



**SERVICE AND APPLICATION  
LICENCE**

**GRANTED BY**

**BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY**

**TO**

**[Name of Licensee]**

**UNDER  
COMMUNICATIONS REGULATORY AUTHORITY ACT (No. 19 of 2012)**

**Dated ..... 2015**

**BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY**

**NOTICE OF GRANT OF LICENCE UNDER COMMUNICATIONS REGULATORY AUTHORITY ACT  
(No. 19 of 2012)**

Licence No. SAP2015/000

[Name of Licensee]  
(the "Licensee")

is hereby licensed under Communications Regulatory Authority Act (No. 19 of 2012) for the provision of electronic communications in Botswana in Botswana, with the Licensee's registered offices situated at [plot, street, city], **Botswana**, for a period of 15 (Fifteen) years subject to the Terms and Conditions which more fully appear in Annexure 1 attached hereto.

**ADDITIONAL CONDITIONS**

- (a) This Licence replaces any and all previous Licences issued by the Authority under the Act; and
- (b) The Licensee shall at all times display this Licence Notice in a conspicuous place at the Licensee's registered offices.

Given under my hand and seal in GABORONE this .....day of ..... 2015.

[Seal of AUTHORITY]

**T. G. PHEKO  
CHIEF EXECUTIVE**

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# BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

## SERVICE AND APPLICATION OPERATOR LICENCE:

### TERMS AND CONDITIONS

Imposed on the Licensee under Communications Regulatory Authority Act (No. 19 of 2012)

#### Part 1: Definitions

- 1.1. All words and expressions used in this Licence which are defined in the Act shall have the same meanings as are ascribed to them under the Act.
- 1.2. For the purposes of this Licence, and unless the context otherwise requires:
  - 1.2.1. **“Act”** means the Communications Regulatory Authority Act (No. 19 of 2012)
  - 1.2.2. **“Associated Company”** means any company that is a subsidiary or a holding company of the Licensee, or a subsidiary of a holding company of the Licensee;
  - 1.2.3. **“Botswana Communications Regulatory Authority”** means a body corporate established under Section 3 of the Act (hereinafter referred to as “the Authority”);
  - 1.2.4. **“Call”** means any communication for transmission by means of the network facility which is intended to impart a discrete communication, message or instruction of any kind to or from a User;
  - 1.2.5. **“Clause”** means a Clause of this Licence as contained in this Annexure;
  - 1.2.6. **“Customer”** means any person, except any Other Operator, who has entered into an agreement with the Licensee, or any Service Provider of the Licensee, for the provision of any of the Services and Applications and Content.
  - 1.2.7. **“Emergency Service”** means the service provided by the Licensee alone or in conjunction with any other operator by means of which emergency calls are made free of charge from users of the network to national, regional or local emergency organisations which shall include the police, fire brigade and ambulance services.;
  - 1.2.8. **“Force Majeure”** means any supervening law or regulation in Botswana, act of God, accident, natural phenomenon, fire, explosion, or incident involving exposure or potential exposure to toxic or radioactive materials disaster, act of war or insurrection or other event which is beyond the control of the Licensee and is not attributable to any fault on the part of the Licensee;
  - 1.2.9. **“Interconnection”** means direct or indirect physical or logical linking of networks for the purpose of enabling a User of one such network to communicate with a User of the other network or to make use of services available on the other network or services and applications;
  - 1.2.10. **“Interconnection Agreement”** means an agreement concluded between the Licensee and any Other Operator recording the commercial, technical and financial arrangements made between them in respect of the Interconnection of their respective networks or services and applications;
  - 1.2.11. **“Licence”** means authorization to provide electronic communication services.
  - 1.2.12. **“Licence Date”** means the date of issue of this Licence;

