLE JUNCTION	KN
NTGF	TUGELA FERRY	KN
NTGM	TUGELA MOUTH	KN
NTGR	TUGELA RAIL	KN
NUBO	UBOMBO	KN
NULU	ULUNDI	KN
NULN	ULUNDI NORTH	KN
NULZ	ULUNDI SOUTH	KN
NUBU	UMBUMBULU	KN
NUDB	UMDLOTI BEACH	KN
NUHB	UMHLANGA ROCKS	KN
NUOM	UMKOMAAS	KN
NULI	UMLAZI	KN
NUMT	UMTENTWENI	KN
NUC+	UMZINTO	KN
NUMZ	UMZUMBE	KN
NUNG	UNDERBERG	KN
NUT+	UTRECHT	KN
NVTD	VOORTREKKERSTRAND	KN
NVHD	VRYHEID	KN
NWUG	WARTBURG	KN
NWHB	WASBANK	KN
NWRL	WATERLOO	KN
NWEE	WEENEN	KN
NWMZ	WEMBEZI	KN
NWEZ	WEZA	KN
NWHE	WHEBEDE	KN
NWIN	WINTERTON	KN
NWGN	WOODGLEN	KN
TAMF	AMERSFOORT	MPL
TAM+	AMSTERDAM	MPL
TBBT	BABETHU	MPL
TBPA	BADPLAAS	MPL
HBAE	BALEEMA	MPL
TBFU	BALFOUR	MPL
HBMK	BAMAACA	MPL
HBGK	BAMOKGOKO	MPL
TBN+	BARBERTON	MPL
TBFL	BELFAST	MPL
TBAL	BETHAL	MPL
TBKO	BLINKPAN	MPL
TBHH	BOEKENHOUTHOEK	MPL
TBHE	BOSBOKRAND	MPL

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
TBDN	BRENDAN	MPL
TBYN	BREYTEN	MPL
TBTI	BUTHI	MPL
TCR+	CAROLINA	MPL
TCLS	CHARL CILLIERS	MPL
TCRM	CHRISSIESMEER	MPL
TCLU	COALVILLE	MPL
TCDG	COLDGOU	MPL
TCBO	CRYSBESTOS	MPL
TDAV	DAVEL	MPL
TDEX	DELMAS	MPL
TDNT	DENNILTON	MPL
TDPD	DIEPDAL	MPL
TDSM	DOUGLAS MINE	MPL
TDDD	DUNDONALD	MPL
TEDA	EKANDUSTRIA	MPL
TEDR	ELANDSDORING	MPL
TEFN	ELANDSFONTEIN	MPL
TERK	ELUKWATINI	MPL
TEAE	EMBALENHLE	MPL
TEMG	EMPUMALANGA	MPL
TETJ	EMTHONJENI	MPL
TGK+	GRASKOP	MPL
TGS+	GREYLINGSTAD	MPL
TGVI	GROOTVLEI	MPL
THYW	HAZYVIEW	MPL
THP+	HECTORSPRUIT	MPL
THEN	HENDRINA	MPL
THLE	HOLMDENE	MPL
TIMO	IMBONGOZI	MPL
TISW	ISWEPE	MPL
TJRL	JERUSALEM	MPL
TKBI	KABOKWENI	MPL
TKZN	KANYAMAZANE	MPL
TKHA	KHAYALETHU	MPL
TKIR	KINROSS	MPL
TKIL	KRIEL*	MPL
TKGQ	KWA GUQA	MPL
TKLU	KWALUGEDLANE	MPL
TKHW	KWAMHLUSHWA	MPL
TKLE	KWARRIELAAGTE	MPL
TKZM	KWAZAMOKUHLE	MPL
TLGW	LEGOGWE	MPL
TLED	LESEDI VILLAGE	MPL
TLEL	LESLIE	MPL
TLHR	LOTHAIR	MPL

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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TMDY	MADLAYEDWA	MPL
TMGB	MAGELEMBE	MPL
TMEH	MARBLE HALL	MPL
TMRT	MARITE	MPL
TMSS	MASHISHING	MPL
TMJR	MATJIRINI	MPL
TMJU	MATSULU	MPL
TMUS	MEERLUS	MPL
TMHU	MHLUZI	MPL
TMON	MOOLMAN	MPL
TMZN	MORGENZON	MPL
TMPC	MPULUZI	MPL
TMGW	MSONGELWA	MPL
TNGX	NGODWANA	MPL
TNKP	NOORDKAAP	MPL
TNSI	NSIKAZI	MPL
TNUC	NUCAM	MPL
TOOG	OGIES	MPL
TOH+	OSHOEK	MPL
TPAA	PERDEKOP	MPL
TPHA	PHOLA	MPL
TPF+	PIET RETIEF	MPL
TPGM	PILGRIM'S REST	MPL
TPLN	PLATRAN	MPL
TRTS	RIETSPRUIT*	MPL
TSA+	SABIE	MPL
TSKI	SAKHILE	MPL
TSGN	SCHAGEN	MPL
TSPM	SHEEPMOOR	MPL
TSGW	SHONGWE MISSION	MPL
TSDU	SIDU	MPL
TSVE	SIMKINSVALE	MPL
TSYW	SIYABUSWA	MPL
TSYT	SIYATHUTHUKA	MPL
HSDP	SKILPADFONTEIN	MPL
TSKZ	SKUKUZA	MPL
TSKZ1	SKUKUZA	MPL
TSLF	SLEUTELFONTEIN	MPL
TSOB	SOMAROBOGO	MPL
RSUN	SUNDRA	MPL
TTDK	THANDUKWAZI	MPL
TTTK	THUTHUKANI	MPL
TTRI	TRICHARDT	MPL
TTBH	TUBELIHLE	MPL
TUTZ	UTHOKOZANI	MPL
TVA+	VAL	MPL

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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TWAK	WAKKERSTROOM	MPL
TWAB	WARBURTON	MPL
TWVB	WATERVAL BOVEN	MPL
TWWZ	WOLWEKRANS	MPL
TXPE	XIPAME	MPL
TZFN	ZONDAGSFONTEIN	MPL
CAGG	AGGENEYS	NC
WAXB	ALEXANDER BAY	NC
CALH	ALHEIT	NC
CAKH	ASKHAM	NC
CATS	ATTIESPLAAS	NC
CAHS	AUGRABIES	NC
CAWL	AUGRABIES WATERVAL PAYPHONE	NC
CBKS	BARKLY WEST	NC
CBEM	BELMONT	NC
CBAG	BLADGROND	NC
CBKW	BLIKFONTEIN	NC
CBUB	BOEGOEBERG	NC
CBDV	BRANDVLEI	NC
CBTT	BRITSTOWN	NC
WCI+	CALVINIA	NC
CCAM	CAMPBELL	NC
CCRV	CARNARVON	NC
WCLG	CAROLUSBERG	NC
OCBG	COLESBERG	NC
WCON	CONCORDIA	NC
CDAL	DANIELSKUIL	NC
CDA+	DE AAR	NC
CDHP	DELPORTSHOOP	NC
CDBX	DIBENG	NC
CDGL	DINGLETON	NC
CDKB	DISKOBOLOS	NC
CDG+	DOUGLAS	NC
WFSB	FRASERBURG	NC
WGAS	GARAGAMS	NC
WGE+	GARIES	NC
CGFT	GEDEONSFONTEIN	NC
CGPS	GEELPUTS	NC
CGEL	GELUKSPRUIT	NC
CGPK	GEMSBOKPARK	NC
CGAK	GRANAATBOSKOLK	NC
CGU+	GRIEKWASTAD	NC
CGHP	GROBLERSHOOP	NC
CGOK	GROOTDRINK	NC
CHV+	HANOVER	NC
CHSV	HARTSVALLEI	NC

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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CHRW	HARTSWATER	NC
CHGV	HEUNINGVLEI	NC
CHSD	HOMESTEAD	NC
WHKB	HONDEKLIPBAAI	NC
CHPT	HOPETOWN	NC
CHZL	HOTAZEL	NC
CHGS	HOUGHSPLAAS	NC
CHTS	HUTCHINSON	NC
CJKP	JAN KEMPDORP	NC
CJOP	JOOSTEPAN	NC
CKAM	KAKAMAS	NC
WKSM	KAMASPAN	NC
WKMK	KAMIESKROON	NC
CKNI	KANONEILAND	NC
CKAO	KAROS	NC
CKES	KEIMOEES	NC
CKEN	KENHARDT	NC
CKIE	KLEIN-MIER	NC
CKLN	KLEINBEGIN	NC
WKNZ	KLEINSEE	NC
CKOG	KOEGASBRUG	NC
CKOQ	KOEIPAN	NC
CKMF	KOOPMANSFONTEIN	NC
CKUO	KOUPAN	NC
CKKL	KRAANKUIL	NC
CKRV	KROMRIVIER	NC
CLBD	LAMBRECHTSDRIF	NC
CLGP	LANGKLIP	NC
CLAC	LIME ACRES	NC
WLRG	LOERIESFONTEIN	NC
CLHL	LOHATLHA	NC
CLGS	LONGLANDS	NC
CLGO	LOOGKOLK	NC
WLPP	LOSPERPLAAS	NC
CLOI	LOUISVALE	NC
CLTN	LOXTON	NC
CLPS	LUTZPUTS	NC
CMAG	MAGAGONG	NC
CMPM	MANCOP MINE	NC
CMRC	MARCHAND	NC
CMYL	MARYDALE	NC
CMRF	MERRIESPAN	NC
CMEM	MERRIMAN	NC
CMIE	MIER	NC
CMIJ	MORNING GLORY	NC
WNEP	NABABEEP	NC

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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CNMS	NAMIES	NC
CNKH	NIEKERKSHOOP	NC
WNY+	NIEUWOUDTVILLE	NC
CNPU	NOENIEPUT	NC
ENO+	NOUPOORT	NC
WOK+	OKIEP	NC
COLK	OLIFANTSHOEK	NC
COLV	OLYVENHOUTSDRIFT	NC
CODS	ONDERSTEDORINGS	NC
CONP	ONSEEPKANS	NC
COAN	OPSTAAN	NC
CORA	ORANIA	NC
COSK	OUBOSKOLK	NC
CPPP	PAMPOENPOORT	NC
CPLL	PELLA	NC
CPU+	PETRUSVILLE	NC
CPLT	PHILIPSTOWN	NC
CPYG	PLOOYSBURG	NC
CPDR	POFADDER	NC
WPH+	PORT NOLLOTH	NC
CPSB	POSTMASBURG	NC
CPFT	POTFONTEIN/STA	NC
CPK+	PRIESKA	NC
CPZW	PUTSONDERWATER	NC
CRWL	RETSWELELE	NC
CRHC	RICHMOND OFS	NC
CRIC	RITCHIE	NC
CRDQ	ROODEPAN	NC
CSNT	SANTOY	NC
WSKN	SPRINGBOK	NC
WSTF	STEINKOPF	NC
CSEP	STEYNSPLAAS	NC
CSDN	STRYDENBURG	NC
WSUD	SUTHERLAND	NC
CTEP	TELLERIEPAN	NC
CTSR	THREE SISTERS	NC
CTKL	TONTELBOS	NC
CULC	ULCO	NC
CVK+	VAN WYKSVLEI	NC
CVZT	VAN ZYLSRUS	NC
CVKM	VANDERKLOOFDAM	NC
CVNP	VERNEUKPAN	NC
CVCW	VICTORIA-WES	NC
CVOP	VOLOP	NC
CVSB	VOSBURG	NC
CVRO	VROUENSPAN	NC

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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CWRN	WARRENTON	NC
CWEG	WEGDRAAI	NC
CWIE	WIELKOLKSLEEGTE	NC
CWLS	WILLISTON	NC
CWDS	WINDSORTON	NC
TACO	ACORNHOEK	NP
TADY	ALLDAYS	NP
TAPL	APEL	NP
TARM	ARABIEDAM	NP
TAST	ARTHURSTONE	NP
TATK	ATOK	NP
TBKA	BAKENBERG	NP
TBAK	BAKONE	NP
TBDK	BANDELIERKOP	NP
TBCM	BOCHUM	NP
TBOJ	BOLEU	NP
TBY+	BOYNE	NP
TBUG	BULGERIVIER	NP
TCHT	CHUENESPOORT	NP
TDDO	DENDRON	NP
TDIE	DIKGALE	NP
TDLK	DILOKONG	NP
TDKP	DRIEKOP	NP
TDVK	DUIWELSKLOOF	NP
TDWR	DWARSRIVIER	NP
VDZI	DZANANI	NP
VDZM	DZIMAU LI	NP
TENA	EDNA	NP
TETZ	EKHATHAZWENI	NP
TEH+	ELIM HOSPITAL	NP
TELS	ELLISRAS	NP
TFUM	FUMANI	NP
TGGI	GA-RAKGWADI	NP
TGGK	GAKGAPANE	NP
TGMR	GAMAROTA	NP
TGIY	GIYANI	NP
TGIN	GIYANI NORTH	NP
TGLI	GLEN COWIE	NP
TGOM	GOMPIES	NP
TGRV	GRAVELOTTE	NP
TGOO	GROOTHOEKHOSPITAAL	NP
VHMY	HA-MAKUYA	NP
VHMZ	HA-MANENZHE	NP
THKI	HLUVUKANI	NP
THDT	HOEDSPRUIT	NP
TJFH	JANE FURSE HOSPITAAL	NP

