

# **COMPLAINTS AND COMPLIANCE COMMITTEE<sup>1</sup>**

**DATE OF HEARING: 24 JUNE 2015**

**CASE NO: 86/2015**

**IN THE MATTER OF:**

**SYBAWEB INTERNET AND NETWORK (PTY) LTD**

**PANEL:**

**PROF JCW VAN ROOYEN SC**

**CLR. NOMVUYISO BATYI**

**MR. JACOB MEDUPE**

**PROF. KASTURI MOODALIYAR**

**MS. MAPATO RAMOKGOPA**

**In Attendance: Mr Lwazi Myeza from the Office of the Coordinator of the CCC.**

**For The Respondent: Mr C Andreas Nel, Chief Executive Officer, Sybaweb Internet and Network (Pty) Ltd**

**Coordinator: Ms Lindisa Mabulu**

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<sup>1</sup> The Complaints and Compliance Committee (“CCC”) is an Independent Administrative Tribunal set up in terms of the Independent Communications Authority Act 13 of 2000. Its constitutionality as an independent Administrative Tribunal has been confirmed by the Constitutional Court. It, inter alia, decides disputes referred to it in terms of the Electronic Communications Act 2005. Such judgments are referred to Council for noting and are, on application, subject to review by a Court of Law. The Tribunal also decides whether complaints (or internal references from the Consumer and Compliance Department or Inspectors at ICASA) which it receives against licensees in terms of the Electronic Communications Act 2005 or the Postal Services Act 1998 (where registered postal services are included) are justified. Where a complaint or reference is dismissed the matter is final and only subject to review by a Court of Law. Where a complaint or reference concerning non-compliance is upheld, the matter is referred to the Council of ICASA with a recommendation as to sanction against the licensee. Council then considers a sanction in the light of the recommendation by the CCC. Once Council has decided, the final judgment is issued by the Complaints and Compliance Committee’s Coordinator. A licensee, which is affected by the sanction imposed, has a right to be afforded reasons for the Council’s imposition of a sanction. In the normal course, where Council is satisfied with the reasons put forward to it by the Complaints and Compliance Committee as to sanction, further reasons are not issued. The final judgment is, on application, subject to review by a Court of Law.

## **JUDGMENT**

**PROF JCW VAN ROOYEN SC**

### **INTRODUCTION**

[1] The Consumer and Compliance Department of ICASA, which has a delegated monitoring function in terms of the ICASA Act 13 of 2000, as amended, referred two matters concerning Sybaweb, a licensee in terms of the said Act and the Electronic Communications Act 2005 to the Complaints and Compliance Committee (“CCC”). Based on the allegations of non-compliance, I referred the matter to the CCC for a decision.

### **ISSUES**

[2] The allegations were that the financial year statements for 2011-2012 and 2013-2014 were not submitted. There were also allegations that the prescribed annual contributions to the Universal Service and Access Fund were not paid during these two years.

### **APPLICABLE LAW**

[3] Section 89 of the ECA provides as follows:

**“89. (1)** Subject to subsection (3), every holder of a licence granted or considered to have been granted in terms of Chapter 3 must pay, in addition to any other fees contemplated in this Act or the related legislation, the prescribed annual contributions of the licensee’s licensed activity to the Universal Service and Access Fund.

(2) The Authority must prescribe—

(a) the basis and manner of determination of such contributions, which must not exceed 1 per cent of the licensee's annual turnover or such other percentage of the licensee's annual turnover as may be determined by the Minister after consultation with the affected parties, by notice in the *Gazette*; and

(b) the dates when such contributions become payable and the manner in which they may be paid.

(c).....”

The USAF Regulations 2011 inter alia provide as follows in Regulation 3:

**“3. Contributions to the universal service and access fund**

(1)Every holder of a licence granted in terms of Chapters 3, 4 and/or 9 or converted in terms of Chapter 15 of the Act, must pay an annual contribution of 0.2% of its Annual Turnover to the Fund.”<sup>2</sup>

[4] In so far as Regulations concerning Annual Financial Statements are concerned, the latest Regulations became operational on 12 September 2011. Regulation 8 of the Individual Electronic Communications Network Regulations 2010 and, similarly, Regulation 8 of the Individual Electronic Communications Network Services Licences 2010 grant the right to ICASA to, inter alia, require a licensee to provide information so as to enable it to allow for the assessment and allocation of applicable fees and related requirements in terms of the Act and related legislation. The filing of Annual Financial Statements would fall in this category.<sup>3</sup>

**ADDRESSING THE ISSUES**

[5] The Chief Executive of Sybaweb, Mr Andreas Nel, denied that there had been a contravention and addressed the CCC. He conceded at the hearing that the 2013-14 financial statement was a little more problematic than the 2012-13 statement, since Sybaweb was converting from a close corporation to a private company. That had led to delays which were related to the process.

