



AReSAfrica

Code of Conduct
and Complaints
Procedure

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Section 1

Introduction

1. In order to provide electronic communications services to its subscribers, A.R.e.S Africa: Advanced Reliable e-Solutions for Africa (Proprietary) Limited (“AReS Africa”) holds licences issued by the Independent Communications Authority of South Africa (ICASA).
2. ICASA requires that all licence-holders comply with the:
 - 2.1. ICASA Code of Conduct Regulations 2008, which sets out minimum standards of conduct when providing services to subscribers or dealing with potential subscribers; and
 - 2.2. ICASA End-User and Subscriber Service Charter Regulations 2009, which sets out minimum quality of service standards applicable to services provided to subscribers and potential subscribers.
3. AReS Africa has developed a Code of Conduct and Service Charter in line with these Regulations and will strive to follow this in its interactions with its Consumers insofar as the terms of the Code of Conduct and Service Charter are applicable to the Customer.
4. The ICASA Code of Conduct Regulations 2008 are available on our website.
5. The ICASA End-user and Subscriber Service Charter Regulations are available on our website.

Definitions

“**Billing Dispute**” means an instance where a Customer states in good faith that their bill contains incorrect charges, payments or adjustments. Billing Disputes are a specific form of Complaint dealt with only in terms of the Billing Disputes Procedure set out herein.

“**Billing Dispute Notice**” means a formal, written notice submitted to AReS Africa by the Customer in terms of this Procedure.

“**Billing Disputes Procedure**” means the Billing Disputes Procedure set out herein for the initiation and resolution of Billing Disputes.

“**Billing Enquiry**” means the situation where the Customer seeks information or clarification relating to an invoice issued by AReS Africa, including without limitation seeking clarification of charges or sources of usage. For the avoidance of doubt, a Billing Enquiry is not a Billing Dispute.

“**Business Day**” means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.

“**Business Hours**” means Monday to Friday from 08:00 to 17:00, Saturday 09:00 to 13:00 excluding any public holiday as defined under the Public Holiday Act, 36 of 1994.

“**Complaint**” means a formal, written expression of dissatisfaction or grievance made by a Customer in terms of the General Complaints Procedure, but does not include a request for information or a Billing Dispute. Complaints are dealt with only in terms of the General Complaints Procedure set out herein.

“**Customer**” means a subscriber or potential subscriber of Electronic Communications Services from AReS Africa.

Key Commitments

6. AReS Africa makes the following key commitments and will endeavour to:
 - 6.1. Act in a fair, reasonable and responsible manner in all dealings with Customers;
 - 6.2. Ensure that all its services and products meet the specifications as contained in AReS Africa’s licences and all the relevant laws and regulations;
 - 6.3. Not unfairly discriminate against or between Customers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
 - 6.4. Display utmost courtesy and care when dealing with Customers;
 - 6.5. Provide Customers with information regarding services and pricing;
 - 6.6. Where requested to do so, provide Customers with guidance with regard to their service needs; and
 - 6.7. Keep the personal information of Customers confidential unless AReS Africa is:
 - In possession of written authorisation from the Customer to do so;



- Required to release such information for the purpose of briefing AReS Africa’s auditors, professional advisors or an accredited debt collection agency; and/or
 - Otherwise authorised or required by any law or an order of Court;
7. Customers have the right to refer Complaints to ICASA as more fully set out in the Complaints Procedure.

Consumer Rights

8. The ICASA Code of Conduct Regulations 2008 stipulates the following (non-exhaustive) list of consumer rights held by Customers:

- 8.1. A right to be provided with the required service without unfair discrimination;
- 8.2. A right to choose the service provider of the Customer’s choice;
- 8.3. A right to receive information in the Customer’s preferred language (AReS Africa will do its best to meet this request where reasonable);
- 8.4. A right to access and question records held by AReS Africa which relate to the Customer’s relationship with AReS Africa;
- 8.5. A right to the protection of the Customer’s personal data, including the right not to have personal data sold to third parties without the Customer’s express permission;
- 8.6. A right to port a number in terms of applicable regulations;
- 8.7. A right to lodge a complaint; and
- 8.8. A right to redress.

