

DRAFT CODE OF CONDUCT

1. Introduction

- 1.1 The Botswana Telecommunications Authority (BTA), in cooperation with telecommunication service providers, telecommunication system operators, consumer associations and the Department of Trade and Consumer Affairs in Botswana, have developed this Code of Conduct to guide the relationship between consumers and telecommunications service providers.
- 1.2 The Code of Conduct promulgates the practices that telecommunication service providers and telecommunications system operators should follow when providing telecommunication services to consumers and small businesses in Botswana.
- 1.3 In all cases where existing agreements between a Service Provider and Consumer entail less favourable terms and conditions as compared to the provisions of this Code, this Code shall prevail.
- 1.4. Notwithstanding anything contained in this Code, nothing herein contained shall operate so as to limit or exclude any rights or remedies of any consumer or the access of any Consumer to the Courts or to any other appropriate dispute resolution forum.
- 1.5. Nothing in this Code shall remove or restrict the effect of, or reliance on
 - 1.5.1 Any written law, licence condition, regulation or approved guidelines that impose on the Service Provider a duty stricter than that imposed under this Code.
 - 1.5.2 Any term in any agreement in writing between a Customer and a Service Provider to the extent that the term:-
 - 1.5.2.1. Imposes a stricter duty on the Service Provider than that imposed under this Code
 - 1.5.2.2. Provides a remedy more advantageous to the Customer than the remedies provided under this Code.
- 1.6 The Code of Conduct gives telecommunication service providers and telecommunications system operators a clear statement of what the BTA considers to be acceptable practices for dealings and communications with consumers.
- 1.7 By adopting the practices detailed in the Code of Conduct, telecommunication service providers and telecommunications system operators can enhance the overall demand for telecommunication services in Botswana, and the demand for their own company's particular telecommunication service offerings.

2. Rationale

- 2.1. With increasing competition in the telecommunications sector, client loyalty to operators is decreasing, while awareness by consumers of their consumer rights is increasing. Customers are increasingly evaluating operators in terms of quality of service in addition to price. Equitable treatment of client complaints is a key component of client service, and client service is in turn, the foundation for building a brand image by reliable and high quality service provision. There is, therefore, a compelling business argument for companies to adhere to the high business standards set out in this Code and corresponding customer service within a competitive marketplace.
- 2.2. It has been demonstrated that operators that have a high level of unresolved complaints are considered to be lower value-added service providers and typically have a higher ratio of client turn over and cost of customer acquisition per Pula earned as well as lower average revenue per customer.
- 2.3 It is thus in the interests of service providers to be seen to be pro-active by clients.
- 2.4. By adopting the practices detailed in the Code, service providers and operators can enhance the overall demand for telecommunication services in Botswana, and the demand for the particular adhering company's telecommunication services.
- 2.5. The practices defined in this Code reduce consumer uncertainty with regard to service providers and operators' business practices and increase the transparency of the same. Reduced uncertainty and increased transparency can enhance consumer demand for services.

3. Definitions

In this code, unless the context provides otherwise, the following terms will have the meanings ascribed to them:

- 3.1 "Act" means Telecommunications Act, 1996 (Act No: 15 of 1996) as amended from time to time.
- 3.2 "Adhering company" means any company that complies with the Code of Conduct.
- 3.3 "Advertising materials" means advertising and promotional materials in relation to the services offered by the Adhering company.
- 3.4 "BTA" means Botswana Telecommunications Authority.
- 3.5 "Code" refers to this Voluntary Code of Conduct.
- 3.6 "Customer" means any person who:

- 3.6.1 has entered into an agreement with an Adhering company for the provision of a telecommunication service or lawfully utilises a telecommunication service in any way on terms and conditions stipulated by the Adhering company and lodged with the BTA in accordance with Section 17(1) of the Telecommunications Act, 1996; or,
- 3.6.2 is a subscriber to a Service Provider or Licensee.
- 3.7 “Operator” means telecommunication system operator.
- 3.8 “Service Provider” means any person or company that provides a Telecommunication service.
- 3.9 “Telecommunication service” shall have the same meaning as defined in the Act.
- 3.10. Telecommunication system” means a network of telecommunication equipment which is used or capable of being used to provide a telecommunication service.