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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TJUO	JUNO	NP
TKDI	KEDIKETSI	NP
TKSW	KGAUTSWANE	NP
TKTJ	KOLOTI	NP
TLPT	LEEUPPOORT	NP
TLMS	LEMKINS	NP
TLNE	LENYENYE	NP
TLTE	LETSITELE	NP
TLVU	LEVUBU	NP
TLSE	LONSDALE	NP
TLLK	LULEKANI	NP
VLMO	LWAMONDOTSIA-MUTSHA	NP
TMHC	MAANDAGSHOEK	NP
TMWG	MAHWELERENG	NP
TMJA	MAJA	NP
TMYA	MALAITA	NP
TMLE	MALAMULELE	NP
VMDG	MANDANGANI	NP
TMPA	MAPELA	NP
TMRS	MARISHANE	NP
TMRG	MAROPONG	NP
TMRU	MARULANENG	NP
VMXK	MASAKONA	NP
VMXB	MASHAMBA	NP
TMSN	MASHASHANE	NP
VMAH	MASHAU	NP
VMAI	MASIA	NP
VMXC	MASISI	NP
TMJB	MBIBANE	NP
TMSA	MESSINA	NP
TMQH	MKHUHLU	NP
TMFY	MMAFEFE	NP
TMJJ	MODJADJI	NP
TMOD	MOETLADIMO	NP
TMYK	MOGANYAKA	NP
TMGM	MOGODUMO	NP
TMTN	MOETLANE	NP
TMIL	MOLOTOTSI	NP
TMKS	MOOKETSI	NP
TMPG	MOOPONG	NP
TMTE	MOTETEMA	NP
TMFH	MPHAHLELE	NP
VMPI	MPHENI	NP
TMIY	MPUDULLE	NP
VMUV	MULIMA	NP
VMZI	MUNSHEDZI	NP

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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VMDI	MUSWODI	NP
VMUW	MUTALE/MAKONDE	NP
TMIU	MUTHATHI	NP
TNDL	NALEDI	NP
TNKE	NAMAKGALE	NP
TNKO	NKOWAKOWA	NP
TNRM	NORTHAM	NP
VNLL	NTHABALALA	NP
TNWU	NWAMANUNGU	NP
TNMW	NWAMITWA	NP
VNZH	NZHELELE	NP
TPUU	PAULUSWEG	NP
TPGE	PENGE	NP
TPTE	PHETWANE	NP
TPOK	PHOKWANE	NP
TPNS	PIENAARSRIEVER	NP
TPSI	POLITSI	NP
TPBL	PUNCH BOWL	NP
TRDI	RADITSHABA	NP
TRPA	RAMOKGOPA	NP
TRBO	REBONE	NP
TRTN	ROEDTAN	NP
TROI	ROOIBERG	NP
TRDW	RUST DE WINTER	NP
TSKU	SEKHUKHUNE	NP
TSPE	SENOPELWE	NP
TSNW	SENWAMOKGOPE	NP
TSPN	SEPANAPUDI	NP
TSSH	SESHEGO	NP
TSEW	SETOTOLWANE	NP
TSRS	SETTLERS	NP
TSHL	SHATALE	NP
VSNM	SHAYANDIMA	NP
VSIB	SIBASA	NP
VSIT	SINTHUMULE	NP
TSVG	SOVENGA	NP
TSKQ	STERKRIVIER	NP
VSTR	STRAITHARDT	NP
TSWC	SUSWE	NP
TTAT	TARENTAALRAND	NP
VTYU	THOHOYANDOU	NP
TTLW	THOLONGWE	NP
TTHU	THULAMAHASHE	NP
TTIN	TINMYNE	NP
TTDL	TRICHARDTSDAL	NP
VTKA	TSHAKHUMA	NP

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
VTAU	TSHAULU	NP
VTKI	TSHIKWARANI	NP
TTHS	TSHIPISE	NP
VTKU	TSHIWAVHUSIKI	NP
VTSA	TSIA MUTSHA	NP
TTSY	TSIMANYANE	NP
TTUD	TUNDUMO	NP
TVLW	VAALWATER	NP
VVHI	VHUFULI	NP
TVIO	VIVO	NP
TVGI	VONGANI	NP
VVWI	VUWANI	NP
TVYI	VUYANI	NP
TXHK	XIHOKO	NP
TXKU	XIKUNDU	NP
TXHW	XIMHUNGWE	NP
TZBD	ZEBEDIELA	NP
HAPT	AIRPORT TBVC	NW
CALR	ALETTASRUS	NW
CALA	AMALIA	NW
HAMG	ATAMELANG	NW
HBBI	BABALEGI	NW
HBKI	BANKDRIF	NW
HBAS	BATLHARO	NW
HBDG	BEDWANG	NW
TBEA	BEESTEKRAAL	NW
HBTE	BETHANIE	NW
TBJV	BIESIESVLEI	NW
HBRB	BLAIRBETH	NW
TBBK	BLESKOP	NW
CBHF	BLOEMHOF	NW
TBOH	BOSHOCK	NW
TBSK	BOSKOP	NW
HBOG	BOTHITLONG	NW
HBKT	BRAKLAAGTE	NW
CBRJ	BRAY	NW
TBIS	BRITS	NW
CBDT	BROEDERSPUT	NW
TBLN	BUFFELSFONTEIN	NW
HCAR	CAROUSAL	NW
CCTA	CHRISTIANA	NW
CCSM	COETZERSDAM	NW
TDVL	DAMONSVILLE	NW
CDYL	DELAREYVILLE	NW
TDRB	DERBY	NW
HDOA	DINOKANA	NW

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
HDIA	DISANENG	NW
HDYS	DRY HARTS	NW
HGAY	GANYESA	NW
TGDU	GERDAU	NW
CGSD	GEYSDORP	NW
HGED	GLEN RED	NW
THBF	HARTBEESFONTEIN	NW
HHBN	HEBRON	NW
HHEU	HEUNAAR	NW
TIGG	IKAGENG	NW
HIOG	ITSOENG	NW
HJRO	JERICO	NW
TJOB	JOUBERTON	NW
HKLF	KALAFI	NW
HKAD	KAMDEN	NW
CKML	KAMEEL	NW
HKJM	KAMEELBOOM	NW
TKAJ	KANANA	NW
TKUZ	KHUMA	NW
TKPD	KLIPDRIF	NW
HKPG	KLIPGAT	NW
TKKS	KOKOSI	NW
HKPA	KOPELA	NW
TKOE	KOSTER	NW
HKPN	KRAAIPAN	NW
TKDF	KROKODILDRIFT	NW
TKND	KROONDAL	NW
HKUA	KUNANA	NW
TLUS	LEEUDORINGSTAD	NW
CLES	LENIESDEEL	NW
HLRO	LERATO	NW
TLHB	LETLHABILE	NW
TLPF	LOSPERFONTEIN	NW
CLYO	LYKSO	NW
HMSL	MABAALSTAD	NW
HMEK	MABESKRAAL	NW
HMNP	MABOPANE	NW
HMIG	MADIBOGO	NW
HMIW	MADIKWE	NW
HMGW	MAGOGWE	NW
HMGR	MAGONARE PARK	NW
HMPL	MAGOPELA	NW
HMJN	MAIJANE	NW
HMJT	MAJANENG	NW
HMJO	MAJEMANTSHO	NW
HMKC	MAKAPAAANSTAD	NW

Underserved Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
HMGQ	MAKGOBISTAD	NW
TMAQ	MAKWASSIE	NW
TMGK	MAMOGALESKRAAL	NW
HMAM	MANAMELA	NW
HMSQ	MANTHESAD	NW
HMNT	MANTSHO	NW
HMYG	MANYEDING	NW
CMRZ	MAREETSANE	NW
TMRK	MARIKANA	NW
HMBY	MASEBUDULE	NW
CMGL	MIGDOL	NW
HMMB	MMABATHO	NW
HMND	MODIMOSANA	NW
TMHA	MOHADIN	NW
HMTD	MOKGAOTSISTAD	NW
HMKR	MOKGARENG	NW
HMGJ	MOKGATLHA	NW
HMJZ	MOLATEDI	NW
HMKT	MONNAKATO	NW
HMKW	MOROKWENG	NW
HMBA	MOTHIBISTAD	NW
HMOG	MOTHUTLONG	NW
HMOC	MOTSWEDI	NW
TNEF	NEFT	NW
TNIE	NIETVERDIEND	NW
HNLM	NORLIM	NW
HOSK	OSKRAAL	NW
TODL	OTTOSDAL	NW
TOTP	OTTOSHOOP	NW
TPDN	PAARDEKRAAL NOORD	NW
TPDS	PAARDEKRAAL SUID	NW
TPDW	PAARDEKRAAL WES	NW
TPHD	PACHSDRAAI	NW
HPPD	PAMPIERSTAD	NW
HPKG	PHOKENG	NW
HPSG	PHOTSANENG	NW
CPLD	PIET PLESSIS	NW
HPLB	PILANSBERG	NW
CPOM	POMFRET	NW
HPUD	PUDIMOE	NW
HRAT	RADITHUSO	NW
CRVO	REIVILO	NW
HRNL	RHENOSTERKRAAL	NW
TROG	ROOIGROND	NW
TSAF	SANDFONTEIN	NW
TSAN	SANNIESHOF	NW

Underserved Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
HSLT	SAULSPOORT	NW
CSZ+	SCHWEIZER RENEKE	NW
CSNC	SENLAC	NW
CSEL	SETLAGOLE	NW
HSKO	SILKAATSKOP	NW
HSLK	SILWERKRANS	NW
TSSD	SKUINSDRIF	NW
TSLY	SLURRY	NW
TSNO	SONOP	NW
CSOU	SOUTBOS	NW
CSDZ	STEEKDORINGS	NW
CSX+	STELLA	NW
HSUG	SUPINGSTAD	NW
HSWB	SWARTBOOI STAD	NW
HSWX	SWARTFONTEIN	NW
TSWG	SWARTRUGGENS	NW
HTPS	TAMPOSTAD	NW
HTGS	TAUNG	NW
HTEH	TEMBA	NW
HTLE	THLABANE	NW
HTKG	TLAKGAMENG	NW
HTUK	TOEMASKOP	NW
CTOC	TOSCA	NW
HTSG	TSEOGE	NW
HTMO	TSHIDILAMOLOMO	NW
HTNN	TSINENG	NW
TVTP	VENTERSDORP	NW
CVEE	VERGELEE	NW
TVMA	VERMAAS	NW
CVPG	VERPLIG	NW
CVRH	VOSTERSHOOP	NW
CVR+	VRYBURG	NW
TWDL	WEDELA	NW
TWGV	WELGEVONDEN	NW
TWGB	WILGEBOOM	NW
HWNV	WINTERVELD	NW
HWKG	WITKLEIGAT	NW
TWLM	WOLMARANSSTAD	NW
TZR+	ZEERUST	NW
TZRP	ZUURPLAAT	NW
WABE	ABBOTSDALE	WC
WAIR	AIRPORT	WC
WAA+	ALBERTINIA	WC
WAPW	APPLETHWAITE	WC
WASH	ASHTON	WC
WAT+	ATHLONE	WC

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
WALS	ATLANTIS	WC
WAU+	AURORA	WC
WAVP	AVIONPARK	WC
EAVN	AVONTUUR	WC
WBAR	BARRYDALE	WC
WBFW	BEAUFORT WEST	WC
WBVS	BELLA VISTA	WC
WBEF	BITTERFONTEIN	WC
WBON	BONNIEVALE	WC
WBNH	BONTEHEUWEL	WC
WBOT	BOTRIVIER	WC
WBR+	BREERIVIER	WC
WBTD	BRENTWOOD	WC
EBRG	BRIDGETON	WC
WBJS	BUFFELJAGSRIVIER	WC
EBUF	BUFFELSBAAI	WC
EBFP	BUFFELSKLIP	WC
WCN+	CALEDON	WC
ECZD	CALITZDORP	WC
WCZ+	CERES	WC
WCIT	CITRUSDAL	WC
WCWM	CLANWILLIAM	WC
WCSV	CLOETESVILLE	WC
WDJS	DALJOSAFAT	WC
EDMA	D'ALMEIDA	WC
WDKV	DANCKERTVILLE	WC
WDI+	DARLING	WC
WDDS	DE DOORNS	WC
EDRT	DE RUST	WC
WDWT	DE WET	WC
WDNI	DORINGBAAI	WC
EDSL	DYSELSDORP	WC
WEKL	EENDEKUIL	WC
WERS	EERSTERIVIER	WC
WEBI	ELANDSBAAI	WC
WERV	ERINVALE	WC
WFA+	FAURE	WC
WFHK	FRANSCHHOEK	WC
WFKS	FRANSKRAALSTRAND	WC
WGDL	GENADENDAL	WC
WGDA	GOUDA	WC
WGR+	GOUDINIWEG	WC
WGOU	GOURITZMOND	WC
WGFW	GRAAFWATER	WC
WGB+	GRABOUW	WC
WGY+	GREYTON	WC

Underserved Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
EGBK	GROOT BRAKRIVIER	WC
WGDN	GROOTDRAKENSTEIN	WC
WGUS	GUSTROUW	WC
EHLN	HAARLEM	WC
WHVT	HAASVLAKTE	WC
WHB+	HEIDELBERG (C/K)	WC
WHDM	HEIDERSTROOM	WC
EHDN	HERBERTSDALE	WC
WHMN	HERMANUS	WC
EHED	HEROLD	WC
EHW+	HIGHWAY	WC
EHWK	HOEKWIL	WC
WHPF	HOPEFIELD	WC
EHNE	HORNLEE	WC
WHUS	HUGORUS	WC
WJKL	JAGERSKRAAL	WC
WJOF	JONGENSFONTEIN	WC
WKBK	KALBASKRAAL	WC
EKTA	KARATARA	WC
EKBR	KEURBOOMSRIVIER	WC
WKYE	KHAYELITSHA*	WC
WKS+	KLAPMUTS	WC
WKVE	KLAWER	WC
EKLB	KLEINBERG	WC
EKSZ	KLEINKRANZ	WC
WKH+	KLIPHEUWEL	WC
WKHF	KOELENHOF	WC
WKGO	KOMMAGAS	WC
WKGG	KORINGBERG	WC
WKBE	KOUÉ BOKKEVELD	WC
WKA+	KRAAIFONTEIN	WC
WLSM	LADISMITH CP	WC
WLBG	LAINGSBURG	WC
WLGN	LANGEBAAWEG	WC
WLGU	LEEU-GAMKA	WC
WLZE	LUTZVILLE	WC
WLD+	LYNEDOCH	WC
WMRW	MARAISMEER	WC
WMAC	MCGREGOR	WC
WMVE	MERWEVILLE	WC
WMFE	MFESANE	WC
WMTU	MONTAGU	WC
WMOR	MOORREESBURG	WC
WMVR	MORAVIA	WC
WMLI	MULDERSVLEI	WC
EMBG	MURRAYSBURG	WC