Confidentiality

9. AReS Africa undertakes to protect consumer information accumulated, and to do the following with such consumer information:

- 9.1. Use the information only for the purpose permitted or required;
- 9.2. Report or release the information only to the consumer or prospective consumer;
- 9.3. Only release that information to another person:
 - when directed by the written instruction of the consumer or prospective consumer,
 - when directed by an order of a court,
 - during the process of collection of debts owed to the licensees to accredited debt collection agencies,
 - by the licensees' auditors for the purpose of auditing their accounts, or
 - in terms of any applicable law.

Billing

10. AReS Africa will provide the Customer with an itemised bill or invoice upon request or where this is specified as part of the services provided to the Customer.

11. Billing terms are also set out on AReS Africa’s invoices (invoices are sent out in advance on the 25th of the month, to be paid by the 7th of the following month).

Defective Items

12. Where a product is defective, AReS Africa will investigate the issue and will replace it in accordance with the manufacturer’s warranty for that product.

Vetting of applications and use of credit registered credit bureaux

13. Where applicable, AReS Africa reserves the right to subject any application for services and/or products, including variations to existing services and/or products, to credit referencing and analysis by registered credit bureaux, and the Customer explicitly consents to the use of all information supplied by the Customer for this purpose and for the purpose of compliance with the National Credit Act 34 of 2005, as amended.



Terms and Conditions of Service

14. AReS Africa will provide the Customer with a copy of the written terms and conditions upon finalisation of a service agreement or as soon as is reasonably possible thereafter. Where an agreement is entered into telephonically, a copy of the written terms and conditions thereof will be provided to the Customer within seven (7) Business Days.

15. These written terms and conditions will contain clear provisions relating to the nature of the contract, the minimum duration of the contract, the manner and notice period for termination and any payments which may be applicable for early termination.

16. Where AReS Africa affects changes to the terms and conditions of its service, AReS Africa will inform the Customer of such changes within a fair and reasonable period.

Minimum Service Standards

17. AReS Africa will, subject to events and conduct beyond its reasonable control, to:

17.1. provide a minimum of 95% network service availability measured over twelve (12) months;

17.2. provide a minimum of 95% service availability measured over twelve (12) months;

17.3. attain a 90% success rate in meeting requests for installation and activation of service for qualifying service applicants within thirty (30) Business Days of request, while meeting the balance of requests within forty (40) Business Days of request;

17.4. provide full reasons to the Customer where AReS Africa is not able to meet a request for service within these time periods within seven (7) Business Days of receipt of request for same;

17.5. attain a 90% success rate within seven (7) Business Days in meeting requests for activation of a service, while meeting the balance of requests within fifteen (15) Business Days of request, provided that the applicant is within AReS Africa's specified coverage area;

17.6. provide full reasons to the Customer where AReS Africa is not able to meet a request for activation within these time periods within seven (7) Business Days of receipt of request for same;

17.7. maintain an average of 90% fault clearance rate for all faults reported within three (3) Business Days, with the balance to be cleared within six (6) Business Days of the reporting of the fault;

17.8. respond within five (5) minutes (averaged over twelve months) to any call directed to the AReS Africa dedicated after sales consultant;

17.9. monitor its network 24 hours a day, 7 days a week, and 364/5 days a year.

18. Customers acknowledge that AReS Africa is directly dependent on network and other services provided by third parties in providing the services and meeting the standards set out above, and that AReS Africa cannot be held liable in any manner whatsoever for any failure to meet such standards where this results from the acts and/or omissions of such third parties.

Availability of Information

19. The below information can be obtained from the AReS Africa website www.aresafrica.co.za or by email request to info@aresafrica.co.za (with no charge payable), and is available for inspection at AReS Africa's offices during Business Hours:

19.1. AReS Africa's range of services/products on offer;

19.2. Tariff rates applicable to each service offered (this may be tailored to specific requirements);

19.3. Terms and conditions applicable to such services/products;

19.4. Payment terms;

19.5. Billing, billing processes and the Billing Disputes Procedure;

19.6. General Complaints Procedure, and

19.7. Relevant contact details.



Section 2

Complaints Procedure

20. This Procedure applies to all Complaints other than Billing Disputes, which are dealt with in terms of the Billing Dispute Procedure set out below.

