



## **Code of Conduct**

ZULULAND WIRELESS NETWORK CC is a Wireless Internet Service Provider (WISP) that subscribes to a Code of Conduct that underscores our commitment to providing the highest standard of service and support to our customers. This Code reflects our commitment to our customers to safeguard their rights and address their concerns.

### **1. CORE COMMITMENTS**

We promise to:

- 1.1 Act in a fair, reasonable and responsible manner in all dealings with customers;
- 1.2 Ensure that all our services and products meet the specifications contained in our licenses and all relevant laws and regulations;
- 1.3 Not unfairly discriminate against or between consumers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
- 1.4 Display utmost courtesy and care when dealing with consumers;
- 1.5 Provide consumers with information regarding services and pricing;
- 1.6 Where requested, to provide consumers with guidance with regards to their consumer needs;
- 1.7 Keep consumers personal information confidential; and
- 1.8 Advise consumers of their right to refer complaints to the Independent Communications Authority of South Africa (ICASA) ((currently: [consumer@ICASA.org.za](mailto:consumer@ICASA.org.za)))

### **2. CONSUMER RIGHTS**

We acknowledge that the consumer has:

- 2.1 The right to be provided with the required service without unfair discrimination;
- 2.2 The right to choose the service provider of their choice;
- 2.3 The right to receive information in their preferred language;
- 2.4 The right to access and question records and information held by the service provider;
- 2.5 The right to the protection of the consumer's personal data, including the right not to have personal data sold to third parties without the permission of the consumer;
- 2.6 The right to lodge a complaint; and
- 2.7 The right to redress.

We promise that no consumer information will be released to any third party except where:

- 2.8 Zululand Wireless Network CC has written permission from the consumer to do so;
- 2.9 Zululand Wireless Network CC is directed to do so by an order of court;

2.10 Zululand Wireless Network CC is briefing an accredited debt collection agency/attorney during the debt collection process;

2.11 Zululand Wireless Network CC is briefing its auditors for the purpose of auditing the licensee's financial affairs; or

2.12 Such release is required or permitted by an applicable law.

### 3. CREDIT CONTROL

3.1 Customers are required to sign an indefinite agreement (that is a debit order with terms and conditions) and furnish Zululand Wireless Network CC with RICA documents before the commencement of any Zululand Wireless Network CC services.

3.2 Customers may be checked for credit-worthiness.

3.3 Customers are required to pay for equipment and labour costs before any work is performed or services rendered by Zululand Wireless Network CC.

### 4. THE BILLING PROCESS

4.1 The billing process impacts on six (4) categories of consumers. The categories are:

- (i) Wireless business consumers;
- (ii) Wireless budget consumers;
- (iii) Wireless household consumers;
- (iv) Domain hosting consumers;

4.2 Business, budget, household consumers are invoiced monthly in advance on or about the 27th day of the preceding month. These invoices are payable by debit order on the last working day of every month.

4.3 Debit order runs takes place every month on the last working day, and middle of the month run on or the last working day before the 15<sup>th</sup>.

4.4 Consumers, who pay by means other than by debit order, must do so on or before the first (1st) day of each month.

4.5 This may be in the form of cash at our office, or an EFT in Zululand Wireless Network's nominated bank account.

### 5. BILLING COMPLAINTS

When the customer lodges a billing complaint, the following general principles will apply:

5.1 The consumer's service will not be disconnected while the investigation of the disputed portion of the bill is still pending;

5.2 Determination of the billing complaint will be done within 14 days and communicated to the customer;

5.3 The customer's service will not be disconnected until the customer has been notified about the results of the investigation and the final decision on the complaint.

5.4 No adverse collection proceedings, late charges or penalties will be levelled against the customer while the investigation of a disputed bill is still pending;

5.5 The consumer will not be required to pay the disputed bill in full pending the investigation of the complaint;

5.6 The consumer will be informed in advance about the time for payment and the possibility of disconnections in the case of non-payment within that period, before the consumer's services will be disconnected.

## 6. COMPLAINTS POLICY AND PROCEDURE

6.1 We aim to ensure that:

6.1.1 Making a complaint (which we regard as “a clear expression of dissatisfaction that requires a formal response”) is as easy as possible;

6.1.2 We deal with it promptly, politely and confidentially (when appropriate);

6.1.3 We learn from complaints and use them to improve our service;

6.1.4 All informal concerns are resolved informally and speedily;

6.2 The formal complaints procedure is intended to ensure that all complaints are dealt with fairly, consistently and whenever reasonably possible to the complainant’s satisfaction.