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<sup>2</sup> See the Addendum to this Judgment.

<sup>3</sup> See the Addendum to this Judgment.

However, when a mistake as to having filed the wrong financial statement emerged, it was immediately rectified. All payments were, however, in accord with the annual financial statements. Mr Nel further argued that he had agreed with the Compliance Department that there were, in fact, no outstanding issues.

[6] Mr Nel further submitted that the 2012/2013 Financial Statements and payments were submitted on 13 December 2013, within the required six-month period. There was, accordingly, no contravention in this regard. The 2012/2013 calculations were formulated on pro forma financials and paid on 4 June 2012. It, however, appeared that Sybaweb had inadvertently attached and sent the previous year's financial statements with these calculations, and this administrative error was discovered in December 2014. At this point Sybaweb immediately rectified this inadvertent error by providing the correct financials. As far as the fees submitted on 4 June 2012 are concerned, the fee amount was indeed correct as it was based on the 2012/2013 Financial Statements and consequently there was no error in payment. Mr Nel also argued that Sybaweb had complied fully with section 89 (1) and (2) of the ECA in so far as Sybaweb had correctly declared and made timeous payment to the Authority on both occasions raised in this matter. Mr Nel, accordingly, submitted that Sybaweb had not contravened any regulation and that it had also acted in conformity with section 89 of the ECA by having paid the correct amounts into the Universal Service and Access Fund.

## **EVALUATION**

[7] The explanation given by Mr Nel is satisfactory. It was clear that there was no problem with the 2012-2013 financials and that, in so far as the 2011-2012 financials were concerned, the error had been a *bona fide* error which was

rectified as soon as the error was found. We are satisfied that there was substantial compliance with the applicable legislation. That “substantial compliance” in effect amounts to “compliance” is borne out by several judgments of our Courts. Compare *Ferris v FirstRand Bank Ltd* 2014 (3) SA 39 (CC) at para. [21] where Acting Chief Justice Moseneke stated as follows:

“While our law recognises that substantial compliance with statutory requirements may be sufficient in certain circumstances, Mr and Mrs Ferris have not given compelling reasons why a substantial-compliance standard would be useful or appropriate in determining compliance with a debt-restructuring order. On the contrary, there is no indication in the wording of the Act or the debt-restructuring order that anything less than actual compliance is required. Further, it was raised for the first time at the hearing before this court, and this court has held that it should be wary of deciding issues raised for the first time on appeal. Finally, even if substantial compliance were appropriate in this case, I am not convinced that Mr and Mrs Ferris had substantially complied by the time summons was issued — at that stage they had only paid R1000 of the almost R9000 owing under the order.”

## **FINDING**

[8] The error as described above as to the 2011-2012 financials was *bona fide* and was rectified as soon as the error was found. In so far as the 2012-2013 financials were concerned, there had been no omission and they were filed timeously.

[9] In the result, the finding is that there has been no contravention of the applicable legislation.

[10] This judgment is sent to Council for *noting* after which it may be released by the Coordinator of the CCC.



Prof JCW van Rooyen SC

10 July 2015

Chairman

Councillor Nomvuyiso Batyi, Mr Jacob Medupe, Prof Kasturi Moodaliyar and Ms Mapato Ramokgopa agreed with the judgment of the Chairperson.

**SEE ADDENDUM**

## **ADDENDUM: RELEVANT REGULATIONS (as at 30 June 2015 )**

### **USAF REGULATIONS 2011**

**Applicable from 10 February 2011 ( Regulations published in Government Notice 1270 of Government Gazette No. 31499 dated 10 October 2008 repealed)**

#### **1. Definitions**

In these regulations, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the Act has the meaning so assigned.