21. The Customer is required to direct a formal Complaint to complaints@aresafrica.co.za.

22. The Complaint is required to be accompanied by the following:

- ✓ The Customer's full particulars and contact details;
- ✓ The Customer's relationship with AReS Africa, together with any customer reference numbers or details which may be applicable;
- ✓ A statement of the reasons for the Complaint, with enough detail to allow AReS Africa to assess these; and
- ✓ Any relevant evidence or documentation the Customer wishes to submit in support of the Complaint.

23. Following the ICASA Code of Conduct Regulations, AReS Africa will:

23.1. Acknowledge receipt of the Complaint within three (3) Business Days of the Complaint and allocate a reference number; and

23.2. Determine an outcome for the Complaint and communicate this to the Customer in writing within fourteen (14) Business Days of receipt of the Complaint.

Billing Disputes Procedure

24. Billing Enquiries should be directed to accounts@aresafrica.co.za.

25. The Customer expressly acknowledges and agreed that:

25.1. Any charge recorded on an invoice which is not submitted in accordance with this Billing Disputes Procedure is payable in full to AReS Africa by the due date of that invoice;

25.2. An amount that is not in dispute ("Undisputed Amount") cannot be withheld for any reason, including without limitation when that amount is on an invoice together with an amount that is in dispute ("Disputed Amount");

25.3. The Billing Disputes Procedure is only triggered when AReS Africa receives a Billing Dispute, and it is only after this that the Customer may withhold payments of the Disputed Amount only as set out in clause 17; and

25.4. Billing Enquiries, Complaints and requests for information are not considered to be Billing Disputes and do not trigger this Billing Disputes Procedure. Billing Enquiries should be directed to accounts@aresafrica.co.za.

26. Please note that AReS Africa will not entertain any Billing Dispute based on unauthorised use of the services or on unauthorised use of the services by a third party, as it is the Customer's responsibility to safeguard access to the services received by the Customer and to use such services in the manner set out in the terms and conditions applicable thereto.

Customer Acknowledgements

27. The Customer expressly agrees to allow AReS Africa to attempt settlement of any Billing Dispute within fourteen (14) Business Days before raising a dispute with any third party, credit card company or bank. AReS Africa requires and Customer expressly agrees that AReS Africa will be the first option in Billing Disputes. Should AReS Africa receive a chargeback or other reversed charge from a third party, credit card company or bank on behalf of the Customer before AReS Africa has been given a chance to resolve the Billing Dispute, then AReS Africa has the right to collect on the rendered services and any fees associated with those charges.

28. Not all Billing Disputes may be settled to the Customer's satisfaction. Once this Billing Disputes Procedure has been exhausted, a Customer may use any third party, credit card company or bank in an attempt to settle the dispute. However, AReS Africa still retains the right to collect on any rendered services or fees that are due. Should AReS Africa be unable to reverse any disputed amounts with a third party, credit card company or bank, AReS Africa will submit the full delinquent amount for collection.



Withholding the Disputed Amount

29. The Customer may only withhold payment of a Disputed Amount where AReS Africa receives a valid Billing Dispute Notice relating to such Disputed Amount at least five (5) Business Days prior to the due date recorded on the relevant invoice.

Initiating Billing Disputes

30. A Billing Dispute Notice may be lodged in the manner set out herein until the passing of thirty (30) calendar days from the date of the relevant invoice.

31. The Customer is required to direct a formal Billing Dispute Notice to complaints@aresafrica.co.za.

32. The Billing Dispute Notice is required to be accompanied by the following:

32.1. The Customer's full particulars and contact details;

32.2. The Customer's relationship with AReS Africa, together with any customer reference numbers or details which may be applicable;

32.3. Invoice number and date;

32.4. The amount in dispute ("the Disputed Amount");

32.5. The amount not in dispute ("the Undisputed Amount");

32.6. A statement of the reasons for the Billing Dispute, with enough detail to allow AReS Africa to assess these; and

32.7. Any relevant evidence or documentation the Customer wishes to submit in support of the Billing Dispute.

Response to Billing Dispute Notice

33. In terms of the ICASA Code of Conduct Regulations, AReS Africa will acknowledge receipt of the Billing Dispute Notice within three (3) Business Days and allocate a reference number.

34. AReS Africa shall provide a formal response with its determination to the Billing Dispute Notice within fourteen (14) Business Days following receipt of the Billing Dispute Notice.