- 1.2.13 **“Licence Notice”** means the notice of grant of license issued to the Licensee.
- 1.2.14 **“Licence Period”** means the period prescribed in Clause 3.1 and shall, where the context admits, include any extension awarded under Clause 3.2;
- 1.2.15 **“Licensing Framework”** means the ICT Regulatory Framework of 2015 and its subsequent amendments.
- 1.2.16 **“Network Facility”** means a physical infrastructure principally used for carrying Services and Applications and Content services. The infrastructure may include but is not limited to fixed links, radio communication transmitters, satellites and satellite stations, submarine cable, fibre/copper cable, towers, switches, base stations. International Network Facility shall be connected to national or regional network to facilitate seamless connectivity and conveyance of Services and Applications and Content.
- 1.2.17 **“Net Operating Revenue”** means the total amounts invoiced to Users and all sums otherwise receivable by the Licensee or its Service Providers in respect of the provision of Licensed Services and Applications after deduction of any applicable sales or other indirect taxes, any amounts payable to Other Operators for services rendered, any amounts in relation to the sale or lease entered into, provided that due regard shall be made for any duplications in the calculation of the amounts;
- 1.2.18 **“Network Termination Point”** means (i) the apparatus installed in a User’s premises at which the network ends at which the User is provided with access to the network and may attach Terminal Equipment in accordance with the conditions of this Licence or (ii) in the case of a Mobile Cellular System or other wireless-based system, the air interface specifying the radio path between the radio equipment operated by the Licensee and a User’s handset;
- 1.2.19 **“Number”** means a code, number or address allocated to be used by the Licensee to route telecommunications services to a pre-determined Network Termination Point of the network that is identified by that code, number or address;
- 1.2.20 **“Numbering Plan”** means the plan issued from time to time by the Authority for the allocation and use of Numbers in Botswana;
- 1.2.21 **“Number Portability”** means a service enabling a User of telecommunications services, whether or not IP-based, to retain his existing Number without impairment of quality, reliability or convenience when switching from one telecommunications service provider or IP service provider to another, in accordance with any regulations or any guidelines issued under the Act;
- 1.2.22 **“Other Operator”** means any other person licensed to operate network facilities and/or to provide services and applications and content which is available for use by the public in terms of the Act.
- 1.2.23 **“Quality of Service Standards”** means the quality of service standards as maybe prescribed by the Authority in relation to licensed services.
- 1.2.24 **“Radio Licence”** means a licence issued by the Authority to the Licensee under which the Licensee is assigned and authorised to use particular bands of radio frequency spectrum under Section 45 of the Act;
- 1.2.25 **“Reference Interconnection Offer”** means a standard template of terms and conditions which the licensee has to comply with in order to interconnect with the systems of another operator.
- 1.2.26 **“Regulations”** means any regulations issued by the Minister under Section 94 of the Act;
- 1.2.27 **“Service and Application”** means non-infrastructure based forms of services and applications provided to end users using infrastructure of the Network Facilities Provider. The services and applications may be based on

speech, sound, data, text and images and they deliver a particular function to the end user. For avoidance of doubt, services and applications shall include electronic communications as defined in the Act.

- 1.2.28 **“Service Level Agreement”** means an agreement entered between the licensee and the customer defining the nature of the services to be provided and establishing a set of parameters to be used in the agreed service level
- 1.2.29 **“Service Provider”** means any person appointed by the Licensee to sell or resell Licensed Services or terminal equipment to Users;
- 1.2.30 **“Universal Access and Service levy”** means a levy imposed on identified operators for the purpose of funding universal access in the communications sector.
- 1.2.31 **“Universal Access and Service Policy”** means national policy on universal access and service in the telecommunications sector, particularly in the Underserved Regions, as promulgated by the Government of Botswana from time to time;
- 1.2.32 **“Universal Service Fund”** means the fund established as per the Act for the purpose of funding universal access.

## **Part 2: Scope of License, Licence Period and Fees**

### **2. Scope of Licence**

- 2.1 The licensee shall provide Services and Applications in Botswana as contained in Schedule 1.
- 2.2 Where the licensee wishes to introduce a new Services and Applications or make changes to the existing Services and Applications, the licensee shall provide the Authority with such information as may be required by the Authority within a specified period.

### **3. Licence Period**

- 3.1. The Licence shall be valid for a period of 15 (fifteen) years, from the Licence Date, unless replaced or revoked by the Authority.
- 3.2. This Licence may be renewed upon expiry of the fifteen year Licence period, provided that the Licensee shall apply for such renewal not more than 12 months but not less than 6 months prior to the date of expiry. The Authority shall grant or reject the Licensee’s application for renewal within 3 (three) months of receiving such application.