4. Objectives of the Code

The objectives of the Code of Conduct are as follows:

- 4.1 To provide model procedures for:
 - 4.1.1 Reasonably meeting Consumer requirements
 - 4.1.2. The handling of customer complaints and disputes
 - 4.1.3 The protection of consumer information
 - 4.1.4 Provision of guidelines for self regulation within the industry
- 4.2. Promoting the achievement of the relevant national policy objectives of the Telecommunications Policy of 1995 and the Act.
- 4.3 Promotion of consumer confidence in service delivery from the telecommunications industry
- 4.4 To give consumers clear and consistent information on acceptable business practices in the telecommunications market.
- 4.5. By developing and implementing the Code, the BTA sets out to do the following:-
 - 4.5.1 Inform telecommunication licensees of the practices and service standards that the Authority expects them to follow in their relationships with consumers.

- 4.5.2 Raise the awareness of consumers with regards to the practices and service standards they should seek when selecting a service provider or operator in a competitive marketplace.
- 4.5.3 Encourage consumer-use of telecommunication services by making consumers better aware of their rights in their dealings with service providers and operators.
- 4.6 Monitor service provider advertisements and promotions to ensure compliance with internationally acceptable advertising standards; and,
- 4.7. Develop, and implement, appropriate communications, and education campaigns and strategies to promote understanding of consumer rights to quality services.
- 4.8 To ensure that service providers and operators can enhance and maintain ethical and professional business practices of high standards.

5. Scope of the Code

- 5.1 This Code is regarded as a minimum set of standards that should be adopted by service providers as a means of ensuring that they provide basic level of service to the consumers. The Code is meant to promote a high level of consumer confidence in service delivery from the industry through guidelines on pricing, billing and complaints handling. The Code also sets the requirements for protection of personal information.
- 5.2 This Code will come into effect following discussions with service providers and consumers' representatives.

6. Administration of the Code

- 6.1 The administration of the Code essentially rests with the BTA. However it is expected that the Authority will gradually transfer its administration to providers of telecommunication services as well as other self regulatory mechanisms that will evolve overtime. Ultimately therefore the Authority should remain with overall monitoring thereof.
- 6.2 Initially and periodically, the BTA will publicise the Code to the members of the public.
- 6.3 Notwithstanding 6.2 above, any Adhering Company shall be at liberty to publicise this Code and or any provisions thereof as it deems necessary subject to the publication being intended to inform the public about the provisions of the Code.

PART II

7. Rules of the Code

7.1.1 Fundamental Principles that govern service providers relating to Provision of Information.

- 7.1.1.1 The fundamental principles below govern the Service Providers and should be read in conjunction with and be subject to other general guidelines such as respective Service Providers' licence terms and conditions, frameworks and guidelines already issued as well as frameworks and guidelines to be issued by BTA from time to time. Where there is any inconsistency between any of the provisions of this Code and any licence terms and conditions, framework or guidelines issued by BTA, the provisions of the framework, licence terms and conditions or guidelines shall prevail.
- 7.1.1.2. Service Providers should furnish the Consumers with information on services which is sufficient, accurate, true and up to date and in simple and straight forward language.
- 7.1.1.3. Service Providers must respond to Consumer request for information on Services currently available promptly and in case within seven (7) days of the date of receipt of the customer's request for information.
- 7.1.1.4. Customer request for any information covered by this Code or otherwise, provided that the information is on current service and available, shall be provided at no cost unless the request involves information on past or obsolete services.
- 7.1.1.5 A Service Provider may develop a strategy to address the basic information needs of Consumers e.g. a database of frequently asked questions.
- 7.1.1.6 Where a service provider is required by this code to inform a consumer of matters under this Code, the service provider can satisfy this obligation by one or all of the following modes;
- 7.1.1.6.1 Verbally;
 - 7.1.1.6.2 in writing;
 - 7.1.1.6.3 Displaying information at the business premises;
 - 7.1.1.6.4 Electronically; and
 - 7.1.1.6.5 through media
- 7.1.1.7 A service provider must supply or make available a copy of the contract or agreement for the provision of services to consumers. Additional copies of contractual terms must be supplied to the customer upon request and where applicable, a reasonable fee may be charged for additional copies.