**“Act”** means the Electronic Communications Act, 2005 (Act No. 36 of 2005, as amended)

**“Agency fees”** means the percentage of fixed fees due to the agent;

**“Annual Turnover”** means total revenue generated from Licensed Activity per annum less service provider discounts, agency fees, interconnection and facilities leasing charges, government grants and subsidies;

**“Applicable Interest Rate”** means the uniform interest rate set by the Minister of Finance in terms of section 80(1)(b) of the Public Finance Management Act 1 of 1999;

**“BS Licensee”** means broadcasting service licensee;

**“ECNS Licensee”** means Electronic Communications Network Service Licensee;

**“ECS Licensee”** means Electronic Communications Service Licensee;

**“Fund”** means the Universal Service and Access Fund established in terms of section 87(1) of the Act;

**“Licensed Services”** means ECS, ECNS and BS provided pursuant to a licence issued to a Licensee in terms of Chapters 3, 4 and 9 of the Act.

**“the MDDA”** means the Agency established in terms of the Media Development and Diversity Agency Act No. 14 of 2002;

**“Service provider discounts”** means financial incentives offered to service providers by licensees for the purpose of subscriber base improvement;

**“USAF Contribution”** means the payment due to the Fund in terms of these regulations.

#### **2. Object of the regulations**

(1) These regulations seek to:

- (a) prescribe the annual contributions to be paid to the Universal Service and Access Fund (“the Fund”) by persons issued with licences in terms of chapters 3 and 9 of the Act;
- (b) specify the date when such contributions to the Fund become payable and the manner in which they must be paid.

**3. Contributions to the universal service and access fund**

(1) Every holder of a licence granted in terms of Chapters 3, 4 and/or 9 or converted in terms of Chapter 15 of the Act, must pay an annual contribution of 0.2% of its Annual Turnover to the Fund.

(2) A BS licensee who has paid an annual contribution to the MDDA must set off that contribution against its USAF Contribution, provided that the MDDA contribution and the USAF contribution against which it is set off are for the same financial year.

**4. Payment of contributions**

(1) Where a legal entity holds any combination of a BS Licence, ECS Licence and/or ECNS Licence, such entity may calculate the USAF contribution based on the Annual Turnover from aggregated revenue generated from the combined licences.

(2) Payments in respect of contributions to the Fund:

- (a) are due annually based on the licensee’s financial year;
- (b) are payable within 6 months from the end of the licensee’s financial year; and
- (c) May only be paid by way of an electronic transfer or via a direct deposit into the Authority’s bank account, and
- (d) must be based on the:
  - (i) Audited annual financial statement of the licensee; or
  - (ii) Financial statements signed and sworn to by the accounting officer of the licensee where the licensee is not legally obliged to provide audited financial statements.

**5. Interest**

Interest on all late payments in respect of contributions to the Fund is payable at the Applicable Interest Rate and in accordance with the manner prescribed in regulation 4 where payment is overdue.

**6. Amendment or repeal**

Government Notice 1270 of Government Gazette No. 31499 dated 10 October 2008 is hereby repealed.

**7. Contraventions and penalties**



- (1) Upon a determination of non-compliance by the Complaints and Compliance Committee in terms of the ICASA Act, the Authority may impose a fine not exceeding:
  - (a) One Hundred Thousand Rands (R100, 000. 00) for contravention of regulations 3, 4(2) and 5.
  - (b) Fifty Thousand Rands (R50, 000. 00) for contravention of all the regulations not specified in regulation 7(1)(a), and
  - (c) Additional One Hundred Thousand Rands (R100, 000. 00) for repeated contravention of the regulations.

**8. Short title and commencement**

- (1) These regulations will be effective from the date of publication in the Government Gazette.
- (2) These regulations will be called the USAF Regulations, 2011.

**INDIVIDUAL ELECTRONIC COMMUNICATIONS SERVICES LICENCES  
(Commencement: 12 September 2011)**

**1. Definitions**

In these regulations terms used have the same meaning as in the Electronic Communications Act, (No. 36 of 2005) unless otherwise defined in these regulations:

“**Act**” means the Electronic Communications Act, 2005 (Act No. 36 of 2005) as amended;

“**ECN**” means an Electronic Communications Network;

“**ECNS**” means an Electronic Communications Network Service;

“**ECS**” means and Electronic Communications Service;

“**Effective date**” means the date on which the Licence is issued;

“**Licence**” means the individual ECS Licence issued to the Licensee in the form contained in Annexure C of these regulations;

“**Licensee**” means the person named in Licence and issued with a licence  
to provide services in terms of Chapter 3 of the Act.