### **4. Fees**

- 4.1. The licence fees shall depend on the Scope of the Licence. During the Licence Period, the Licensee shall pay:
- 4.1.1. an annual fee for the provision of Services and Applications of P178,200.00 (One Hundred and Seventy Eight Thousand Two Hundred Pula) [insert appropriate fee if it is VAN]; and
- 4.1.2. a revenue related fee equal to 3% (three per centum) of annual Net Operating Revenue quarterly in arrears.

- 4.2. The amounts due under Clauses 4.1.1 shall be paid on the 1<sup>st</sup> of April of each year and shall be increased each subsequent year in accordance with any increase in the consumer price index as published by the relevant governmental Authority over the previous twelve months.
  - 4.3. Calculation of Net Operating Revenue shall be made in accordance with a format prescribed by the Authority and shall be verified and certified annually by an independent audit firm of international standing engaged and remunerated by the Licensee, subject to independent verification by the Authority or any expert appointed by the Authority. Any final settlement to be made due to underpayment or overpayment revealed as a result of the verification process shall be made within 30 (thirty) days of issue of the auditor's certificate or of completion of the independent verification.
  - 4.4. In addition to the fees provided for above, the Licensee shall pay, where applicable :
    - 4.4.1. fees due under Radio Licences issued to the Licensee in accordance with the Authority's standard tariff from time to time; and
  - 4.5. The fees paid in terms of this Licence shall attract Value Added Tax (VAT), which shall be paid by the Licensee.
  - 4.6. The fees are non-refundable and the Authority reserves the right to revise them from time to time.
  - 4.7. In the event of a default by the licensee in payment of any fee, the licensee shall pay interest on the overdue sum calculated on a daily basis from the date of invoicing. The interest shall be the prevailing prime rate.
- 5. Universal Access and Service Levy**

- 5.1 The Licensee shall pay amounts prescribed by the Authority as Universal Access and Service Levy.

### **Part 3: Primary Obligations**

#### **6. Obligation to Provide Services and Applications**

- 6.1. The Licensee shall provide Services and Applications within Botswana and shall offer such to any person who in the Authority's view reasonably demands these services in any place within Botswana.

#### **7. Rollout Obligations**

- 7.1. The Licensee shall rollout its services and applications as committed to under its application and described in Schedule 1. Failure to fulfill the rollout obligations shall attract administrative penalties as may be determined by the Authority.
- 7.2. In addition to rollout obligations in Paragraph 7.1, the Licensee shall be required to submit annually to the Authority of the updated roll-out plans on the provision of Services and Applications and that, such updated roll-out shall be subject to inspection and approval by the Authority.

#### **8. Public Service Obligations**

- 8.1. The Licensee shall provide its Services and Applications for purposes of use for Emergency Services giving priority to the support activities required to overcome the emergency.

- 8.2. The Licensee shall comply with the National Emergency Service Co-ordination Programme.
- 8.3. The Authority may exempt the Licensee from any of the Public Service Obligations.

## **9. Service Obligations for People with Disabilities**

- 9.1. The Licensee shall consult with the Authority from time to time about the arrangements relating to:
  - 9.1.1. the supply of, and the provision and maintenance of services in respect of, apparatus designed or adapted to meet the reasonable demands of people with disability, including apparatus with amplification facilities; and

## **10. Subscriber Registration**

- 10.1 The Licensee shall maintain a register of its entire customers as prescribed by the Act.

## **11. Technical Standards**

- 11.1. The Licensee shall comply with any Regulations and any directions issued under the Act in relation to technical standards for communications equipment to be used within the licensed terminal equipment. .

## **12. International Obligations**

- 12.1. The Licensee shall at all times observe the provisions of International Telecommunications Conventions which Botswana is party to.

## **Part 4: Tariffs, Cost Accounting and Reporting**

### **13. Tariffs**

- 13.1. The Licensee shall submit to the Authority, in writing, a proposal in respect of tariffs it intends to apply for the licensed services and applications. In determining the tariffs, the Licensee shall follow the principle of cost orientation.
- 13.2. The Licensee shall offer the licensed services and applications to the rates no higher than the prevailing approved tariffs.
- 13.3. The Licensee shall ensure that the tariffs are sufficiently unbundled so that, unless otherwise agreed in writing by the Authority, the customer is not required to pay for services and applications which are not used for the particular service requested by any Customer.
- 13.4. The Authority reserves the right to introduce a general price cap control regime or any other price control mechanism.