- 7.1.1.8. A service provider shall inform its customers of all applicable charges for the services it provides, including, where applicable, charges imposed by other service providers for services ancillary to the service.

8. Description of service

- 8.1 Before entering into a service contract, a service provider must make available sufficient description of the services in plain language and avoid the use of technical jargon except where necessary. Upon the request of a consumer, a service provider must, insofar as the service provider is aware, inform the consumer what other products and services are necessary in order to use the services that the consumer intends to acquire from the service provider.
- 8.2 BTA shall from time to time monitor and or measure the quality of services provided by Service Providers and publish the results of same for public consumption.

9. Pricing

- 9.1 Before entering into a contract with a customer, the service provider must inform the customer of;
- 9.1.1. What charges will apply;
 - 9.1.2. What the charges relate to;
 - 9.1.3. The amount of each type of charge, and if the customer request, the manner in which the charge is determined (e.g. the procedure for calculating the charge);
 - 9.1.4 The frequency of the charge or circumstances giving rise to the charge becoming payable.
- 9.2 Before entering into a contract, a service Provider must inform a customer if the charges or components thereof may vary during the term of the contract.

10. Packaging of Services

- 10.1 Where Services are packaged with another service and/or product, a Service Provider must inform the customer in relation to each service and/or product as follows:
- 10.1.1 A description of the service and/or products
 - 10.1.2. Information on whether the products are under warranty
 - 10.1.3. Where the Service Provider sells the service and/or product separately, the price that the Service Provider would charge if the Customer acquires that service and/or product separately.

11. Terms and Termination

- 11.1 Where applicable, before a contract is entered into, a Service Provider must inform the Customer of the minimum duration of the contract any special terms in the contract and any specific provision, which states that the customer must pay a termination charge, if the contract is terminated prior to the end of the duration.

- 11.2 The service provider may discharge this obligation by placing a notice in a supplementary document provided to the customer.
- 11.3 The following provisions should form part of the contract:
 - 11.3.1. The commencement date of the contract;
 - 11.3.2. Term of contract;
 - 11.3.3. Where applicable, manner of notification;
 - 11.3.4. Events that give rise to a right to terminate earlier than applicable;
 - 11.3.5 Termination rights;
 - 11.3.6 The method of calculating any early termination charge and the circumstances under which termination charges are payable;
 - 11.3.7 Conditions and terms of renewal of the contract, where applicable;
 - 11.3.8 Conditions and terms relating to disconnection and reconnection, and fees charged for reconnection;
 - 11.3.9 Terms and conditions relating to refund of deposit including timelines and any penalties imposed;
 - 11.3.10 Terms and conditions relating to situations that may give rise to the interruption or discontinuation of service;
 - 11.3.11. Terms and conditions relating to delivery and/or activation of products and/or services;
 - 11.3.12. Terms and conditions relating to the procedures and manner in which any term and condition may be varied or changed by the service provider.

12. Customer Rights of Redress

- 12.1 Before entering into a contract to provide services, a Service Provider must inform the Customer of an existing contractual warranty relating to the products (if any) and what its right of redress is should the contractual warranty be broken. Where a copy of the warranty and rights of redress is not provided with the products, the Service Provider must inform the Consumer where it may be available.

13. Customer Obligations

- 13.1 In a contract, a Service Provider must inform the Customer of their obligations, and the repercussions arising from a breach of their obligation.

14. Instructions for Use

- 14.1 The Service Provider must provide general instructions to the customer on how to use its offered Services.
- 14.2 Where the Service Provider packages its Services with services and/or products of another party, the Service Provider will be responsible for the provision of instructions relating to the usage of the services and/or products to the Customer.

15. Customer Billing, Charging, Collection and Credit Practices

15.1 A Service Provider should at all times be guided by the following principles and should endeavour wherever possible to:-

15.1.1 Ensure that Customers are able to obtain information relevant to their current bill or any item of its content without any charge;

15.1.2. ensure that billing accuracy is verifiable;

15.1.3 Ensure that billing is timely;

15.1.4. Ensure that sufficient information must be on the bill or otherwise readily available to the Customer for verification;

15.1.5. Ensure that upon a bona fide request from a Customer, the Service Provider must inform or provide the Customer with timely, accurate and current information about its billing terms and conditions and options relevant to that Customer.