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
WNPR	NAPIER	WC
WNPE	NAPKEI	WC
WNP+	NELSPOORT	WC
WNRT	NEVERSET	WC
ENHT	NOLL	WC
WNFT	NOOIENFONTEIN	WC
WNVR	NUWERUS	WC
WOG+	ORCHARD	WC
EPCD	PACALTS DORP	WC
WPAT	PATERNOSTER	WC
WPTL	PATRYSLAAGTE	WC
WPB+	PEARLY BEACH	WC
WPDA	PHILADELPHIA	WC
WPHP	PHILIPPI	WC
WPTV	PORTERVILLE	WC
WPAL	PRINCE ALBERT	WC
WPAH	PRINCE ALFRED HAMLET	WC
WPLD	PRINS ALBERTWEG	WC
WPTM	PROTEM	WC
WRAW	RAWSONVILLE	WC
WRED	REDELINGHUIS	WC
WRIK	RIEBEEK-KASTEEL	WC
WRBW	RIEBEEK-WES	WC
WRVD	RIVERSDALE	WC
WRIZ	RIVIERSONDEREND	WC
WROD	ROBBENEILAND	WC
WRBN	ROBERTSON	WC
WRDN	ROSEDENE	WC
EROT	ROTTANGLAAGTE	WC
WSDA	SALDANHA	WC
WSHS	SANDHILLS	WC
ESNZ	SANDKRAAL	WC
WSRN	SARON	WC
WSHW	SHERWOOD	WC
WSRL	SIR LOWRY'S PASS	WC
WSIK	SPIOENKOP	WC
WSTY	ST. HELENABAAI	WC
WSFD	STANFORD	WC
WSSB	STRUISBAAI	WC
WSBQ	SUURBRAAK	WC
WSWM	SWELLENDAM	WC
ETCG	THE CRAGS	WC
ETBU	THEMBALETHU	WC
WTWR	TOUWSRIVIER	WC
WTV+	TULBAGH	WC
EUNL	UNIONDALE	WC

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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WVRD	VANRHYNSDORP	WC
WVVD	VERSVELD	WC
WVDP	VILLIERSDORP	WC
EVBI	VLEESBAAI	WC
WWLD	VLEILAND	WC
WVRG	VREDENBURG	WC
WVDD	VREDENDAL	WC
WVYB	VYEBOOM	WC
WWHZ	WAENHUISKRANS	WC
WWLV	WELLINGTON	WC
WWMK	WEMMERSHOEK	WC
WWML	WINDMEUL	WC
WWHD	WITSAND	WC
WWGT	WOLFGAT	WC
WWSE	WOLSELEY	WC
WZVT	ZANDVLIET	WC
WZOR	ZOAR	WC
WZTA	ZWELETHEMBA	WC

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
EADE	ADELAIDE	EC
EAVE	ASHERVILLE	EC
EBFS	BUFFALO FLATS	EC
EBNS	BOKNESSTRAND	EC
EBSR	BIRDS RIVER	EC
EDWN	DAWN	EC
EFBT	FORT BEAUFORT	EC
EIDX	IDA (DR MASS)	EC
EJUA	JOUBERTINA	EC
EJV+	JANSENVILLE	EC
EKAF	KLAARFONTEIN	EC
EKBX	KWANOBUHLE	EC
EKFS	KINGS FLATS	EC
EKHD	KORHAANSDRIF	EC
EKRA	KRAKEELRIVIER	EC
ELTW	LOUTERWATER	EC
EMDB	MIDDELBURG (C/K)	EC
EMGO	MISGUND	EC
EMLL	MILLER	EC
ENEL	NEWLANDS (E)	EC
EPSN	PATERSON	EC
EQND	QUEENDUSTRIA	EC
EREN	RIETBRON	EC
ERSW	ROSSOUW	EC
ESSE	SOMERSET EAST	EC
ESTT	STUDTIS	EC
ESWQ	SWEMPOORT	EC
ETKD	TARKASTAD	EC
EWA+	WAVERLEY E/C	EC
KBA+	BALFOUR	EC
KBLB	BULEMBU	EC
KCDB	DEBENEK	EC
KEDQ	EDONQABA	EC
KHAM	HAMBURG*	EC
KHTO	HEALDTOWN	EC
KILA	ILITHA	EC
KKIZ	DIMBAZA	EC
KNTA	NTABETHEMBA	EC
KWTS	WHITTLESEA	EC
OCF+	CLIFFORD	EC
OMFD	MOSHESH'S FORD	EC
XEZI	EZIBELENI	EC
XMAL	MOUNT AYLIFF	EC
HMMJ	MULELEMA	FS
HMRG	MAROBENG	FS
HSLA	SELOSESHA	FS

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
OBRV	BRONVILLE	FS
OBVI	BOTHAVILLE	FS
OCMT	COMET	FS
OFFK	FLAMINGOPARK	FS
OKD+	KROONSTAD	FS
OMED	MELODING	FS
ONAM	NAMAHALI	FS
OPRI	PRIORS	FS
OQLQ	QHOLAQWE	FS
OTNG	TEBANG	FS
OTTG	TSIITSESONG	FS
TSSG	SASOLBURG	FS
RCIH	CRAIGHALL	GT
RCIN	CRAIGHALLNORTH	GT
RCLC	CARLTON CENTRE	GT
RDPW	DIEPSLOOTWEST	GT
RHPK	HYDEPARK	GT
RHYC	HYDEPARKCRESCENT	GT
RHYL	HYDELANE	GT
RHYS	HYDEPARK SHOPCENTRE	GT
RILS	ILOVO SHOPPINGCENTRE	GT
RLME	LOMBARDY EAST	GT
RMAO	MAROELADAL	GT
RSDG	SANDHURSTGATE	GT
TBRA	BRAKFORTEIN	GT
THWD	HEUWELOORD	GT
TMAT	MATENTENG	GT
TRTD	RATANDA	GT
TSWD	SWARTDAMSTAD	GT
NTGE	THE RANGE	KN
HBAE	BALEEMA	MPL
HBGK	BAMOKGOKO	MPL
HBMK	BAMAACA	MPL
HSDP	SKILPADFONTEIN	MPL
TBDN	BRENDAN	MPL
TEAT	ESTANCIA	MPL
TEFN	ELANDSFONTEIN	MPL
TETJ	EMTHONJENI	MPL
TKHA	KHAYALETHU	MPL
TKZM	KWAZAMOKUHLE	MPL
TMFG	MOFOKENG	MPL
TMHU	MHLUZI	MPL
TNUC	NUCAM	MPL
TPLN	PLATRAN	MPL
TSLF	SLEUTELFONTEIN	MPL
TSON	SONHEUWEL	MPL

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
TSTE	STEILTES	MPL
TSYT	SIYATHUTHUKA	MPL
TTBH	TUBELIHLE	MPL
TUTZ	UTHOKOZANI	MPL
TWAC	WEST ACRES	MPL
TXPE	XIPAME	MPL
TAML	AMANDELBULT	NP
TANA	ANNADALE	NP
TCHT	CHUENESPOORT	NP
TDMD	DALMADA	NP
TDOT	DOORNBULT	NP
TEGD	EERSTEGOUD	NP
TENA	EDNA	NP
TGVA	GROVEDALE	NP
TKDI	KEDIKETSI	NP
TKKJ	KOKANJE	NP
TKRU	KRUGERSBURG	NP
TMFH	MPHAHLELE	NP
TMJB	MBIBANE	NP
TMNA	MAGNA VIA	NP
TMRG	MAROPONG	NP
TMRS	MARISHANE	NP
TMTN	MOLETLANE	NP
TNDL	NALEDI	NP
TNWU	NWAMANUNGU	NP
TPBL	PUNCH BOWL	NP
TPGR	PIETERSBURG-NOORD	NP
TRDM	RADIUM	NP
TRDW	RUST DE WINTER	NP
TSEW	SETOTOLWANE	NP
TSPB	SUPERBIA	NP
TSPN	SEPANAPUDI	NP
TSVG	SOVENGA	NP
TTAT	TARENTAALRAND	NP
TTUD	TUNDUMO	NP
VDZI	DZANANI	NP
VDZM	DZIMAU LI	NP
VHMY	HA-MAKUYA	NP
VHMZ	HA-MANENZHE	NP
VLMO	LWAMONDOTSIA-MUTSHA	NP
VMAH	MASHAU	NP
VMAI	MASIA	NP
VMDG	MANDANGANI	NP
VMDI	MUSWODI	NP
VMPI	MPHENI	NP
VMUV	MULIMA	NP

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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VMUW	MUTALE/MAKONDE	NP
VMXB	MASHAMBA	NP
VMXC	MASISI	NP
VMXK	MASAKONA	NP
VMZI	MUNSHEDZI	NP
VNLL	NTHABALALA	NP
VNZH	NZHELELE	NP
VSIB	SIBASA	NP
VSNM	SHAYANDIMA	NP
VTAU	TSHAULU	NP
VTKA	TSHAKHUMA	NP
VTKI	TSHIKWARANI	NP
VTKU	TSHIWAVHUSIKI	NP
VTSA	TSIA MUTSHA	NP
VVHI	VHUFULI	NP
VVWI	VUWANI	NP
HAPT	AIRPORT TBVC	NW
HBAS	BATLHARO	NW
HBBI	BABALEGI	NW
HB DG	BEDWANG	NW
HBKI	BANKDRIF	NW
HBKT	BRAKLAAGTE	NW
HBOG	BOTHITLONG	NW
HBRB	BLAIRBETH	NW
HCAR	CAROUSAL	NW
HDIA	DISANENG	NW
HDYS	DRY HARTS	NW
HGAR	GA-RANKUWA	NW
HGED	GLEN RED	NW
HHBN	HEBRON	NW
HHEU	HEUNAAR	NW
HIOG	ITSOSEN	NW
HJRO	JERICHO	NW
HKAD	KAMDEN	NW
HKJM	KAMEELBOOM	NW
HKLF	KALAFI	NW
HKPA	KOPELA	NW
HKPG	KLIPGAT	NW
HKPN	KRAAIPAN	NW
HKUA	KUNANA	NW
HLRO	LERATO	NW
HMAM	MANAMELA	NW
HMBA	MOTHIBISTAD	NW
HMBY	MASEBUDULE	NW
HMCG	MOGWASE	NW
HMEK	MABESKRAAL	NW

Underserviced Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
HMFk	MAFIKENG	NW
HMGJ	MOKGATLHA	NW
HMGQ	MAKGOBISTAD	NW
HMGR	MAGONARE PARK	NW
HMGW	MAGOGWE	NW
HMIG	MADIBOGO	NW
HMJN	MAIJANE	NW
HMJO	MAJEMANTSHO	NW
HMJT	MAJANENG	NW
HMJZ	MOLATEDI	NW
HMKC	MAKAPAANSTAD	NW
HMKR	MOKGARENG	NW
HMKT	MONNAKATO	NW
HMKW	MOROKWENG	NW
HMNT	MANTSHO	NW
HMOC	MOTSWEDI	NW
HMOG	MOTHUTLONG	NW
HMPL	MAGOPELA	NW
HMSL	MABAALSTAD	NW
HMSQ	MANTHESTAD	NW
HMTD	MOKGAOTSISTAD	NW
HMYG	MANYEDING	NW
HNLM	NORLIM	NW
HOSK	OSKRAAL	NW
HPKG	PHOKENG	NW
HPPD	PAMPIERSTAD	NW
HPSG	PHOTSANENG	NW
HPUD	PUDIMOE	NW
HRAT	RADITHUSO	NW
HRNL	RHENOSTERKRAAL	NW
HSKO	SILKAATSKOP	NW
HSLK	SILWERKRANS	NW
HSLT	SAULSPOORT	NW
HSUG	SUPINGSTAD	NW
HSWB	SWARTBOOISTAD	NW
HSWX	SWARTFONTEIN	NW
HTEH	TEMBA	NW
HTKG	TLAKGAMENG	NW
HTLE	THLABANE	NW
HTMO	TSHIDILAMOLOMO	NW
HTNN	TSINENG	NW
HTPS	TAMPOSTAD	NW
HTSG	TSEOGÉ	NW
HTUK	TOEMASKOP	NW
HWKG	WITKLEIGAT	NW
HWNV	WINTERVELD	NW

Underserved Areas

ALPHA CODE	EXCHANGE AREA NAME	PROVINCE
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TCOS	COSMOS	NW
TDUF	DUDFIELD	NW
TGHP	GROBLERSHOOP	NW
TKAJ	KANANA	NW
TKKS	KOKOSI	NW
TPHD	PACHSDRAAI	NW
TSLO	STILFONTEIN	NW
TWDL	WEDELA	NW
EAVN	AVONTUUR	WC
EBFP	BUFFELSKLIP	WC
EBRG	BRIDGETON	WC
EDMA	D'ALMEIDA	WC
EHLN	HAARLEM	WC
EKSZ	KLEINKRANZ	WC
ENHT	NOLL	WC
EROT	ROTTANGLAAGTE	WC
ESNZ	SANDKRAAL	WC
ETBU	THEMBALETHU	WC
EUNL	UNIONDALE	WC
WAPW	APPLETHWAITE	WC
WAVP	AVIONPARK	WC
WDKV	DANCKERTVILLE	WC
WJKS	JONKERSHOEK	WC
WLBG	LAINGSBURG	WC
WLGU	LEEU-GAMKA	WC
WNVR	NUWERUS	WC
WROD	ROBBENEILAND	WC
WSIK	SPIOENKOP	WC
WVYD	VAN WYKSDORP	WC
WZTA	ZWELETHEMBA	WC

NOTICE 769 OF 1997**LICENCE ISSUED TO TELKOM SA LIMITED TO PROVIDE
TELECOMMUNICATION SERVICES UNDER SECTION 40 OF THE
TELECOMMUNICATIONS ACT, 1996****THE LICENCE**

The Minister, in exercise of the powers conferred on him by section 40 of the Telecommunications Act, 1996 (hereinafter referred to as the "Act"), and of all other powers exercisable by him for that purpose, hereby issues to Telkom SA Limited a licence, for the period specified in condition 11.1, subject to the provisions set forth in such licence and to revocation as provided for in condition 10 and the Act, to provide the telecommunication services specified in condition 2.