## **14. Accounting Separation**

14.1. The Licensee shall comply with Accounting Separation Guidelines issued by the Authority.

## **15. Records and Reporting**

15.1. The Licensee shall manage all of its finances relating to its provision of Licensed Services in accordance with International Accounting Standards ('IAS'), as established and periodically amended by the International Accounting Standards Board and separately and distinctly from those of:

15.1.1. any other communications operations it may carry on outside of Botswana; and

15.1.2. any services and applications other than Licensed services and applications that the Licensee may carry on within or outside Botswana.

15.2. The Licensee shall keep written records in comprehensive detail relating to the Licensed services and applications as the Authority may prescribe, including;

15.2.1. the performance of its services and applications (including performance against any Quality of Service standards established from time to time by the Authority).

15.3. The Authority shall have reasonable access to the Licensee's records, personnel and property to enable the Authority to carry out effective supervision and enforcement of the conditions, and may request additional information in writing from time to time from the Licensee.

15.4. The Licensee shall, on reasonable written notice, permit any person duly authorized by the Authority to enter any of the Licensee's premises or other facilities for the purposes of inspecting and testing equipment; reviewing and making copies of technical information and records, network performance statistics, operational, marketing, pricing and financial records and such other technical and operational data as may be required by the Authority and otherwise to ensure that the Licensee is complying with the conditions and the Law or to investigate breaches or alleged breaches by the Licensee.

15.5. All accounts and records of Licensee shall be kept in secure locations and secure formats designed to ensure their preservation. Performance related data shall be retained by the Licensee for a minimum of one (1) year, and all financial records shall be retained by the Licensee for a minimum of five (5) years.

15.6. The Licensee shall submit a Financial and Operational Report ('Annual Report') to the Authority within 120 days of the completion of its financial years which addresses key material developments for that year. The Annual Report shall be signed by an authorized representative of the Licensee, who shall certify and attest to the completeness and accuracy of the information contained therein. The Annual Report shall contain comprehensive reporting on the following mandatory elements:

15.6.1 certified financial reports, including the Licensee's balance sheet and income statement and cash flow statements, key assumptions associated with the preparation of financial reports and material deficiencies and delinquencies in Licensee's financial reporting; and

15.6.2 operational performance metrics required by the Authority, after consultation with the Licensee, Customer and User additions and losses, development of new service lines, functionality, capabilities and offerings, details of the Licensee's performance relative to all relevant Quality of Service standards.

- 15.7. The Licensee shall prepare and deliver to the Authority within 14 days of the conclusion of each quarter during the Licence Period a report which shall contain such operational details as the Authority may require, Customer and User additions and losses, new products or services, details of Licensee's performance relative to all relevant Quality of Service Standards.

## **Part 5: Interconnection, Access and Wholesale Services**

### **16. Interconnection and Access**

- 16.1. The Licensee shall:

16.1.1 have the right to Interconnect with any Other Operator, at any technically feasible point and on fair and reasonable terms, in accordance with Interconnection Guidelines and the Act.

16.1.2 The Licensee shall develop and submit Reference Interconnection Offers for approval by the Authority which shall be made publicly available by the Licensee.

### **17. Undue Preference and Discrimination**

- 16.2 The Licensee shall offer to provide to Other Operators on a fair wholesale basis the services and applications that they may require from the Licensee in order to provide any retail service and application in competition with a retail service and applications offered by the Licensee.

- 16.3 If agreement on wholesale terms cannot be reached between the Licensee and any Other Operator who wishes to offer a retail service in competition to one that is offered by the Licensee within 30 days of the initial request, either party to the proposed agreement may refer the dispute to the Authority, or the Authority may require the dispute to be referred to it by issuing a notice to that effect to the parties. If a dispute is referred to, or called in by, the Authority, the Authority will issue a determination in respect of the terms of the arrangement in dispute taking into account all relevant facts and circumstances, and also relevant international benchmarks, and may provide for all necessary matters, including but not limited to timings, costs, pricing and billing, ordering, testing and management and dispute resolution, as it deems fit. The Licensee shall be bound by the determination.

- 16.4 The Licensee shall not show undue preference to, or exercise unfair discrimination against, any User or Other Operator regarding the provision of any of the service and applications or regarding Interconnection or access. The Licensee will be deemed to be in breach of this condition if it favours any business carried on by the Licensee, or by an associated company or any Other Operator, so as to place any Other Operator competing with such a business at an unfair disadvantage in relation to the provision of a competitive activity.