15.1.6 Retain records of a Customer's bill for a minimum period of one (1) year.

15.2 A Service Provider shall ensure that the following minimum information should be included in all bills issued:-

15.2.1 The Customer's billing name;

15.2.2 The Customer's billing address;

15.2.3 The Service Provider's current business name;

15.2.4 A bill reference and/or Customer Account Reference;

15.2.5 The billing period;

15.2.6 Description of the charges (and credits) for which the Customer is billed;

15.2.7 Total amount billed, applicable credits, payments or discounts, and the net amount payable by the Customers;

15.2.8 Date bill issued;

15.2.9 Payment due date;

15.2.10 at least one method of bill payment;

15.2.11 method to contact for billing inquiries;

15.2.12 method to contact complainants; and

15.2.13 the nature of call charges applicable for billing inquiry calls.

15.2.14 a printout showing usage history of the phone

15.3. **Bill Presentation and Format**

15.3.1 The Service Providers should further ensure that:-

15.3.1.1 Bills should be presented and formatted such that Customers can easily read and understand the content;

15.3.1.2 Bills should have sufficient and clear descriptions of items and categories;

15.4 **Verification of billed Charges**

15.4.1 A Service Provider should put in place the necessary internal systems and safeguards to ensure that inaccuracies are minimized in charges billed to Customers;

15.5 **Itemisation of Charges**

- 15.5.1 A Service Provider must ensure that Customers have access to itemised details of all charges in relation to the services provided either on the bill or on separate advice rendered by the Service Provider upon request.
- 15.5.2 Unless otherwise requested by or agreed with the customer, Service Providers must provide itemised details during the current billing period.

Where applicable Service Providers must inform Customers of the notice period required.

- 15.5.3 Except in the circumstances provided below, a Service Provider shall not charge its Customer for bills issued. Charges may be rendered only where a Customer:-

15.5.3.1 Requests for past itemisation details;

15.5.3.2. requests are frivolous, vexatious or onerous;

15.5.5. Timeline for Issuance of Bill

- 15.5.6 Except in circumstances provided for below, Service Providers must process and issue bills within the shortest possible time and in any case within 30 days of the closure of each bill period. The Service Provider may exceed the number of days only:-

15.5.6.1 Where there is a system or processing problem;

16. Provision of Service

- 16.1 Service Providers shall endeavour to provide services within 3 working days from the time the duly completed registration form and supporting documents are received except on the following circumstances:-

16.1.1. Where there are technical complications within the network of the Service Provider

16.1.2 Where the readiness and/or availability of infrastructure is a problem.

16.1.3 Where credit worthiness of the Customer is in question.

17. Fault Repair of Services

17.1 Service Providers shall implement necessary facilities to allow Customers to report faults 24 hours a day.

17.2 In the event of force Majeure the Service Provider shall endeavour to rectify the fault within such period of time as may be reasonable taking into account the situation.

18. Protection of Personal Information

- 18.1 A Service Provider may collect and maintain necessary data/information of Customers for purposes relating to provision of service and billing only.

- 18.2. Service Providers must take appropriate measures to provide adequate security, and respect Customer preferences regarding unsolicited mail and telephone calls.
- 18.3 Service Providers must be open, transparent and generally accept fair information principles including provision of notice as to what personal information they collect, use and disclose, the access Customers have to the information, the security measures taken to protect the information, and the enforcement and redress mechanisms that are in place to remedy any violation of these.
- 18.4 Any Service Provider that collects information has a responsibility to adopt and implement a policy that protects the privacy of identifiable information.
- 18.5. A Service Provider's policy on protection of Customer information should be made available, be accessible, easy to read and understood. Such policy should be disclosed prior to the time that individually identifiable information is collected or requested.
- 18.6. The policy must state clearly what information is being collected, the use of that information, possible third party distribution of that information, choices available to an individual regarding collection, use and distribution on the collected information, a statement of the organisation's commitment to data security, and the steps the organisation takes to ensure data quality and access.
- 18.7. The policy should also include a clear statement of the accountability mechanism being applied, including how to contact the Service Providers.
- 18.9. Customers must be given the opportunity to exercise choice regarding how individually identifiable information collected from them may be used.
- 18.10 Service Providers creating, maintaining, using or disseminating individually identifiable information should take appropriate measures to assure its reliability and should take reasonable precautions to protect it from loss, misuse and alteration. They should also take reasonable steps to ensure that third parties to whom they transfer such information are aware of these security practices, and that they also take the same precautions to protect any transferred information.
- 18.11. Service Providers should also take reasonable steps to ensure that the data is accurate, complete and timely for purposes for which it is used.
- 18.12. Service Providers should establish appropriate processes or mechanisms for inaccuracies such as account or contact information may be corrected. These processes and mechanisms should be simple and easy to use, and provide assurance that inaccuracies have been corrected.