“**PECN**” means a private electronic communications network; and

“**Schedule**” means the schedule to the Licence containing the specific terms and conditions which the Authority has imposed upon the Licensee in terms of section 9(7) of the Act and the related legislation.

**2. Notification of licensee details and information**

(1) A Licensee must submit written notice to the Authority within seven (7) days of the occurrence of the following changes in its licence:

- (a) the name of the Licensee;
- (b) contact details;
- (c) shareholder; and
- (d) Notices and addresses

(2) Any change or transfers of shares undertaken in terms of 2(1)(c) above must comply with all licence terms and conditions and the Act.

### **3. Licence area**

The licence area for operations under this Licence is the Republic or any part thereof.

### **4. Duration of the licence**

The Licence is valid for fifteen (20) years from the effective date.

### **5. Commencement and operation of service**

(1) A Licensee must commence operation of the ECS specified in the Licence within six (6) months from the effective date, unless the Authority grants, on good cause shown, an extended commencement period on written application, prior to the expiry of the six (6) months.

(2) Where a Licensee cannot provide the licensed service due to circumstances beyond its control, for a continuous period of twelve (12) hours or longer, a Licensee must notify the Authority in writing of such circumstances within twenty four (24) hours of the occurrence thereof.

### **6. Services to be provided by the licensee**

A Licensee must provide ECS by means of an ECN operated by ECNS Licensee or a licence-exempt PECN operator.

### **7. Safety measures**

A Licensee must, in respect of all apparatus, equipment and installations that it owns, leases or uses, take such safety measures as may be prescribed and in any event such reasonable and necessary safety measures to safeguard life or property, and to limit exposure to electromagnetic emission, radiation and related risks.

### **8. Provision of information**

(1) The Authority may, in the course of carrying out its obligations under the Act, require a Licensee to provide information, so as to enable it to:

- (a) monitor and enforce consumer protection, quality of service, competition, compliance with licence conditions and other requirements of the Act and related legislation;
  - (b) allow for the assessment and allocation of applicable fees and related requirements;
  - (c) facilitate the efficient use of scarce resources; and
  - (d) collect and compile information to be used for the purposes of sectoral analysis, planning, reporting and conducting inquiries.
- (2) In respect of each information request referred to in sub-clause (1), except where otherwise addressed in applicable regulations, the Authority will provide, among other things, detailed specifications of its information request, applicable response times and a contact person to whom queries may be addressed.
- (3) The licensee must provide the information in accordance with such format as may be prescribed by the Authority.

## **9. Publication of tariffs and fees**

- (1) A Licensee may not provide any service for a charge, fee or other compensation, unless the price(s) for the service and other terms and conditions of the provision of such service:
- (a) have been made known to the end-user by:
    - (i) making such prices and terms and conditions available for inspection at its offices during business hours; and
    - (ii) providing such details to anyone who requests same at no charge;
  - (b) have been filed with the Authority at least seven(7) days prior to the provision of the said service. In making such a filing, a Licensee must utilise a format approved by the Authority in writing.
- (2) A Licensee must submit to the Authority, on a bi-annual basis, a record of the actual services provided and the actual tariffs charged therefore during the previous six months.

## **10. Metering and billing arrangements**

- (1) A Licensee shall install and operate metering and billing systems which accurately record the extent of the service(s) provided to any end-user.

(2) A Licensee must provide an accurate invoice with a detailed statement of services rendered to any end-user at no charge.

(3) The invoice must include information for the entire period covered by such invoice as follows:

- (a) details of services rendered to the end-user;
- (b) breakdown of charges associated with services, and
- (c) such other relevant information associated with the end-user's account.

(4) Upon request by an end-user, the Licensee must provide an itemised bill, which contains a sufficient level of detail to allow verification of charges incurred in using the services provided by the licensee.

(a) Each detailed itemised bill shall contain at least the following information in relation to each individual transaction (voice or data call) charge incurred by the subscriber during the relevant billing period:

- (1) destination,
- (2) dialled number,
- (3) date,
- (4) time,
- (5) duration, and
- (6) charge for each individual transaction.

(b) The detailed itemised bill must be provided:

- (i) via post or in an electronic format;
- (ii) at such a price that takes into account the difference in the mode of delivery.