### **18. Cross-subsidisation**

- 18.1 The Licensee shall not cross-subsidise or subsidise any type of service and applications or permit itself to be subsidised. To enable the Authority to evaluate whether any cross-subsidisation or subsidisation is taking place, the Licensee shall record at full cost in its accounting records any material transfer of assets, funds, rights or liabilities between a part and any other part of its business, and between it and any Associated Company, and shall comply with any directions issued by the Authority for this purpose.

## **19. Attachment of Terminal Equipment**

19.1 The Licensee shall permit the connection to the Network Facility of any lawful and type-approved Terminal Equipment at any Network Termination Point.

## **20. Misuse of Traffic Data**

20.1 The Licensee shall not make use of network or traffic data, traffic profiles or any other data of any nature which become available to it directly or indirectly as a result of entering into Interconnection arrangements or otherwise as a result of carrying communications, in any way which, in the reasonable opinion of the Authority, would unduly prefer the interests of any business carried on by the Licensee or a Service Provider of the Licensee, or place any Other Operator at an unfair disadvantage.

## **Part 6: Radio**

### **21. Radio**

21.1 This license does not guarantee granting of a frequency spectrum. Where applicable, the Licensee shall apply with full justification, for the use of frequency spectrum. The Licensee's frequency assignment and Terms and Conditions, shall be as contained in the radio license granted by the Authority.

## **Part 7: Numbering and Quality of Service**

### **22. Numbering**

22.1 The Licensee shall comply with the Numbering Plan and any Regulations or guidelines issued under the Act from time to time in relation to the use of Numbers and of other codes within its network, including the payment of fees related to the administration of numbers.

22.2 The Licensee shall not allocate to Users any Number(s) other than those within a numbering block allocated to it by the Authority for the purpose of terminating Calls on the Network Facility network and is, for the intended use, consistent with the Numbering Plan.

22.3 The Licensee shall manage the Numbers allocated to it efficiently and with a view to conserving them as a national scarce resource.

22.4 The Authority may, after consulting the Licensee and other Stakeholders, direct that the Licensee put in place arrangements to enable Number Portability in accordance with any Regulations or any guidelines issued under the Act.

22.5 Neither the Licensee nor any of its Users shall acquire any proprietary right in a Number or a range of Numbers. The Licensee shall not sell or purport to sell any Number or range of Numbers to Other Operators, and may not assign or transfer a Number to any person other than the intended User of that Number without the prior written consent of the Authority.

22.6 The Authority may, on reasonable notice, require the Licensee to return any unused Numbers or number blocks to the Authority, and may, after consulting the Licensee and others, vary the Numbering Plan.

## **23. Quality of Service Standards**

- 23.1 The Licensee shall comply with any rules, Industry Code of Conduct and any guidelines issued from time to time by the Authority in relation to Quality of Service Standards.
- 23.2 The Licensee shall be liable to pay such civil penalties for failure to meet quality of service requirements and standards as may be prescribed by the Authority
- 23.3 The Licensee shall ensure that the Licensed Service and Applications are operational at all times.

## **Part 8: Consumer Protection**

### **24. Consumer Protection**

- 24.1 The Licensee shall, within 30 (thirty) days of the Licence Date or any such time as may be determined by the Authority, lodge with the Authority for approval, all its standard forms of agreement with Customers and shall make these agreements available to its Customers.
- 24.2 The Licensee shall adopt a Code of Practice describing how it deals with Users. The Code shall be made publicly available by filing with the Authority, by publication on the Licensee's website and by its delivery to Customers and prospective Customers at the time of service activation. The Code shall also be provided to Users on request.

### **25. Privacy and Confidentiality**

- 25.1 Except as provided for elsewhere in this Licence and as necessary to comply with the Law, the Licensee shall protect the privacy of all customers and shall treat information provided by any customers to the Licensee as confidential unless the customer has consented in writing to the Licensee to the use or disclosure of such information by the Licensee or a third party.

### **26. Indemnity**

- 26.1 The Licensee indemnifies the Authority against any claims for liability or damage which may occur as a result of the Licensee complying with any condition under this Licence or lawful direction given by the Authority in terms of the Act.