This licence shall confer on the Minister, the Authority and the Licensee the rights, subject to the obligations, set forth herein.

J. NAIDOO**Minister for Posts, Telecommunications and Broadcasting**

(7 May 1997)

NOTICE 788 OF 1997

TELECOMMUNICATIONS ACT, 1996
 TELECOMMUNICATION SERVICES UNDER SECTION 40 OF THE
 LICENCE ISSUED TO TELKOM SA LIMITED TO PROVIDE

THE LICENCE

The Minister, in exercise of the powers conferred on him by section 40 of the Telecommunications Act, 1996 (hereinafter referred to as the "Act"), and of all other powers exercisable by him for that purpose, hereby issues to Telkom SA Limited a licence, for the period specified in condition 1.1.1, subject to the provisions set forth in such licence and to revocation as provided for in condition 1.2 and the Act, to provide the telecommunication services specified in condition 2.

This licence shall confer on the Minister, the Authority and the licensee the rights, subject to the conditions, set forth herein.

J. NAIDOO

Minister for Posts, Telecommunications and Broadcasting

30 May 1997

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1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Licence, unless otherwise stated, words and terms used shall have the same meaning as defined in the Telecommunications Act, 1996 (Act No. 103 of 1996).
- 1.2 Words importing the singular shall include the plural and vice versa; words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa.
- 1.3 The headings in this Licence shall not affect its interpretation.
- 1.4 Any reference, express or implied, to an enactment includes references to—
- (a) that enactment as amended, extended, or applied by or under any other enactment before, on or after the date of this Licence;
 - (b) any enactment which that enactment re-enacts (with or without modification); and
 - (c) any subordinate legislation made (before, on or after the date of this Licence) under any enactment, including, without limitation, one within paragraphs (a) or (b) or both.
- 1.5 In this Licence the following terms shall have the meaning given herein:
- "Act"** means the Telecommunications Act, 1996 (Act No. 103 of 1996).
- "Billing Processes"** means the billing systems and metering systems taken together, where "billing system" means the totality of the equipment, data, procedures and activities which the Licensee uses to determine the charges to be made for service usage; and where "metering system" means the equipment, data procedures and activities which the Licensee uses to determine the extent of any telecommunication services which it has provided.
- "Business Day"** means any day other than a Saturday, a Sunday or a public holiday in the Republic.
- "Central Statistical Service"** means the Central Statistical Service of the Republic.

"Code of Practice" has the meaning assigned to such term in condition 6.

"Companies Act" means the Companies Act, 1973 (Act No. 61 of 1973).

"Consumer Price Index" means the index of consumer prices applicable to all economic sectors compiled and published from time to time by the Central Statistical Service or any index which replaces such index and becomes an official direct substitute for it from time to time.

"Customer" means any person who has indicated a willingness in writing with the Licensee to receive Value Added Network Services from the Licensee on the Licensee's terms and conditions, or has in writing entered into, and is not in breach of, a contract with the Licensee for the provision of such services.

"Effective Date" means the date on which this Licence was issued by the Minister.

"financial year" means the period of twelve (12) months in respect of which the Licensee is required to make up its accounts under the Companies Act.

"Intellectual Property Right" has the meaning assigned to such term in condition 8.4.

"Internet" means an integrated computer network through which users are connected to each other by means of the TCP/IP family of protocols.

"Licence" means the licence issued by the Minister to the Licensee under section 40 of the Act.

"Licensee" means Telkom SA Limited, a company incorporated under the laws of the Republic and contemplated in section 3(1) of the Post Office Act.

"Mobile Telecommunication Service" means a mobile cellular telecommunication service as contemplated under section 37 of the Act.

"Operator" means any person licensed to provide a telecommunication service pursuant to a licence of a type referred to in section 34(2) of the Act.

"Post Office Act" means the Post Office Act, 1958 (Act No. 44 of 1958), as that act existed immediately before its amendment by the Act.

"Public Switched Telecommunication Network" has the meaning assigned to such term in the licence issued to the Licensee under section 36 of the Act.

"Public Switched Telecommunication Services" means all those telecommunication services which the Licensee is authorised or entitled to provide, whether or not exclusively, under the licence issued to it under section 36(1) of the Act.

"Rand" or "R" means the lawful currency from time to time of the Republic.

"Republic" means the Republic of South Africa, including all of its territories and possessions and its territorial waters.

"Value Added Network Services" means all those value added services provided by the Licensee immediately before the commencement of the Act, including, without limitation—

- (a) electronic data interchange;
- (b) electronic mail;
- (c) protocol conversion;
- (d) access to a data base or a managed data network service;
- (e) voice mail;
- (f) store-and-forward fax;
- (g) videoconferencing;
- (h) telecommunication related publishing and advertising services, whether electronic or print;

- (i) electronic information services, including Internet service provision;

and any other telecommunication service (excluding Mobile Telecommunication Services and Public Switched Telecommunication Services) and in respect of which conveyance of signals is no more than is incidental to, and necessary for, the provision of that service.

"Wholly-owned Subsidiary" has the meaning assigned to such term in the Companies Act.

"Subsidiary" has the meaning assigned to such term in the Companies Act.

2. RIGHTS TO PROVIDE VALUE ADDED NETWORK SERVICES

2.1 The Licensee shall be entitled to provide Value Added Network Services.

2.2 Subject to the other provisions in this Licence, the Licensee and any or all of its Subsidiaries shall be entitled by virtue of this Licence to provide all or any of the Value Added Network Services together with all or any other rights granted to it under this Licence.

2.3 This Licence shall not be construed as granting any exclusive rights to the Licensee in the provision of Value Added Network Services.

2.4 The Licensee may not—

(a) resell any capacity on any telecommunication facilities;
or

(b) permit any Value Added Network Services provided by it to be used for the carrying of voice messages;

in each case until such time or times as may be determined pursuant to the Act.

2.5 Nothing in this Licence shall prejudice any rights or privileges granted or afforded to the Licensee under all or any of the provisions of the Act and any other legislation or under any other licence issued to the Licensee under the Act.

3. CUSTOMER CONFIDENTIALITY

3.1 The Licensee shall use its reasonable endeavours to prevent information about its customers that it receives in the provision of telecommunication services to those customers from being disclosed to third parties or from being used otherwise than for the purpose of providing the telecommunication service, other than that information which may be published or made available pursuant to condition 3.2.

3.2 Information about customers may be disclosed by the Licensee to third parties to the extent that it is required—

- (a) in the process of collection of debts owed to the Licensee;
- (b) by the Licensee's auditors for the purpose of auditing the Licensee's accounts;
- (c) by the Licensee's attorneys in connection with any potential, threatened or actual litigation;
- (d) for the purposes of compiling, verifying or auditing any reports, accounts or other information required under this Licence or under any other licence issued to the Licensee under the Act to be made available by it to the Minister or the Authority, as the case may be; or
- (e) where this Licence or the law so permits or requires.

3.3 The Licensee shall not monitor or disclose the contents of any communication conveyed as part of any of its Value Added Network Services except—

- (a) where it may be necessary for the purposes of maintaining or repairing any part of any telecommunication facilities used to provide such Value Added Network Services; or
- (b) where requested to do so by a person authorised to make such request by applicable law.

4. BILLING

4.1 The Licensee may determine the content and format of its bills to Customers provided that—

(a) it accurately reflects the types of service, the units and the charge per unit for which charges are made; and

(b) the Licensee retains in its records information sufficient—

(i) to identify for Customers the basis of the amount charged for use of its services; and

(ii) to provide the Authority with an independent quality assurance that the billing process complies with the requirements set forth in paragraph (i).

4.2 The Licensee shall maintain in operation Billing Processes to enable the Licensee to comply with the requirements of condition 4.1.

4.3 The Licensee shall allow, on reasonable notice from the Authority, 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 purpose of carrying out any such inspections.

4.4 Nothing in this condition 4 shall prevent the Licensee from making a reasonable charge to Customers for the services provided in accordance with this condition 4.

5. ASSISTANCE AND CUSTOMER COMPLAINTS

The Licensee shall establish efficient procedures 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 Value Added Network Services. These procedures shall also include procedures for dealing with Customer complaints.

(b) The Licensee shall, in its records, information

(i) to identify the Customers the basis of the amount charged for use of its services; and

(ii) to provide the Authority with an independent quality assurance that the billing process complies with the requirements set forth in paragraph 4.1.

4.2 The Licensee shall maintain in operation Billing Processes to enable the Licensee to comply with the requirements of condition 4.1.

4.3 The Licensee shall allow, on reasonable notice from the Authority, qualified personnel appointed by the Authority, during the Licensee's normal business hours, to inspect its Billing Processes, including carrying out tests and trials 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 purpose of carrying out any such inspections.

4.4 Nothing in this condition 4 shall prevent the Licensee from making a reasonable charge to Customers for the services provided in accordance with this condition 4.

6. CODE OF PRACTICE FOR CONSUMER AFFAIRS

The Licensee shall, in consultation with the Authority, prepare and publish not later than six (6) months after the Effective Date or such later date as the Authority may agree, a code of practice (the "Code of Practice") giving guidance to the Licensee's customers in respect of any disputes with, and complaints from, those Customers relating to the provision of Value Added Network Services by the Licensee to them. The Licensee shall consult with the Authority not less frequently than once every three (3) years about the operation of the Code of Practice.

7. PREPARATION OF ACCOUNTS

Except in so far as the Authority may otherwise consent in writing, the Licensee shall as soon as practicable maintain accounting records in such a form that its business for providing Value Added Network Services is separately identifiable or separately attributable in the books of the Licensee, being records sufficient to show and explain the transactions of that part of the Licensee's activities

8. FAIR TRADING

8.1 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 the provision of any Value Added Network Services:

8.2 The Licensee may be deemed to have shown such undue preference or undue discrimination if it unfairly favours to a material extent any business carried on by it with respect to the provision of Value Added Network Services so as to place at a significant competitive disadvantage persons lawfully competing with that business.

8.3 The Licensee shall not, without the consent of the Authority, make—

(a) the acquisition from any person in the Republic by the Licensee or any of its Wholly-owned Subsidiaries, or

(b) the provision of services by any person in the Republic to it or any of its Wholly-owned Subsidiaries,

with respect to any telecommunication services or apparatus to be used by the Licensee in the provision of any of its Value Added Network Services, conditional upon agreement that those services and apparatus shall be supplied exclusively to the Licensee.

8.4 Condition 8.3 shall not apply with respect to the supply of any telecommunication services or apparatus where—

(a) the Licensee or any of its Wholly-owned Subsidiaries holds any Intellectual Property Right in that telecommunication service or apparatus;

(b) the telecommunication apparatus is distinguishable by its external appearance, or by any marking or similar feature, from other telecommunication apparatus of the same type, and is intended, by virtue of those distinguishing features, to be associated with the Licensee or its Wholly-owned Subsidiary; or

(c) the Licensee or any of its Wholly-owned Subsidiaries makes available research, design or development work, or agrees to finance that work on condition that the telecommunication

service or apparatus concerned shall be exclusively supplied to it.

For the purposes of this condition, "Intellectual Property Right" includes, without limitation, patents, trademarks, designs, know-how, copyright and other trade secrets, and all rights or forms of protection of a similar nature.

8.5 The Licensee shall not make it a condition of—

- (a) providing any Value Added Network Service, or
- (b) supplying any telecommunication apparatus,

that any person requesting the Value Added Network Service or apparatus concerned should acquire from the Licensee or any other person specified by it any Value Added Network Service other than the particular Value Added Network Service requested, except where the Value Added Network Service requested cannot otherwise be provided, or the telecommunication apparatus requested cannot otherwise reasonably be used.

8.6 This condition shall not prevent the Licensee from—

- (a) imposing any terms and conditions as are permitted under section 43 and/or 44 of the Act and the guidelines contemplated thereunder,
- (b) where it supplies as part of the same transaction, or related series of transactions, offering discounts based on term commitments or commitments for multiple services or for purchasing two or more Value Added Network Services which are of a similar type (or so related as to permit economies of scale where they are provided together), or for purchasing two or more items of telecommunication apparatus, or from offering quantity discounts or more favourable terms and conditions in respect of quantity in relation to those Value Added Network Services or apparatus; and
- (c) imposing any other conditions with respect to the provision or supply of the Value Added Network Services or apparatus referred to in condition 8.4 as are reasonably incidental to such provision or supply or as may otherwise be agreed by the Authority.

8.7 The Licensee will not unfairly cross-subsidise its charges for any Value Added Network Service. For the avoidance of doubt, nothing in this Licence shall prohibit the Licensee from investing in any Value Added Network Service any net revenues or earnings received by it from any of its telecommunication services.

8.8 Nothing in this Licence shall prevent the Licensee from operating a system of differential charging for any of its Value Added Network Services, or for any other activities carried on by it unless the Authority otherwise determines.

8.9 Any question relating to whether any act done or course of conduct pursued by the Licensee amounts to undue preference or undue discrimination as described in condition 8.1 shall be determined by the Authority, but nothing done in any manner by the Licensee shall be regarded as undue preference or undue discrimination for the purposes of this condition if, and to the extent that, the Licensee is required or permitted to do the relevant matter or thing in such manner by or under any provision of this Licence or the Act.

9. PROVISION OF INFORMATION

9.1 The Licensee shall provide to the Authority any relevant information or reports as are requested by the Authority for the purposes of exercising its powers, duties and functions under the Act.

9.2 The Authority shall, at the written request of the Licensee, use its reasonable endeavours to ensure that any information or all or any part of any report referred to in condition 9.1 reasonably justifying confidentiality, such as commercially sensitive or proprietary information relating to the financial capacity or business plans of the Licensee or trade secrets, shall not be open to public inspection or disclosed to any third party.