6.3 Complainant’s responsibility

6.3.1 Bring the complaint in writing to Zululand Wireless Network CC’s attention within fourteen (14) days from the issue arising;

6.3.2 Raise the complaint directly with the owner of Zululand Wireless Network CC or his appointee.

6.3.3 Explain the problem in sufficient detail;

6.3.4 Allow Zululand Wireless Network CC fourteen (7) days to deal with the matter.

6.4 Zululand Wireless Network CC’s responsibility:

6.4.1 To acknowledge receipt of the complaints in writing;

6.4.2 To respond to the complaint within fourteen (7) days;

6.4.3 To deal with the complaint;

6.4.4 To take action where appropriate.

6.5 If the complaint involved any staff member, the complaint should be addressed to the Managing Member of Zululand Wireless Network CC.

6.6 If you are not satisfied with the outcome/response to your complaint, you have the right to refer the complaint to ICASA (see further 1.8 of this Code).

## 7. DEBT COLLECTION POLICY

7.1 Zululand Wireless Network CC reserves the right to deny services to the customers who are in arrears with their accounts.

7.2 The disconnection of services may be performed when the account is one (1) day overdue.

7.3 Zululand Wireless Network CC will endeavor to contact the customer by SMS, e-mail or telephonically and inform the customer of Zululand Wireless Network CC’s intention to suspend or disconnect the customer’s services. The customer will, however, not have the right to be contacted before suspension or disconnection takes place.

7.4 Upon liquidation of the arrear amounts, the customer’s services will be reconnected.

7.5 The customer is liable for the costs of the suspension or disconnection.

7.6 Zululand Wireless Network CC may, when the a customer is thirty (30) days in arrears, commence the collection process against the customer which includes letter of demand, final demand, issue of summons and a sale in execution.

7.7 All steps in the debt collection process will be recorded.

7.8 The costs of the debt collection process, is for the customer’s account.

## 8. OPERATIONAL AND EVALUATION POLICY

- 8.1 The required equipment will be installed within 48 hours from the date that the customer has complied with all the requirements (see clause 3 of this Code).
- 8.2 The customer will be telephonically contacted with regard to the standard of workmanship used when the installation was performed.
- 8.3 Should the customer not be satisfied with the workmanship, an inspection will be done at the customer's premises within seven (7) days from the date of the telephonic conversation.
- 8.4 Should the quality of workmanship not comply with the required standards, the workmanship will be rectified at the time of the inspection.
- 8.5 Thereafter the customer will be contacted telephonically or by e-mail to determine if the customer is satisfied with the rectified workmanship.

## 9. WARRANTY EXCHANGE POLICY

- 9.1 The standard warranty period for all new equipment is twelve (12) months.
- 9.2 The standard warranty is a manufacturing warranty and expressly excludes defects caused by human (customer) error or (customer) intervention and natural weather damage, like lightning and hail.
- 9.3 The following procedure will apply:
- 9.3.1 The customer will lodge a complaint about the defective equipment;
- 9.3.2 A technician will be assigned to inspect the equipment at the customer's premises within 72 hours from the time of the complaint;
- 9.3.3 If the technician is satisfied that the equipment is defective and it is indeed a manufacturing defect, then the equipment will be replaced at the customer's premises on the date of the inspection;
- 9.3.4 If the technician is satisfied that it is not a manufacturing defect, the customer will be informed thereof. The customer will have the option to replace the equipment or not;
- 9.3.5 If the customer decides to have the equipment replaced, the customer will receive a quotation for the replacement of the equipment. The customer will have to pay for the replacement of the equipment;
- 9.3.6 If the customer disagrees with the technician's decision, Zululand Wireless Network CC will replace the equipment with temporary equipment. The alleged defective equipment will be removed and delivered to the supplier thereof for a pronouncement on the cause of the defect within thirty (30) days from the date of the complaint;
- 9.3.7 If the supplier is satisfied that it is a manufacturing defect, the temporary equipment becomes the customer's replacement equipment;
- 9.3.8 If the supplier is satisfied that it is not a manufacturing defect, the customer will receive a quotation from Zululand Wireless Network CC for the replacement of the equipment. The customer will have 72 hours within which to accept or reject the quotation. Zululand Wireless Network CC will remove the replacement equipment within 24 hours from being informed of the rejection of the quotation or upon lapsing of the quotation, whichever happens first.

**ZULULAND WIRELESS NETWORK CC**  
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## 10. CONTACT US

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**MEMBERS**  
**HJ BOOYSEN**