### **27. Botswana Preference**

- 27.1 In the implementation of its operations under the Licence, including without limitation, the purchase of equipment, construction, installation and provision of services and applications or any part thereof, the Licensee shall give preference to :
  - 27.1.1 materials and products made in Botswana; and

- 27.1.2 service agencies located in Botswana and owned by Botswana citizens or bodies corporate established under applicable Botswana company laws which are majority owned by Botswana citizens, to the maximum extent possible and in a manner consistent with safety, efficiency and economy of its operations.
- 27.2 In all phase of its operations under this Licence, the Licensee shall give preference in its employment practices to Botswana citizens, to the maximum extent possible and in a manner consistent with safety, efficiency and economy of its operations.
- 27.3 The Licensee shall train Botswana citizen employees and enable such citizens to qualify for advancement in both managerial and technical areas of the Licensee's operations under this Licence.
- 27.4 The Licensee shall submit to the Authority an annual report outlining strategies on the implementation of this paragraph.

## **Part 9: Enforcement and General Provisions**

### **28. Force Majeure**

- 28.1 The Licensee shall not be held in contravention of this Licence if and to the extent that the contravention arises from an event of Force Majeure. The Licensee's obligations shall, to the extent necessary, be suspended while the event of Force Majeure continues.
- 28.2 The Licensee shall advise the Authority as soon as reasonably practicable upon becoming aware of the existence of any Force Majeure event or circumstances likely to lead to such event. The Licensee shall have the onus of proving the existence of a Force Majeure event.

### **29. Enforcement and Penalties**

- 29.1 The Authority shall monitor the Licensee's adherence to, and compliance with these conditions, the rules, directions, decisions or guidelines issued under the Act.
- 29.2 The Authority may impose any penalty it deems fit in the event of breach of any of the Conditions.

### **30. Amendments**

- 30.1 Subject to provisions of the Act, the Authority may vary or amend any condition, provided that the Authority shall, in these circumstances, provide the Licensee with reasonable notice of its intentions to do so and afford the Licensee a reasonable opportunity to make any representations in response.

### **31. Assignment of Licence**

- 31.1 The Licensee shall not assign, sub-license, transfer, cede or otherwise dispose of this Licence, or any rights derived under it, in favour of any third party without the prior written approval of the Authority.
- 31.2 Any direct or indirect change in the control of a significant interest in the Licensee, including a change arising through one or more sales, transfers, assignments or disposals, or one or more modifications of the voting rights associated with any shares in the Licensee, shall be deemed an unlawful assignment of this Licence and in breach of the terms and conditions

unless first approved in writing by the Authority. A 'significant interest' means twenty per centum (20%) or more of the shares in the Licensee then in issue or twenty per centum (20%) or more of the voting rights at any general meeting of the Licensee.

### **32. Revocation**

32.1 Without limiting the general application of the Act, the Authority may, on service of written notice on the Licensee, revoke this Licence if the Licensee:

32.1.1 fails to pay any fees or penalty due under this Licence;

32.1.2 fails to remedy any material breach of any condition within thirty (30) days of having received written notice of the same; or

32.1.3 is liquidated.

### **33. Location and Addresses**

33.1 The location of the Licensee's, system and primary office shall be situated within Botswana.

33.2 The Licence Notice shall be placed in a conspicuous place at the Licensee's office at all times.

33.3 The Licensee's office for the purposes of this Licence shall be as described on the Licence Notice, which shall not be changed without providing prior written notice to the Authority.

### **34. Miscellaneous Provisions**

34.1 The Licensee shall observe and abide by all laws of Botswana.

34.2 The Licensee shall comply with any other guidelines or regulations as may be promulgated under the Act from time to time.

34.3 The Authority may direct the Licensee and any Other Operators to design a code of practice, in a form to be approved by the Authority, concerning Services and Application and Content carried over network facilities and such code of practice shall be binding on the operators after approval by the Authority.

34.4 The Authority reserves the right to impose special conditions to facilitate the execution of its mandate under the Act.

34.5 All written notices to the Authority shall be marked for the attention of the Chief Executive and shall be hand delivered to:

**Botswana Communications Regulatory Authority**  
**50671 Independence Avenue**  
**Gaborone**  
**Botswana**

or such other address, which the Authority may specify in writing to the Licensee.