10. REVOCATION

This Licence may be revoked by the Authority at any time by ninety (90) days notice in writing given to the Licensee at its registered office in any of the following circumstances:

- (a) If the Licensee agrees in writing with the Authority that this Licence should be revoked;
- (b) if the Licensee repeatedly fails to comply with an order by the Authority under section 100(3) of the Act (which order has not been set aside by, or is not the subject of proceedings before, a court as referred to in section 100(4) of the Act) and such failure is not rectified within ninety (90) days after the Authority has notified the Licensee in writing; or
- (c) if the Licensee is placed in final liquidation or under a provisional or final judicial management order.

11. GENERAL CONDITIONS

11.1 Validity and Effective Term

This Licence shall come into effect on the Effective Date and shall remain valid for a period of 25 years from that date unless revoked in terms of condition 10.

11.2 Transferability

The Licensee may not transfer or assign any of its rights under this Licence without the prior written consent of the Authority.

11.3 Licence Fees

The Licensee shall on each anniversary of the Effective Date pay to the Authority a licence fee of R15,000, to be adjusted annually for inflation by taking into account changes in the Consumer Price Index for the immediately preceding calendar year.

11.4 Limitations

11.4.1 Nothing which the Licensee may do, or omit to do, after the Effective Date shall constitute a breach of any provision of this Licence, to the extent that the Licensee is obliged to do, or to omit to do, as the case may be, that thing under the terms of any enactment, determination, guideline, rule, regulation or other legislation or any licence held by it under the Act.

11.4.2 The Licensee shall have no liability for any failure or delay in complying with any provision of this Licence if, and to the extent and for so long as, that compliance is prevented or substantially hindered by any act of God, flood, fire, tempest, severe weather conditions, war (whether declared or not), civil disturbances, revolution, riot, insurrection, other natural disasters, act of terrorism, sabotage, other public emergencies or any other cause whatsoever which is substantially beyond the control of the Licensee; *provided, however*, that the Licensee may, as a matter of right, seek to demonstrate that such a cause substantially beyond the control of the Licensee has occurred as a result of any act of government or a strike or labour dispute.

11.5 Reconciliation Procedure

11.5.1 Before making—

- (a) an amendment to this Licence (to the extent permitted under this Licence or the Act); or
- (b) any determination or decision, or giving or refusing to give its consent under the terms of this Licence, including, without limitation, in respect of—
 - (i) any matter which is subject to opinion or satisfaction of the Authority or the Minister, as the case may be, or
 - (ii) any matter for which the mutual agreement of the Authority and the Licensee is required but about which they are unable to agree,

the Authority, or the Minister, as the case may be, shall consult with the Licensee. In each case, the Authority, or the Minister, as the case may be, shall notify the Licensee of the proposed determination or decision or consent or refusal of consent, as the case may be, and its reasons for its proposal, and shall give the Licensee an opportunity to make representations, at a public hearing or otherwise. When making a determination or decision, or giving or refusing to give its consent, the Authority, or the Minister, as the case may be, shall give reasons and supporting evidence where available in each case which are sufficient to give the Licensee a reasonable understanding of the proposed determination or decision, as the case may be. The Authority, or the Minister, as the case may be, shall make every effort to conduct all reconciliation proceedings promptly.

Reconciliation Procedure

LICENCE ISSUED TO THE LICENCEE IN THE FORM OF A LICENCE AND A LICENCEE'S OBLIGATIONS TO THE LICENCEE.

(a) an amendment to the licence to the extent permitted under this licence (the Act) or

(b) any determination of, decision or giving or refusing to give the licencee the licence, including without limitation in respect of the "Act" and

(c) any matter which is subject to opinion or satisfaction of the Authority or the Minister as the case may be, or

(d) any matter for which the mutual consent of the Authority and the licencee is required but about which they are unable to agree

The Authority or the Minister, as the case may be, shall consult with the licencee in respect of the Authority or the Minister as the case may be, shall notify the licencee of the proposed determination or decision or consent or refusal of consent, as the case may be, and its reasons for its proposal, and shall give the licencee an opportunity to make representations, at a public hearing or otherwise. When making a determination or decision, or giving or refusing to give its consent, the Authority or the Minister, as the case may be, shall give reasons and supporting evidence where available in each case which are sufficient to give the licencee a reasonable understanding of the proposed determination or decision, as the case may be. The Authority or the Minister, as the case may be, shall make every effort to conduct all reconciliation in a timely and efficient manner.

NOTICE 768 OF 1997**LICENCE ISSUED TO TELKOM SA LIMITED TO USE RADIO FREQUENCY SPECTRUM AND RADIO STATIONS UNDER SECTION 30 OF THE TELECOMMUNICATIONS ACT, 1996****THE LICENCE**

The Minister, in exercise of the powers conferred on him by section 30 of the Telecommunications Act, 1996 (hereinafter referred to as the "Act"), and of all other powers exercisable by him for that purpose, hereby issues to Telkom SA Limited a licence, for the period specified in condition 9.1, subject to the provisions set forth in such licence and to revocation as provided for in condition 8.1 and the Act, to use the radio frequency spectrum and radio stations specified in condition 2.

This licence shall confer on the Minister, the Authority and the Licensee the rights, subject to the obligations, set forth herein.

J. NAIDOO**Minister for Posts, Telecommunications and Broadcasting**

(7 May 1997)

NOTICE OF INTENT

LICENCE ISSUED TO TELKOM SA LIMITED TO USE RADIO FREQUENCY SPECTRUM AND RADIO STATIONS UNDER SECTION 30 OF THE TELECOMMUNICATIONS ACT, 1996

THE LICENCE

The Minister, in exercise of the powers conferred on him by section 30 of the Telecommunications Act, 1996 (hereinafter referred to as the "Act"), and of all other powers exercisable by him for that purpose, hereby issues to Telkom SA Limited a licence for the period specified in condition 8.1, subject to the provisions set forth in such licence and to revocation as provided for in condition 8.1 and the Act to use the radio frequency spectrum and radio stations specified in condition 2.

This licence shall confer on the Minister, the Authority and the licensee the right, subject to the obligations, set forth herein.

J. NAIKOO

Minister for Posts, Telecommunications and Broadcasting

(7 May 1997)

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1.5. For the purpose of this Act, the following definitions shall apply:

"Radio station" means any station, whether fixed or mobile, which is used for the transmission or reception of radio signals.

"Radio signal" means any signal, whether of a radio frequency or of a different frequency, which is transmitted or received by a radio station.

"Radio frequency" means any frequency, whether of a radio frequency or of a different frequency, which is used for the transmission or reception of radio signals.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Licence, unless otherwise stated, words and terms used shall have the same meaning as defined in the Telecommunications Act, 1996 (Act No. 103 of 1996).
- 1.2 Words importing the singular shall include the plural and vice versa; words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa.
- 1.3 The headings in this Licence shall not affect its interpretation.
- 1.4 Any reference, express or implied, to an enactment includes references to—
- (a) that enactment as amended, extended or applied by or under any other enactment before, on or after the date of this Licence;
 - (b) any enactment which that enactment re-enacts (with or without modification); and
 - (c) any subordinate legislation made (before, on or after the date of this Licence) under any enactment, including, without limitation, one within paragraphs (a) or (b) or both.
- 1.5 The schedule to this Licence shall form part of it.
- 1.6 In this Licence the following terms shall have the meanings given herein:
- "Act"** means the Telecommunications Act, 1996 (Act No. 103 of 1996).
- "Central Statistical Service"** means the Central Statistical Service of the Republic.
- "Consumer Price Index"** means the index of consumer prices applicable to all economic sectors compiled and published from time to time by the Central Statistical Service or any index which replaces such index and becomes an official direct substitute for it from time to time.

"Customer Premises Equipment" has the meaning assigned to such term in the licence granted to the Licensee under Section 36 of the Act.

"Effective Date" means the date on which this Licence was issued by the Minister.

"Harmful Interference" has the meaning assigned to such term in the Radio Regulations of the ITU.

"Licence" means this licence issued by the Minister to the Licensee under section 30 of the Act.

"Licensee" means Telkom SA Limited, a company incorporated under the laws of the Republic and contemplated in section 3 (1) of the Post Office Act.

"Local Access Network" has the meaning assigned to such term in the licence granted to the Licensee under Section 36 of the Act.

"Post Office Act" means the Post Office Act, 1958 (Act No. 44 of 1958), as that act existed immediately before its amendment by the Act.

"Public Switched Telecommunication Services" means all those telecommunication services as contemplated under section 36(1) of the Act.

"Rand" means the lawful currency from time to time of the Republic.

"Register of Assignments" means the record of assignments and authorisations from time to time maintained by the Authority for all radio stations to use radio frequencies or radio frequency channels or both under specified conditions. Such channels and channel blocks will be assigned in such a manner as not to cause Harmful Interference.

"Republic" means the Republic of South Africa, including all of its territories and possessions and its territorial waters.

"Spectrum" has the meaning assigned to such term in condition 2.1.

"Station" has the meaning assigned to such term in condition 2.1.

"Value Added Network Services" means all those added services as contemplated under section 40(1) of the Act.

2.1 The licensee shall be entitled, subject to the conditions contained in this licence, any regulations issued by the Authority and any laws and regulations in force in the Republic, to use the radio frequency spectrum (the "Spectrum") and to use the radio stations (each a "Station"), each as set forth in the Register of Assignments, for the purposes specified in this licence, radio frequencies and radio channels assigned to the licensee as of the Effective Date having been agreed to between the licensee and the Minister on or before the Effective Date. Without prejudice to the foregoing, any amendment to the Register of Assignments with respect to Spectrum and Stations shall require the licensee's prior written consent. Information relevant to the licensee contained in the Register of Assignments shall be open to inspection by the licensee during normal business hours.

2.2 The licensee and all persons permitted by the licensee to operate any Station which the licensee is authorised by this licence to establish and use shall observe and comply with the relevant provisions of any International Telecommunications Convention and the Radio Regulations of the International Telecommunication Union which have from time to time or at any time been agreed to or adopted by the Republic.

2.3 This licence is non-exclusive; however, the Authority shall exercise prudence so as to ensure, and shall ensure, that subsequent licences do not create any harmful interference. Spectrum assigned to the licensee shall be non-exclusive basis and shall be noted as such in the Register of Assignments. Specific channels assigned to the licensee under the Register of Assignments for the exclusive use of the licensee shall be available notwithstanding that the licensee may, at its discretion, use such channels for other purposes, provided that such use does not create any harmful interference.

2. RIGHTS TO USE OF RADIO FREQUENCY SPECTRUM AND RADIO STATIONS

- 2.1 The Licensee shall be entitled, subject to the conditions contained in this Licence, any regulations issued by the Authority and other laws and regulations in force in the Republic, to use the bands of radio frequency spectrum (the "Spectrum") and to use the radio stations (each a "Station"), each as set forth in the Register of Assignments, for the purposes specified in this License, radio frequencies and radio channels assigned to the Licensee as of the Effective Date having been agreed to between the Licensee and the Minister on or before the Effective Date. Without prejudice to the foregoing, any amendment to the Register of Assignments with respect to Spectrum and Stations shall require the Licensee's prior written consent. Information relevant to the Licensee contained in the Register of Assignments shall be open to inspection by the Licensee during normal business hours.
- 2.2 The Licensee and all persons permitted by the Licensee to operate any Station which the Licensee is authorised by this Licence to establish and use shall observe and comply with the relevant provisions of any International Telecommunications Conventions and the Radio Regulations of the International Telecommunication Union which have from time to time or at any time been agreed to or adopted by the Republic.
- 2.3 This Licence is non-exclusive; *provided, however*, the Authority shall exercise prudence so as to ensure, and shall ensure, that subsequent licences do not create any Harmful Interference. Spectrum assigned to the Licensee shall be on a shared or exclusive basis and shall be noted as such in the Register of Assignments. Specific channels assigned to the Licensee under the Register of Assignments for the exclusive use of the Licensee shall be available nationwide.

3. RADIO FREQUENCY SPECTRUM

- 3.1 Without prejudice to condition 2, the Licensee is licensed to use the Spectrum subject to limitations relating to the classes and power, antenna and other characteristics set forth for the time being and from time to time in the Register of Assignments in accordance with the provisions of this Licence. Such use is licensed solely for the purpose of providing any of the telecommunication services described in, or authorised to be provided under, a validly issued licence for the provision of Public Switched Telecommunication Services and Value Added Network Services pursuant to Chapter V of the Act or any licence which may from time to time replace such licences. The Licensee shall use the Spectrum in a manner which does not cause Harmful Interference with radio communications authorised or permitted to be carried on in accordance with the Act and any other applicable laws and regulations in force in the Republic.
- 3.2 In the event that the Authority makes a block allocation of Spectrum to the Licensee, whereby the Licensee is permitted to make its own individual assignments within such block allocation, the Licensee shall notify the Authority within thirty (30) days, or such other time period as the Licensee and the Authority may from time to time agree, of all new assignments for the purpose of updating the Register of Assignments.
- 3.3 In those bands where the Authority makes individual assignments to the Licensee such assignment shall immediately be recorded in the Register of Assignments by Authority whenever such an assignment is made.