35. AReS Africa may request additional information or documentation from the Customer lodging the Billing Dispute Notice, which information or documentation is reasonably required to assist AReS Africa in making a determination in the matter. The Customer shall provide such information or documentation as soon as possible, and the running of the fourteen (14) Business Day period will be suspended until such time as the requested information or documentation has been received by AReS Africa.

36. AReS Africa will assess the Billing Dispute, and send to the Customer its response (and reasons for such determination), which shall take one of the following forms:

36.1. A confirmation that the Billing Dispute is valid, and a statement indicating such adjustments as may be necessary;

36.2. A rejection of the Billing Dispute Notice on the basis that:

- The Billing Dispute Notice was not received by AReS Africa within thirty (30) calendar days of the date of the relevant invoice, as required in clause 29;
- The Billing Dispute Notice does not contain all of the information required, as set out in clause 32, or was not submitted in the required manner, as set out in clause 31;
- The Customer has not made payment of any Undisputed Amounts, and does not have the right to withhold payment of any Disputed Amounts in accordance with clause 29;
- AReS Africa has confirmation from the Customer that the Billing Dispute which is the subject of the Billing Dispute Notice has been resolved;
- The Customer is disputing any charges on the basis of unauthorised use of the services or on unauthorised use of the services by a third party; or
- AReS Africa reasonably believes that the Customer does not have a bona fide dispute in relation to Billing Dispute submitted.
- Any alternate resolution that AReS Africa deems appropriate.



Response Implications

37. If stipulated under AReS Africa's response in terms of clause 36 that the Customer must make payment of the Disputed Amount or a portion thereof, the Customer must pay the Disputed Amount or such indicated portion within five (5) Business Days of the date of the AReS Africa's response.

38. If stipulated under AReS Africa's response in terms of clause 36 that AReS Africa must withdraw the Disputed Amount or refund a fee already paid, AReS Africa must as soon as practicable:

38.1. Provide the Customer with a statement reflecting the adjustment to their account. It is intended that this adjustment will be contained on the next invoice issued to the Customer, but the parties acknowledge that this may be delayed due to timing issues with the response and AReS Africa's standard billing terms; or

38.2. Credit any Disputed Amount already paid by the Customer.

Continued Service Provision

39. AReS Africa will not disconnect a service provided to the Customer which is the subject of a Billing Dispute Notice, or take adverse collection procedures or impose late payment penalties or charges, while attempting to resolve a Billing Dispute lodged in terms of the Billing Disputes Procedure and until such time as AReS Africa has reached a determination and communicated this to the Customer, provided that Undisputed Amounts are paid timeously.

40. AReS Africa reserves the right, however, to take such measures mentioned in clause 39 immediately:

40.1. Where a determination of the Billing Dispute has been made and communicated to the Customer; or

40.2. Where the Customer has indicated that they are unable to pay the invoice or bill, or have filed or are the subject of any application to court for sequestration or liquidation, or otherwise seek to reach a formal arrangement with their creditors.

40.3. Subject only to the above, the rights and obligations of each party under the Billing Disputes Procedure continue pending resolution of a Billing Dispute invoked under this Billing Disputes Procedure. For the avoidance of doubt, this includes that AReS Africa shall continue to have the right to terminate or suspend the service in accordance with AReS Africa's rights under the agreement that the Customer has with AReS Africa.

Referral of Complaints to ICASA

41. If the Customer is not happy about the outcome of a Complaint or a Billing Dispute, the Customer has the right to escalate it to ICASA. If ICASA are not able to resolve the matter it may be referred to the ICASA Complaints and Compliance Committee for adjudication.

42. Please note that in terms of the ICASA Code of Conduct Regulations 2008, the Customer must give AReS Africa an opportunity to resolve the matter within the period specified in this Complaints Procedure before the Customer may escalate the Complaint or Billing Dispute to ICASA.

43. ICASA can be contacted in the following ways:

43.1. Telephone: 011 566 3000;

43.2. Fax: 011 444 1919; and/or

43.3. Email: consumer@icasa.org.za

Alterations

AReS Africa reserves the right to make alterations to this Code of Conduct from time to time in line with ICASA Regulations. The current Code of Conduct will be maintained on the AReS Africa website.

Miscellaneous

Any queries relating to this Code of Conduct should be sent to info@aresafrica.co.za.

This Code of Conduct forms part of the Terms and Conditions applicable to the use of AReS Africa's services and products and is incorporated therein.