## **11. Specific terms and conditions**

The Authority may impose additional terms and conditions upon the Licensee in terms of section 9(7) of the Act and the ICASA Act. These specific terms and conditions will be contained in the Schedule.

## **12. Contravention and fines**

(1) Upon a determination of non-compliance by the Complaint and Compliance Committee in terms of the ICASA Act, the Authority may impose a fine not exceeding:

- (a) One Million Rands (R1 000 000) for contravention of regulations 2, 4, 5, 7, 8(2), 9 and 10;
- (b) One Hundred Thousand Rands (R100 000) for contravention of any regulation not specified in regulation 12(1)(a), and
- (c) One Hundred Thousand Rands (R100 000) for repeated contravention of the regulations.

### **13. Notices and addresses**

- (1) Any notice or certification given by the Authority or the Licensee shall be in writing and:
  - (a) if delivered by hand to the recipient's address, it shall be deemed, until the contrary is proven, that it has been received at the time of delivery;
  - (b) if posted by pre-paid registered post from an address within the Republic of South Africa, it shall be deemed, until the contrary is proven, to have been received on the 14th day after the date of posting; or
  - (c) if sent by facsimile transmission during normal business hours, proof of successful transmission shall be deemed to be proof of receipt, unless the contrary is proven.
- (2) A Licensee shall provide the Authority with an address where it will accept formal service of letters, documents and legal process in this regard as well as a fax and telephone number on which it can be contacted as set out in the Licence.

### **14. Short title and commencement**

These regulations are called the Standard Terms and Conditions for Individual Electronic Communication Services 2010, and will come into operation by notice in the gazette.

### **15. Repeal of regulations**

These regulations repeal Government Gazette No. 30530 containing the Standard Terms and Conditions for Individual licences published in Notice 1138 of 30 November 2007 in its entirety.

## **INDIVIDUAL ELECTRONIC COMMUNICATIONS *NETWORK* SERVICES LICENCES 2011 (Commencement: 12 September 2011)**

## **1. Definition**

In these regulations terms used have the same meaning as in the Electronic Communications Act. (No. 36 of 2005) unless otherwise defined in these regulations:

**“Act”** means the Electronic Communications Act, 2005 (Act No. 36 of 2005) as amended;

**“ECN”** means an Electronic Communications Network;

**“ECNS”** means an Electronic Communications Network Service;

**“Effective date”** means the date on which the Licence is issued;

**“Licence”** means the individual ECNS Licence issued to the Licensee in the form contained in Annexure B of these regulations;

**“Licensee”** means the person named in Licence and issued with a licence to provide services in terms of Chapter 3 of the Act;

**“Schedule”** means the schedule to the Licence containing the specific terms and conditions which the Authority has imposed upon the Licensee in terms of section 9(7) of the Act and the related legislation.

## **2. Notification of licensee details and information**

(1) A Licensee must submit written notice to the Authority within seven (7) days of the occurrence of the following changes in its licence:

- (a) the name of the Licensee;
- (b) contact details;
- (c) shareholding; and
- (d) Notices and addresses.

(2) Any change or transfers of shares undertaken in terms of 2(1)(c) above must comply with all licence terms and conditions and the Act.

## **3. Licence area**

The licence area is as defined in the Licence issued to a Licensee.

## **4. Duration of the licence**

The Licence is valid for twenty (20) years from the effective date.

## **5. Commencement and operation of service**

(1) A Licensee must commence operation of the ECNS specified in the Licence within twelve (12) months from the effective date, unless the Authority grants, on good cause shown, an extended commencement period on written application, prior to the expiry of the twelve (12) months.

- (2) Where a Licensee cannot provide the licensed service due to circumstances beyond its control, for a continuous period of twelve (12) hours or longer, a Licensee must notify the Authority in writing of such circumstances within twenty four (24) hours of the occurrence thereof.

**6. Services to be provided by the licensee**

A Licensee must construct, operate and maintain an ECN as well as provide ECNS in the licence area.

**7. Safety measures**

A Licensee must, in respect of all apparatus, equipment and installations that it owns, leases or uses, take such safety measures as may be prescribed and in any event such reasonable and necessary safety measures to safeguard life or property, and to limit exposure to electromagnetic emission, radiation and related risks.