4. RADIO STATIONS

- 4.1** Without prejudice to condition 2, the Licensee shall be licensed to possess, establish, maintain and use the transmitting and receiving Stations for radio communication set forth from time to time in the Register of Assignments in accordance with the provisions of this Licence.
- 4.2** The apparatus comprised in any Station shall at all times comply with the same technical standards as may be prescribed by the Authority from time to time and shall be so designed, constructed, maintained and operated that its use shall not cause Harmful Interference to any radio communication authorised or permitted to be carried on in accordance with the Act and any other applicable laws and regulations in force in the Republic.
- 4.3** Any Station shall be operated only by the Licensee or by persons authorised by the Licensee on its behalf. The Licensee shall not permit or suffer any unauthorised person to have access to the apparatus comprised in any Station. The Licensee shall ensure that persons operating any Station shall at all times observe the conditions of this Licence.
- The Register of Assignments shall contain detailed technical parameters for the operation of every assignment, including, but not limited to, the area of operation and location of each Station, bandwidth of operation, frequency of operation, modulation, nominal and effective radiated powers (including antenna gain). Operations by the Licensee in accordance with the technical parameters contained in the Register of Assignments shall be presumed not to be causing Harmful Interference. Any additional Stations and assignments shall be recorded in the Register of Assignments as may be agreed from time to time by the Licensee and the Authority.
- 4.4** Subject to the provisions of this Licence, the Licensee shall give prior notification in writing to the Authority of any change which materially affects the technical parameters of any Station, including the change of location of any Station. Notwithstanding the foregoing, the Licensee shall not be required to give prior notification in writing to the Authority of any change which does not materially affect the technical parameters of any Station.
- 4.5** Any Station or Stations shall be closed down or, as the case may be, operation shall be restricted at any time on the demand of a

person lawfully acting under the authority of the Authority; *provided, however*, the Authority must always act in a way which is not unreasonable and, except where the Station or Stations concerned are being used by the Licensee in breach of the provisions of this Licence in circumstances justifying the immediate restriction of its/their use or its/their close down without prior warning, only where in the reasonable opinion of the Authority circumstances substantially beyond the control of the Licensee have arisen causing the Station or Stations concerned to cause Harmful Interference to other authorised radio communication such as to justify the immediate restriction of its/their use or its/their close down. The Licensee shall cure the Harmful Interference or demonstrate that its activities are (i) in conformity with the specifications set out in the Register of Assignments or (ii) not otherwise the cause of such Harmful Interference to the reasonable satisfaction of the Authority. The Licensee shall be entitled to resume operation immediately subsequent to satisfying either or these conditions.

- 4.6 If any Station or radio communication antenna crosses above or may fall or might reasonably be expected to be capable of being blown onto any overhead power wire or power apparatus, it shall be constructed and maintained so as to avoid contact with the power wire or power apparatus concerned.

5. EMERGENCIES

The Authority, in times of war, rebellion, public peril, calamity, emergency, disaster or disturbance of peace and order may take over the Spectrum and operate any Station in the interest of public safety, security and public welfare, or authorise the temporary use and operation thereof by any agency of the Government, upon due compensation to the Licensee for such use during the period when they shall be so taken over and/or operated. The Licensee shall not have any liability in respect of any such use or operation and shall be fully indemnified by the Government in connection with any action, proceeding or claim brought against it in respect thereof. The Licensee shall be entitled to resume operation immediately subsequent to the termination of the event giving rise to the temporary emergency takeover. Within twelve (12) months of the Effective Date the Licensee and the Authority shall develop a plan to implement this condition 5.

6. CONFIDENTIALITY

6.1 The Licensee shall not monitor or disclose the contents of any radio communications except—

- (a) where it may be necessary for the purposes of maintaining or repairing any Station;
- (b) where requested to do so by a person authorised to make such a request by applicable law; or
- (c) where required to fulfill its obligations to avoid or resolve interference with other licensees.

7. PROVISION OF INFORMATION

- 7.1 The Licensee shall provide to the Authority any relevant information or reports as requested by the Authority for the purposes of exercising its powers, duties and functions under the Act.
- 7.2 The Authority shall, at the written request of the Licensee, use its reasonable endeavours to ensure that any information or all or any part or any report referred to in condition 7.1 reasonably justifying confidentiality, such as commercially sensitive or proprietary information relating to the financial capacity or business plans of the Licensee or trade secrets, shall not be open to public inspection or disclosed to third parties.
- 7.3 Any Station and this Licence shall be available for inspection at all reasonable times by duly authorised person in the service of the Authority.

8. REVOCATION

8.1 Revocation of this Licence

8.1.1 This Licence may be revoked by the Authority at any time by ninety (90) days notice in writing given to the Licensee at its registered office in any of the following circumstances:

- (a) If the Licensee agrees in writing with the Authority that the Licence should be revoked;
- (b) if the Licensee repeatedly fails to comply with an order by the Authority under section 100(3) of the Act (which order has not been set aside by, or is not the subject to proceedings before, a court as referred to in section 100(4) of the Act) and such failure is not rectified within ninety (90) days after the Authority has notified the Licensee in writing; or
- (c) if the Licensee is placed in final liquidation or under a provisional or final judicial management order.

8.2 Revocation of Existing Licences

8.2.1 Any radio frequency spectrum or radio station licence however described which has previously been issued to the Licensee is hereby revoked (other than any licence issued to the Licensee for the purposes of providing two-way communication facilities for use by its personnel in carrying on any business of the Licensee).

9. GENERAL CONDITIONS

9.1 Validity and Term

9.1.1 This Licence shall come into effect on the Effective Date and shall remain valid for a period of twenty-five (25) years unless revoked in terms of condition 8.

9.2 Limitations on Transfer and Assignment

9.2.1 The Licensee may not transfer, assign or encumber any of its rights under this Licence without the prior written consent of the Authority.

9.2.2 The Licensee may not, through sale or pledge of assets, through contracts or otherwise, render itself incapable of performing its obligations under this Licence. The Licensee will be required to take all necessary action to ensure the continuous and uninterrupted right to use of any personal and real property which it uses as collateral for secured loans.

9.2.3 A substantial ownership interest in, or control (whether *de jure* or *de facto*) of, the Licensee shall not be transferred or assigned without prior notification in writing to the Authority.

9.3 Licence Fees

9.3.1 The Licensee shall on each anniversary of the Effective Date pay to the Authority a licensee fee with respect to Spectrum, which shall be payable in Rands, as set forth on Schedule A, to be adjusted annually for inflation by taking into account changes in the Consumer Price Index for the immediately preceding calendar year and which shall be calculated from the date when such Spectrum is recorded in the Register of Assignments.

9.4 Limitations

9.4.1 Nothing which the Licensee may do, or omit to do, after the Effective Date shall constitute a breach of any provision of this Licence, to the extent that the Licensee is obliged to do, or omit to do, as the case may be, that under the terms of any enactment, determination, guideline, rule, regulation or other legislation or any licence held by it under the Act.

9.4.2 The Licensee shall have no liability for any failure or delay in complying with any provision of this Licence if, and to the extent and for so long as, that compliance is prevented or substantially

hindered by any act of God, flood, fire, tempest, severe weather conditions, war (whether declared or not), civil disturbances, revolution, riot, insurrection, other natural disasters, act of terrorism, sabotage, other public emergencies or any other cause whatsoever which is substantially beyond the control of the Licensee; *provided, however*, that the Licensee may, as a matter of right, seek to demonstrate that such a cause substantially beyond the control of the Licensee has occurred as a result of any act of government or a strike or labour dispute.

9.5 Health and Safety

9.5.1 The Licensee shall take proper and adequate safety measures for the safeguarding of life and property in connection with all installations, equipment and apparatus operated or used, including safeguarding against exposure to any electrical or radiation hazard emanating from the installations, equipment or apparatus used or operated under this Licence as required by the laws of the Republic.

9.6 Amendment

9.6.1 The Authority may amend this Licence—

- (a) if the Licensee agrees in writing with the Authority that the Licence should be amended;
- (b) to implement any frequency band plan prepared and adopted by the Authority in accordance with the Act or in the interest of orderly frequency management if the amendment will not cause substantial prejudice to the Licensee; or
- (c) in accordance with applicable law.

9.7 Reconciliation Procedure

9.7.1 Before making—

- (a) an amendment to this Licence (to the extent permitted under this Licence or the Act);
- (b) any determination or decision, or giving or refusing to give its consent under the terms of this Licence, including, without limitation, in respect of—
 - (i) any matter which is subject to the opinion or satisfaction of the Authority or the Minister, as the case may be; or
 - (ii) any matter for which the mutual agreement of the Authority and the Licensee is required but about which they are unable to agree;

the Authority or Minister, as the case may be, shall consult with the Licensee. In each case the Authority or the Minister, as the case may be, shall notify the Licensee of the proposed determination or decision or consent or refusal of consent, as the case may be, and its reason for its proposal, and shall give the Licensee an opportunity to make representations, at a public hearing or otherwise. When making a determination or decision, or giving or refusing to give its consent, the Authority or the Minister, as the case may be, shall give reasons and supporting evidence where available in each case which are sufficient to give the Licensee a reasonable understanding of the proposed decision or decision, as the case may be. The Authority or the Minister, as the case may be, shall make every effort to conduct all reconciliation proceedings promptly.

SCHEDULE A**LICENCE FEES**

A.1 Per MHz Radio frequency spectrum R1,540

A.2 Per MHz of duplex pair wireless local loop
Radio frequency spectrum R650,000

Provided that where a single frequency duplex system is used in respect of any Spectrum recorded from time to time in the Register of Assignments, the fees referred to in A.2 shall be reduced by fifty percent (50%).

SCHEDULE A

LICENCE FEES

A.1	Per MHz Radio frequency spectrum	RT 640
A.2	Per MHz of duplex pair with local loop	RT 650 000

Provided that where a single frequency duplex system is used in respect of any spectrum recorded from time to time in the Register of Assignments, the fees referred to in A.2 shall be reduced by fifty percent (50%).

Where a licence is issued for a period of less than one year, the fees shall be reduced proportionately.

1. Application of the Fees

(a) The fees payable shall be calculated on the basis of the spectrum assigned to the licensee, whether or not the licensee is required to use the spectrum for the purpose for which it was assigned. The fees shall be payable whether or not the licensee is required to use the spectrum for the purpose for which it was assigned.

(b) In the case of a licensee who is required to use the spectrum for the purpose for which it was assigned, the fees shall be payable whether or not the licensee is required to use the spectrum for the purpose for which it was assigned.

(c) The fees payable shall be calculated on the basis of the spectrum assigned to the licensee, whether or not the licensee is required to use the spectrum for the purpose for which it was assigned.

(d) The fees payable shall be calculated on the basis of the spectrum assigned to the licensee, whether or not the licensee is required to use the spectrum for the purpose for which it was assigned.

NOTICE 771 OF 1997**MINISTER FOR POSTS,
TELECOMMUNICATIONS AND BROADCASTING****MINISTERIAL DETERMINATION
ON INTERCONNECTION GUIDELINES**

May 7, 1997

Pursuant to Section 43 of the Telecommunications Act, 1996 (Act No. 103 of 1996) (the "Telecommunications Act"), I hereby determine as follows:

1. Application of this Determination

- (a) This Determination shall be applicable to the content and form of any interconnection agreement ("Interconnection Agreement") entered into between Telkom SA Limited ("Telkom") and any other person providing a telecommunication service pursuant to the Telecommunications Act (the "Interconnecting Party").
- (b) In this Determination, unless the context indicates otherwise, all terms shall have the meanings assigned to such terms in the Telecommunications Act or the licence (the "Licence") issued to Telkom pursuant to Section 36 of the Telecommunications Act.
- (c) This Determination shall become effective on the Effective Date but shall lapse, in favor of interconnection guidelines prescribed by the Authority pursuant to Section 43, on or after the third anniversary of the Effective Date.
- (d) Telkom shall use its reasonable endeavours to amend any existing Interconnection Agreements to conform to the guidelines set out in this Determination as soon as practicable. For the avoidance of doubt, Telkom shall not be treated as in contravention of this Determination if any such amendment cannot be effected.

2. Interconnection with the Public Switched Telecommunication Network

- (a) Telkom shall be required to interconnect another person's telecommunication system with the Public Switched Telecommunication Network as provided for in Section 43 of the Telecommunications Act only if Telkom and the other person have entered into an Interconnection Agreement and if the requested interconnection is not unreasonable in that it is technically feasible and will promote the increased public use of telecommunication services or more efficient use of telecommunication facilities.
- (b) Telkom shall use its best endeavours to provide to the Interconnecting Party a Point of Connection at the appropriate switch nearest to the point at which the call originated in a manner which shall be agreed from time to time between Telkom and the Interconnecting Party and which duly takes account of what is technically feasible given the functionality of the respective networks of Telkom and of the Interconnecting Party from time to time.
- (c) Network Connection Equipment, where reasonably practicable, shall, if requested by the Interconnecting Party, be located within the same space in order to maximise the efficient use of space in Telkom's premises and to minimise the cost and inconvenience to Telkom and the Interconnecting Party.
If Telkom demonstrates that physical co-location is not reasonably practicable, Telkom shall, if requested, instead offer interconnection on terms equivalent to physical co-location in terms of economic, operational and technical conditions by a date as soon as reasonably practicable which shall be agreed between Telkom and the Interconnecting Party. All directly attributable costs associated with the provision of equipment and space by Telkom in satisfaction of these requirements shall be included in the charges permitted pursuant to Section 5 of this Determination.
- (d) Interconnection pursuant to any Interconnection Agreement shall be carried out as soon as practicable but in any event not later than ninety (90) days from the date when such agreement is entered into pursuant to Section 43 of the Telecommunications Act.
- (e) Telkom and the Interconnecting Party shall comply with all relevant international standards, including, without limitation, those of the ITU.

3. Quality of Service

- (a) Unless otherwise agreed to by Telkom and the Interconnecting Party, the quality of Interconnection Services provided by Telkom shall be at least of the same standard and quality as comparable services or activities in the operation of the Public Switched Telecommunication Network.
- (b) Telkom shall use its best endeavours to provide sufficient numbers and capacity of Points of Connection to support the grade of service reasonably required by the Interconnecting Party to meet actual and reasonably forecasted demand for its telecommunication services.

4. Provision of Information

- (a) Telkom and the Interconnecting Party shall provide each other with relevant information concerning the technical network aspects of their respective telecommunication systems which is reasonably requested and necessary to enable Points of Connection to be established together with information concerning any proposed modifications or additions to their respective networks relevant to interconnection, together with information relevant to the operations of their respective telecommunication systems relating to the proposed modifications or additions to such systems.
- (b) Prior to the provision of any information pursuant to subsection 4(a), Telkom and the Interconnecting Party shall enter into a non-disclosure agreement to incorporate similar protections in any Interconnection Agreement and protect the confidentiality of proprietary information of, and relating to, the other party's telecommunication network and operations provided pursuant to this Determination for purposes of interconnection and shall use such proprietary information only for such purpose.