PART: 3

19. Complaints Handling

19.1 Service Providers must implement complaint handling processes based on the following principles:-

19.1.1 Service Providers' procedures for complaint handling processes must be publicised and made available to Customers. Information on complaints handling processes shall contain:-

19.1.1.1. Consumers' right to complain;

19.1.1.2 How service providers can be contacted in order to make a complaint;

19.1.1.3. The types of supporting information and/or documents the complainant needs to furnish when making a complaint;

19.1.1.4 Assurance that all complaints will be recorded by the Service Provider.

19.2 Service Providers should provide easily understood information about their complaint process in as many media houses as possible. In addition Service Providers should take steps to ensure that Customers can easily identify where complaints may be lodged within the premises of a Service Provider.

19.3. Special Needs

19.3.1 Service Providers are encouraged to make adequate provisions to ensure that people with disabilities are able to access their complaints handling process. [We suggest that this best endeavour effort be extended to the ensuring that products including terminal equipments and or services could be accessible or easily used by people with disabilities].

19.3.2. In cases where customers specifically request assistance in lodging complaints, Service Providers should provide whatever assistance is reasonable.

19.4. Responsiveness

19.4.1 Written complaints must be acknowledged within three (3) working days.

19.4.2 Wherever possible, Customers must be advised when they make a complaint, or within seven (7) working days, of receipt of the progress made in respect of their complaints and a time frame for possible final determination of the complaint.

19.4.3 The complaint shall where possible be resolved within 30 working days from the date of submission. Where the complaint cannot be resolved within 30 days regular updates must be provided to the Customer.

19.4.5 Service Providers must put in place escalation processes and the Customer should be given this information.

19.4.6. Customers must be advised of the outcome of the investigation of their complaint.

19.5 Further Recourse

- 19.5.1 In the event the Customer remains dissatisfied with the outcome of a complaint, the Service Provider must advise the Customer of its right to ultimately refer its complaint to the Authority.
- 19.5.2 Service Providers must avoid taking any credit management action regarding the specific aspect of the service to which a complaint relates while the complaint is being investigated. Where necessary the Service Provider should inform the Customer that while the complaint is being investigated, the Customer is obliged to make payment on any outstanding amount other than the disputed portion.
- 19.5.3 Service Providers must have appropriate recording systems for complaints and their outcomes.
- 19.5.4. Data collected must be categorised and analysed by the Service Provider from time to time to allow for the identification of recurring problems.
- 19.5.5. Service Providers should inform the Customer that a record of their complaints is being kept.

20. Adherence to the Code of Conduct

- 20.1 In order to adhere to the Code, a company must adhere to all clauses in the Code.
- 20.2. An adhering company must deliver a copy of the Code to its customers on request.
- 20.3. An adhering company must display a copy of the Code at all of its business locations.
- 20.4. Adhering company must ensure that all customer-facing employees know and understand the Code. This may be achieved by providing each customer-facing employee with a copy of the Code, and a training programme related to the Code.
- 20.5. Each company that adheres to the Code must designate an office that will be responsible for ensuring that the company is in compliance with the Code. The adhering company shall provide the BTA with the name of the officer responsible for the company's adherence to the Code.
- 20.6. Adhering companies must also be in compliance with the following:
 - 20.6.1. The Act.
 - 20.6.2. Consumer Protection Act, 1998; and,
 - 20.6.3. The terms and conditions of any licence granted to the company by the BTA.