**8. Provision of information**

- (1) The Authority may, in the course of carrying out its obligations under the Act, require a Licensee to provide information, so as to enable it to:
  - (a) monitor and enforce consumer protection, quality of service, competition, compliance with licence conditions and other requirements of the Act and related legislation;
  - (b) allow for the assessment and allocation of applicable fees and related requirements;
  - (c) facilitate the efficient use of scarce resources; and
  - (d) collect and compile information to be used for the purposes of sectoral analysis, planning, reporting and conducting inquiries
- (2) In respect of each information request referred to in sub-clause (1), except where otherwise addressed in applicable regulations, the Authority will provide, among other things, detailed specifications of its information request, applicable response times and identify a contact person to whom queries may be addressed.
- (3) The licensee must provide the information in accordance with such format as may be prescribed by the Authority.

**9. Publication of tariffs and fees**

A Licensee must submit to the Authority, on a bi-annual basis, a record of the actual services provided and the actual tariffs charged thereof during the previous six months.

**10. Metering and billing arrangements**

- (1) A Licensee shall install and operate metering and billing systems which accurately record the extent of the service(s) provided to any end-user.
- (2) A Licensee must provide an accurate invoice with a detailed statement of services rendered to any end-user at no charge.

- (3) The invoice must include information for the entire period covered by such invoice as follows:
  - (a) details of services rendered to the end-user;
  - (b) breakdown of charges associated with services, and
  - (c) such other relevant information associated with the end-user's account.
  
- (4) Upon request by an end-user, the Licensee must provide an itemised bill, which contains a sufficient level of detail to allow verification of charges incurred in using the services provided by the licensee.
  - (a) Each detailed itemised bill shall contain at least the following information in relation to each individual transaction (voice or data call) charge incurred by the subscriber during the relevant billing period:
    - (1) destination,
    - (2) dialled number,
    - (3) date,
    - (4) time,
    - (5) duration, and
    - (6) charge for each individual transaction.
  
  - (b) The detailed itemised bill must be provided:
    - (i) via post or in an electronic format; and
    - (ii) at such a price that takes into account the difference in the mode of delivery

**11. Specific terms and conditions**

The Authority may impose additional terms and conditions upon the Licensee in terms of section 9(7) of the Act and the ICASA Act. These specific terms and conditions will be contained in the Schedule and may include but are not limited to:

- (a) Licence area;
- (b) ownership and control structures of the Licensee;
- (c) requirements for ownership and control by persons from historically disadvantaged groups in respect of the Licensee, in addition to any prescribed by the Authority;
- (d) human resources training and skills development undertaken by the licensee;
- (e) service requirements and quality standards; and
- (f) universal service and access obligations, including without limitation, detailed roll-out obligations and incentives for the provision of ECNS in rural and under-served areas, imposed by the Authority in addition to the payment of the prescribed contribution to the Universal Service and Access Fund.

**12. Contravention and fines**

Upon a determination of non-compliance by the Complaint and Compliance Committee in terms of the ICASA Act, the Authority may impose a fine not exceeding:

- (a) One Million Rands (R1 000 000) for contravention of regulations 2, 3, 4, 5, 7, 8(2), 8(3), 9 and 10.



- (b) One Hundred Thousand Rands (R100 000) for contravention of any regulations not specified in regulation 12(1)(a); and
- (c) Additional One Hundred Thousand Rands (R100 000) for repeated contraventions of these regulations.

**13. Notices and addresses**

- (1) Any notice or certification given by the Authority or the Licensee shall be in writing and:
  - (a) if delivered by hand to the recipient's address, it shall be deemed, until the contrary is proven, that it has been received at the time of delivery;
  - (b) if posted by pre-paid registered post from an address within the Republic of South Africa, it shall be deemed, until the contrary is proven, to have been received on the 14th day after the date of posting; or
  - (c) if sent by facsimile transmission during normal business hours, proof of successful transmission shall be deemed to be proof of receipt, unless the contrary is proven.
- (2) A Licensee shall provide the Authority with an address where it will accept formal service of letters, documents and legal process in this regard as well as fax and telephone numbers on which it can be contacted as set out in the Licence.

**14. Short title and commencement**

These regulations are called the Standard Terms and Conditions for Individual Electronic Communications Network Service 2010, and will come into operation by notice in the gazette.

**15. Repeal of regulations**

These regulations repeal Government Gazette No. 30530 containing the Standard Terms and Conditions for Individual licences published in Notice 1138 of 30 November 2007 in its entirety.