5. Interconnect Charges

- (a) Telkom's interconnection charges shall as soon as practicable be based on its long run incremental costs ("LRIC") and interconnection charges based on LRIC shall be introduced after consultation with Telkom in a manner consistent with condition 8.4 of the Licence. Interconnection charges based on LRIC shall duly take account of all relevant costs and cost related elements, including, without limitation, common and stand-alone costs, cost of capital, costs of maintaining and replacing assets and economic depreciation. For the purposes of this Determination "common costs" shall mean costs that are incurred in the supply of all or a group of services provided by the firm and cannot be directly attributed to any one service and "stand-alone costs" shall mean the cost of providing a single service.
- (b) Notwithstanding the provisions of subsection (a) above, providers of Value-Added Network Services, as such, shall be entitled to volume discounts at levels below prevailing retail prices but shall not be entitled to Interconnection Services on the basis of the charges described in subsection 5(a). Such discounts shall duly take account of operational savings which may arise from dealings with providers of Value-Added Network Services relative to the costs of supply to the generality of retail customers. For the purposes of this Determination, "retail prices" means the fees and charges by which Telkom offers telecommunication services to its retail customers pursuant to Section 45 of the Act.

J. NAIDOO

Minister for Posts, Telecommunications and Broadcasting

NOTICE 772 OF 1997**MINISTER FOR POSTS,****TELECOMMUNICATIONS AND BROADCASTING****MINISTERIAL DETERMINATION****ON FEES AND CHARGES FOR****TELECOMMUNICATION SERVICES**

May 7, 1997

Pursuant to Section 45 of the Telecommunications Act, 1996 (Act No. 103 of 1996) (the "Telecommunications Act"), I hereby determine as follows:

1. Application of this Determination

- (a) This Determination shall be applicable to fees and charges (together the "Prices") payable, pursuant to the Telecommunications Act, to Telkom SA Limited ("Telkom") for the telecommunication services listed in Schedule A (the "Basket Services"), as such may be modified from time to time in accordance with the provisions of this Determination.
- (b) In this Determination, unless the context indicates otherwise, all terms shall have the meanings assigned to such terms in the Telecommunications Act or the licence (the "Licence") issued to Telkom pursuant to Section 36 of the Telecommunications Act.
- (c) This Determination shall become effective on the Effective Date but shall lapse, in favor of any price regulation made by the Authority pursuant to Section 45 of the Telecommunications Act, on or after the third anniversary of the Effective Date.

2. Price Control Formula

- (a) Telkom shall take all reasonable steps to ensure that in each year (t) (the "Price Control Period"), until the end of the third anniversary of the Effective Date, the Prices charged for the Basket Services shall be set so as to satisfy the criteria in formulae (1) and (2) set forth below:

$$(RC_{(t)}/RR_{(t-1)}) 100 \leq \Delta CPI_{(t)} - x_{(t)} \quad (1)$$

$$x_{(t)} = 1.5\% \quad (2)$$

subject to the following definitions:

- (t) :the current year in the Price Control Period, with the first year commencing on the Effective Date
- (t-1) :the preceding year
- $x_{(t)}$:the productivity offset factor

$\Delta CPI_{(t)}$:the year on year change in the Consumer Price Index, which is defined as follows:

$$\Delta CPI_{(t)} = ((CPI_{(t)} - CPI_{(t-1)}) / (CPI_{(t-1)})) 100$$

where:

$CPI_{(t)}$:the Consumer Price Index at the beginning of year (t)

$CPI_{(t-1)}$:the Consumer Price Index at the beginning of year (t-1)

$RC_{(t)}$:the total Revenue Change, which is calculated as follows:

$$RC_{(t)} = \sum_{i=1 \text{ to } n} RC_{(i, t)}$$

where:

n :is the number of services in the basket

$RC_{(i, t)}$:the revenue change of the i-th service in year (t), which is calculated as follows:

$$RC_{(i, t)} = RR_{(i, t-1)} \cdot \Delta P_{(i, t)}$$

where:

$RR_{(i, t-1)}$:is the Reported Revenue of Telkom for the i-th service in the basket from the relevant financial year ended 31 March commencing with 31 March, 1996 for the first year commencing on Effective Date and each subsequent financial year ended 31 March for the relevant subsequent Price Control Period.

$\Delta P_{(i, t)}$:is the average percentage change in the unit tariff of the i-th service, in year (t), which is defined as follows:

$$\Delta P_{(i, t)} = \left[\frac{(\text{Average unit tariff of the i-th service at the end of year (t)})}{(\text{Average unit tariff of the i-th service at the end of year (t-1)})} - 1 \right] 100;$$

$RR_{(t-1)}$:Reported Revenue of Telkom, in year (t-1), of all the services in the basket, and is calculated as follows:

$$RR_{(t-1)} = \sum_{i=1 \text{ to } n} RR_{(i, t-1)}$$

- (b) A worked example of the formula set out in subsection (a) above is set out in Schedule B.

3. Changes to the Basket Services

- (a) Subject to subsections (b) and (c) below, Telkom shall be entitled to add or replace a telecommunication services in respect of the Basket Services only if such telecommunication services are either:
- (i) wholly or substantially in substitution of an existing telecommunication service; or

- (ii) packaged offerings of existing telecommunication services or of elements of existing telecommunication services; for the avoidance of doubt, a packaged offering of existing telecommunication services would include a scheme the effect of which would be to reduce Telkom's standard Prices, as published in accordance with condition 7.1 of its Licence, including, without limitation, a residential low user scheme.
- (b) Telkom shall notify the Minister in writing of its intention to add or replace a telecommunication service in respect of the Basket Services pursuant to subsection (a) above not later than four (4) months in advance of the Price Control Period in which it proposes to implement such change to the Basket Services.
- (c) The Minister shall inform Telkom in writing of its approval or disapproval of changes to the Basket Services proposed by the Licensee in terms of subsection (a) above within two (2) months from being notified in accordance with subsection (b) above.

4. Maximum Prices

- (a) With effect from the Effective Date, Prices may not exceed the limits set pursuant to this Determination.
- (b) Prices for any of the Basket Services set pursuant to this Determination may be adjusted by Telkom from time to time during the Price Control Period in which it is to apply in accordance with this Determination and the provisions of its Licence but may not be increased in real terms by a margin of more than twenty percent (20%) based on the Consumer Price Index at the beginning of year (t).

5. Value Added Taxes

- (a) Prices set pursuant to this Determination are exclusive of any value added tax which may be levied in addition to the Prices.

6. Publication of Prices

- (a) Telkom shall publish its Prices for each of the Basket Services in accordance with condition 7.1 of its Licence.

J. NAIDOO

Minister for Posts, Telecommunications and Broadcasting

SCHEDULE A**Basket Services**

The following services shall be comprised in the Basket Services:

1 Installation Services

- 1.1 The installation and bringing into service of Exchange Lines to residential customers.
- 1.2 The installation and bringing into service of Exchange Lines to business customers.
- 1.3 The installation and bringing into service of direct dialling inward/outward Exchange Lines to business customers:
 - 1.3.1 analogue lines;
 - 1.3.2 2MBPS digital lines;
- 1.4 The installation and bringing into service of ISDN (Integrated Services Digital Network) Exchange Lines:
 - 1.4.1 basic rate access;
 - 1.4.2 primary rate access.
- 1.5 The installation and bringing into service of Exchange Lines] to switched telematic services:
 - 1.5.1 telex service;
 - 1.5.2 teletex service.
 - 1.5.3 Saponet-P service;

2 Rental Services

- 2.1 The provision and maintenance of Exchange Lines to residential customers.
- 2.2 The provision and maintenance of Exchange Lines to business customers.
- 2.3 The provision and maintenance of direct dialling inward/outward Exchange Lines to business customers:
 - 2.3.1 analogue lines;
 - 2.3.2 2MBPS digital lines.
- 2.4 The provision and maintenance of ISDN Exchange Lines to business customers:
 - 2.4.1 basic rate access;
 - 2.4.2 primary rate access.

- 2.5 The provision and maintenance of access lines to switched telematic services:
- 2.5.1 telex service;
 - 2.5.2 teletex service;
 - 2.5.3 Saponet-P service.

- 2.6 The provision and maintenance of point-to-point telecommunication circuits leased to customers for the provision of Private Circuits or for use in Private Telecommunication Networks:

- 2.6.1 fixed rental element, if any;
- 2.6.2 distance dependent rental element, if any;
- 2.6.3 capacity/bandwidth dependent rental element, if any;

but excluding any circuits made available to an Operator in terms of any agreement for Interconnection Services.

3 Call Services

- 3.1 Calls made to and from Terminal Connection Points within the same Local Exchange

Area (local calls) served by an automatic exchange:

- 3.1.1 from an item of Customer Premises Equipment;
- 3.1.2 from a Public Pay-telephone.

- 3.2 Calls made to and from Terminal Connection Points within the same Local Exchange

Area (local calls) served by a manual exchange:

- 3.2.1 from an item of Customer Premises Equipment;
- 3.2.2 from a Public Pay-telephone.

- 3.3 Calls made from a Terminal Connection Point in a Local Exchange Area served by an automatic exchange to a network providing a Mobile Telecommunication Service:

- 3.3.1 from an item of Customer Premises Equipment;
- 3.3.2 from a Public Pay-telephone.

- 3.4 Calls made from a Terminal Connection Point in a Local Exchange Area served by a manual exchange to a network providing a Mobile Telecommunication Service:

- 3.4.1 from an item of Customer Premises Equipment;
- 3.4.2 from a Public Pay-telephone.

- 3.5 Calls made from a Terminal Connection Point in a Local Exchange Area served by an automatic exchange to a Terminal Connection Point in an other

- Local Exchange Area via the National Long-distance Telecommunication Network:
- 3.5.1 from an item of Customer Premises Equipment, per each long distance metering band;
 - 3.5.2 from a Public Pay-telephone, per each long-distance metering band.
- 3.6 Calls made from a Terminal Connection Point in a Local Exchange Area served by a manual exchange to a Terminal Connection Point in another Local Exchange Area via the National Long-distance Telecommunication Network:
- 3.6.1 from an item of Customer Premises Equipment, per each long distance metering band;
 - 3.6.2 from a Public Pay-telephone, per each long-distance metering band.
- 3.7 International Calls made from a Terminal Connection Point in a Local Exchange via the International Telecommunication Network per country of destination.
- 3.8 Calls made by means of the networks providing switched telematic services:
- 3.8.1 Telex calls per each distance band;
 - 3.8.2 Teletex calls per each distance band;
 - 3.8.3 Saponet-P service.
- 3.9 Directory Information Services.
- 3.10 Telephone Operator Services.

4 Excluded Services

For the avoidance of doubt, the following services are not included in the Basket Services:

- 4.1 Interconnection Services.
- 4.2 Value Added Network Services (as described in Section 40 of the Telecommunications Act)
- 4.3 Mobile Cellular Telecommunications Services (as described in Section 37 of the Telecommunications Act).
- 4.4 Emergency Services.
- 4.5 Customer Premises Equipment.
- 4.6 Services that are eliminated from the Basket Services from time to time in accordance with the provisions of Section 3.

SCHEDULE B

Example Calculation of $\Delta CPI_{(t)} - X_{(t)}$

Service	Reported Revenue in year (t-1): $RR_{(t-1)}$	Average Unit tariff at the end of year (t-1)	Average Unit tariff at the end of year (t)	Price Change 0 measured over year (t): $\Delta P_{(t,t)}$	Revenue Change in year (t): $RC_{(t,t)}$
	(a)	(b)	(c)	(d) = $[(c)/(b) - 1] 100$	(a).(d)
Service 1	100.0	1	1.1	10%	10.0
Service 2	200.0	2	1.9	-5%	-10.0
Service 3	150.0	3	3	0%	0.0
Service 4	<u>300.0</u>	40	42	5%	<u>15.0</u>
Total Reported Revenue: $RR_{(t-1)} =$	<u>750.0</u>			Total Revenue Change: $RC_{(t)} =$	<u>15.0</u>

Calculation of $\Delta CPI_{(t)} - X_{(t)}$:

Assumed $\Delta CPI_{(t)} = 6.0\%$

$(RC_{(t)} / RR_{(t-1)}) 100 \leq \Delta CPI_{(t)} - X_{(t)}$

$(15.0/750.0) 100 \leq 6.0\% - 1.5\%$

$2.0\% \leq 4.5\%$

Summary:

Since the change in the revenue basket is less than $\Delta CPI_{(t)} - X_{(t)}$ the proposed price changes are acceptable.

Notes

- Reported Revenue is sourced from Telkom's statutory accounts
- The revenue change is a notional revenue and does not equate to changes in the real revenue due to the tariff changes

NOTICE 773 OF 1997**MINISTER FOR POSTS,
TELECOMMUNICATIONS AND BROADCASTING****MINISTERIAL POLICY DIRECTION
ON FEES AND CHARGES FOR
TELECOMMUNICATION SERVICES****May 7, 1997****Policy Direction No.: 1**

Pursuant to Section 5(4)(a) of the Telecommunications Act, 1996 (Act No. 103 of 1996) (the "Telecommunications Act") and in furtherance of the objects set out in Section 2 of the Telecommunications Act, I hereby direct as follows:

1. Application of this Policy Direction

- (a) This Policy Direction shall be applicable to the manner of determining fees and charges pursuant to Section 45 of the Telecommunications Act.
- (b) In this Policy Direction, unless the context so indicates otherwise, all terms shall have the meanings assigned to such terms in the Telecommunications Act.
- (c) This Policy Direction shall become effective on the date on which a licence (the "Licence") is issued to Telkom SA Limited ("Telkom") pursuant to Section 36 of the Telecommunications Act (the "Effective Date").

2. Price Regulation

- (a) With a view to, *inter alia*, encouraging investment and innovation in the telecommunications industry and promoting the stability of the telecommunications industry the fees and charges of Telkom that are subject to the Rate Regime (as such terms is defined in the Licence) shall continue to be regulated in accordance with a price cap formula and such fees and charges may be rebalanced by Telkom in accordance with the Ministerial Determination on Fees and Charges for Telecommunication Services.
- (b) With a view to, *inter alia*, making progress towards the universal provision of telecommunication services, especially in relation to the provisions of telecommunication services that duly take into account the needs of local areas and communities, any Rate Regime to which Telkom may be subject during the Exclusivity Period (as such term is defined in the License) shall not have a material adverse impact on Telkom or on Telkom's ability to fulfil its obligations under the License, including, without limitation, achievement of the Roll-out Targets and the New Line Roll-out Targets (as such terms are defined in the Licence).