20.7. Nothing in the Code should be interpreted so as to exonerate an adhering company from any obligation under:

20.7.1. The Act

20.7.2. The terms and conditions of any licence granted to the company by the BTA; and,

20.7.3. Any other laws of the Republic of Botswana.

21. Transfer of the Code of Conduct to a Self-Regulatory Organisation (Phase 2)

21.1 International best practice indicates that the most effective codes of conduct are enacted and furthered by the companies adhering to the Code. The BTA has made provisions to transfer the responsibilities of the Code to a self-regulatory

organisation established by adhering companies (hereinafter referred to as Phase 2).

21.2. The transfer of the responsibility for the Code and move to Phase 2 of the implementation will only take place after the adhering companies have met the following criteria:

21.2.1. Established, a self-regulatory organisation that can assume oversight for the Code; and,

21.2.2. Established, on an individual basis, an effective and efficient consumer complaints management process that meets a pre-defined set of performance metrics.

21.2.3. After adhering companies have established a self-regulatory organisation, they must submit to the BTA, the corporate charter and the names of all board members for the self-regulatory organisation. The BTA will review the submission.

21.2.4. To assess whether adhering companies have established an effective and efficient complaints management process, the BTA will have to assess adhering companies' complaints procedure against set of performance metrics. At the outset of Phase 1 the BTA will define the performance metrics. These performance metrics shall include the following:

21.2.4.1 Average complaint handling time;

21.2.4.2 Maximum complaint handling time;

21.2.4.3 Number of complaints received and closed as a percentage of customer base; and,

21.2.4.4. Unresolved complaints as a percentage of total complaints

21.3 The BTA will review the performance of adhering companies every six months. If all adhering companies do not meet the minimum performance

requirements, then the BTA will terminate Phase 2 and re-assume the responsibility for the Code

22. Amendment Procedures

- 22.1 As the telecommunications market in Botswana develops and changes, the Code will have to develop and change along with it. As such, from time to time, the Code may be amended.
- 22.2 The BTA may amend the Code in any form, provided that it gives all adhering companies written notification of the amendments at least 90 days prior to implementation of the amendment.
- 22.3 From the date of notification, adhering companies have 30 days to submit comments concerning the amendments to the BTA. In consideration of submitted comments, the BTA may alter its proposed amendment.
- 22.4 An adhering company does not have any power to veto an amendment to the Code.
- 22.5 An adhering company or consumer organisations may propose to the BTA that an amendment be made to the Code. The adhering company or consumer organisation must submit a written copy of the proposed amendment to the BTA, consumer organisations and all other adhering companies for comments. Adhering companies or consumer organisations have 30 days to submit comments on the proposed amendment to the BTA.
- 22.6 The BTA will make a decision regarding the proposed amendment within 90 days of its submission to the BTA.

23. Monitoring of Company Adherence

- 23.1 The BTA will publish a list of all companies adhering to the Code of Conduct. This list will be posted as an annex to the Code. Adhering companies and the general public can obtain a copy of the list from the BTA, or at the BTA's Web site. The BTA will post a list of adhering companies in a public area at its main office.
- 23.2 The BTA will review adhering companies' compliance with the Code on a regular basis and publish the findings of the review as it sees fit
- 23.3 If the BTA's review finds that an adhering company is not in compliance with Code, the company will be notified in writing. The non-compliant company will have 30 days from the receipt of notification to respond to the BTA and demonstrate that it is in compliance.
- 23.4 If the company remains non-compliant 30 days after written notification by the BTA, the BTA will remove the company's name from the list of adhering companies.

23.5. A company whose name has been removed from the list can ask to have its name reinstated on the list after demonstrating that it is in compliance with the Code.

24. **Advertising**

24.1 An adhering company must not make false or misleading statements in its advertising.

24.2 An adhering company must not make false or misleading statements about another company.

24.3. An adhering company must not make false or misleading statements about its licences, or approvals from the BTA.

24.4. All advertised rates or discounts must be factual, verifiable, and not misleading.

24.5. Advertisements must clearly disclose monthly fees, minimum charges, or other charges faced by customers.