J. NAIDOO

Minister for Posts, Telecommunications and Broadcasting

NOTICE 774 OF 1997**MINISTER FOR POSTS,
TELECOMMUNICATIONS AND BROADCASTING****MINISTERIAL POLICY DIRECTION
ON CONTRIBUTIONS TO
HUMAN RESOURCES FUND****May 7, 1997****Policy Direction No.: 2**

Pursuant to Section 5(4)(a) of the Telecommunications Act, 1996 (Act No. 103 of 1996) (the "Telecommunications Act") and in furtherance of the objects set out in Section 2 of the Telecommunications Act, I hereby direct as follows:

1. Application of this Policy Direction

- (a) This Policy Direction shall be applicable to contributions to the Universal Service Fund payable pursuant to Section 86 of the Telecommunications Act by every holder of a licence granted or deemed to have been granted in terms of Chapter V of the Telecommunications Act (the "Licensees").
- (b) In this Policy Direction, unless the context indicates otherwise, all terms shall have the meanings assigned to such terms in the Telecommunications Act.
- (c) This Policy Direction shall become effective on the date on which a licence is issued to Telkom SA Limited ("Telkom") pursuant to Section 36 of the Telecommunications Act (the "Effective Date").

2. Contributions to the Human Resources Fund

- (a) Contributions by Licensees to the Human Resources Fund will be funded at a maximum level of R10 million per annum, with such amount to be adjusted annually for inflation by taking account of any increase in the Consumer Price Index over the immediately preceding calendar year as published by the Central Statistical Office.
- (b) Of the aggregate amount to be contributed by Licensees to the Human Resources Fund pursuant to Section 86 of the Telecommunications Act, subject to subsection 2(a) of this Policy Direction, Telkom shall be liable to contribute no more than half of such amount.

J. NAIDOO**Minister for Posts, Telecommunications and Broadcasting**

NOTICE 775 OF 1997**MINISTER FOR POSTS,
TELECOMMUNICATIONS AND BROADCASTING****MINISTERIAL POLICY DIRECTION
ON CONTRIBUTIONS TO
UNIVERSAL SERVICE FUND****March May 6, 1997****Policy Direction No.: 3**

Pursuant to Section 5(4)(a) of the Telecommunications Act, 1996 (Act No. 103 of 1996) (the "Telecommunications Act") and in furtherance of the objects set out in Section 2 of the Telecommunications Act, I hereby direct as follows:

1. Application of this Policy Direction

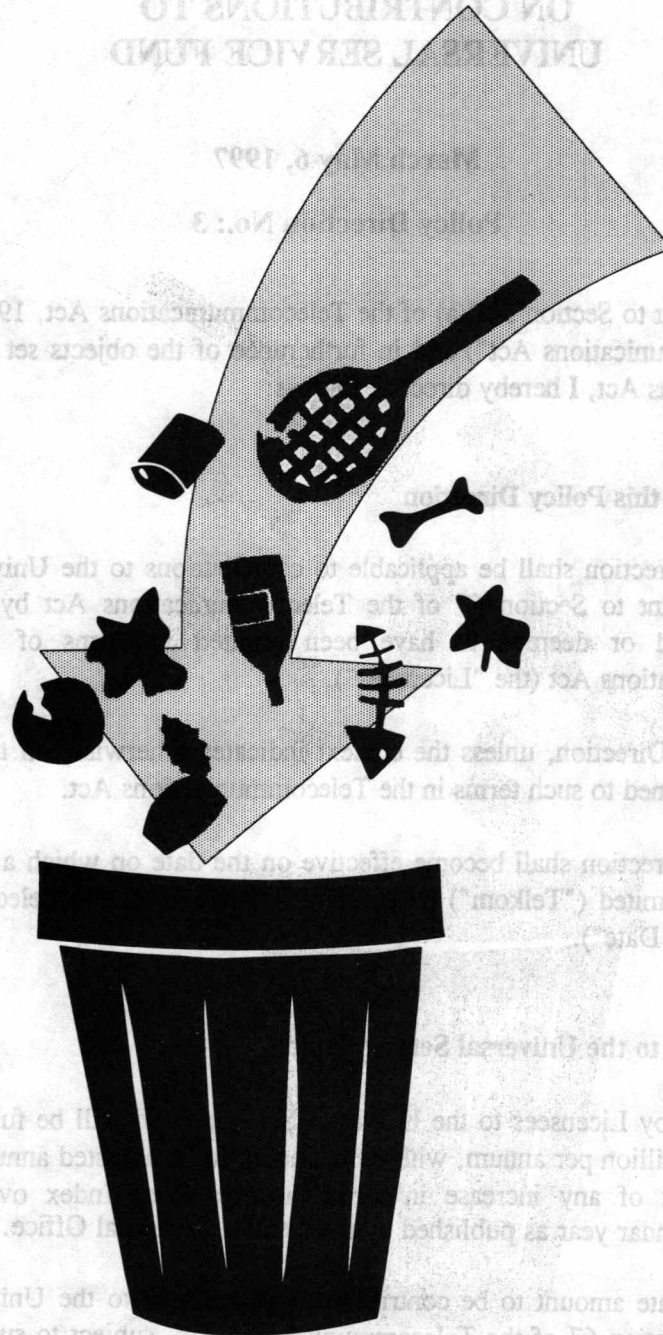
- (a) This Policy Direction shall be applicable to contributions to the Universal Service Fund payable pursuant to Section 67 of the Telecommunications Act by every holder of a licence granted or deemed to have been granted in terms of Chapter V of the Telecommunications Act (the "Licensees").
- (b) In this Policy Direction, unless the context indicates otherwise, all terms shall have the meanings assigned to such terms in the Telecommunications Act.
- (c) This Policy Direction shall become effective on the date on which a licence is issued to Telkom SA Limited ("Telkom") pursuant to Section 36 of the Telecommunications Act (the "Effective Date").

2. Contributions to the Universal Service Fund

- (a) Contributions by Licensees to the Universal Service Fund will be funded at a maximum level of R20 million per annum, with such amount to be adjusted annually for inflation by taking account of any increase in the Consumer Price Index over the immediately preceding calendar year as published by the Central Statistical Office.
- (b) Of the aggregate amount to be contributed by Licensees to the Universal Service Fund pursuant to Section 67 of the Telecommunications Act, subject to subsection 2(a) of this Policy Direction, Telkom shall be liable to contribute no more than half of such amount.

J. NAIDOO**Minister for Posts, Telecommunications and Broadcasting**

Keep South Africa Clean



Throw trash where it belongs

Hou Suid-Afrika Skoon



Gooi rommel waar dit hoort

Save a drop — and save a million

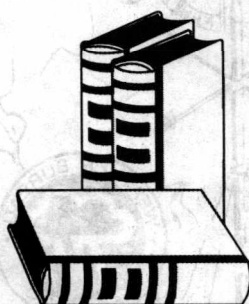
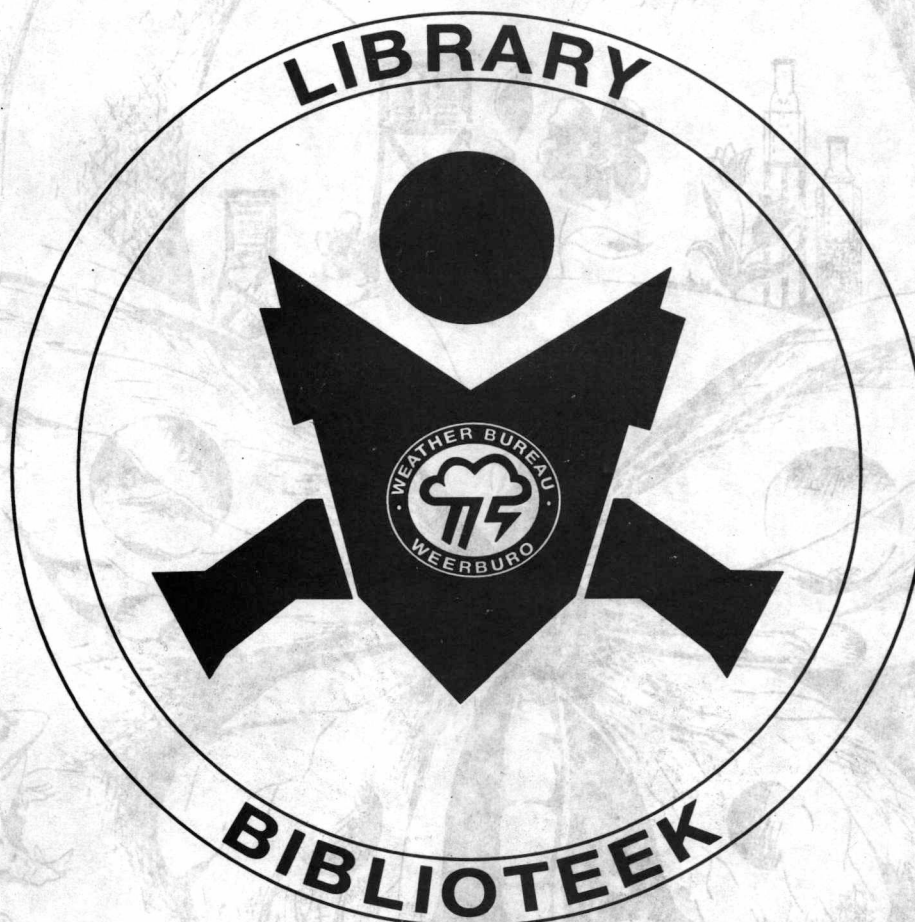
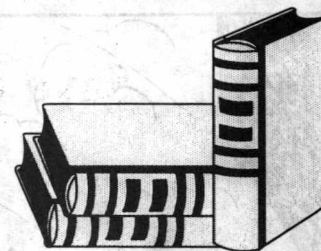
Water conservation is very important to the community and industry to ensure their survival. So save water!



Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad

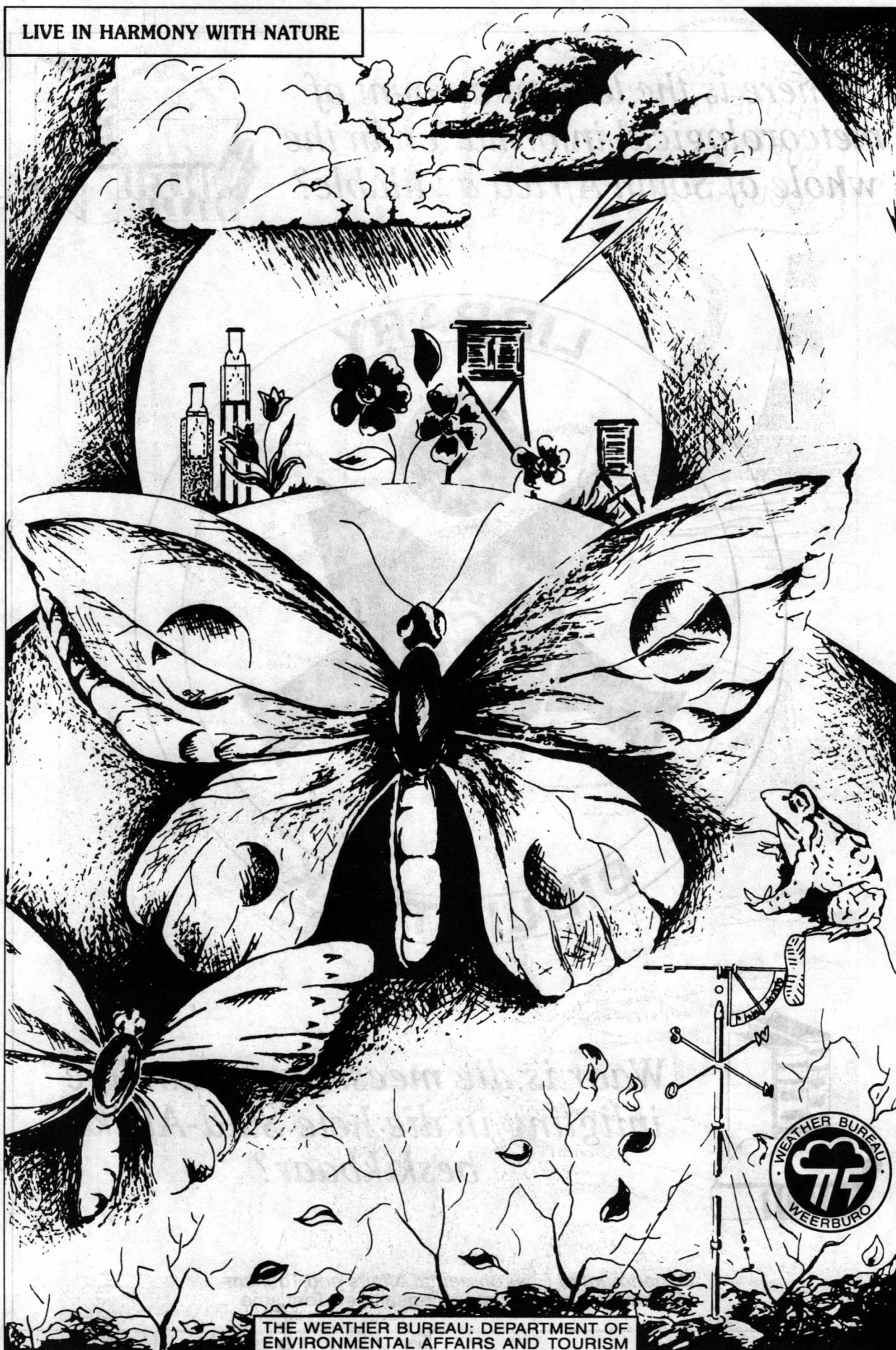
Where is the largest amount of meteorological information in the whole of South Africa available?



Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

Department of Environmental Affairs and Tourism
Departement van Omgewingsake en Toerisme

LIVE IN HARMONY WITH NATURE



THE WEATHER BUREAU: DEPARTMENT OF
ENVIRONMENTAL AFFAIRS AND TOURISM





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