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THE ELECTRONIC AND POSTAL COMMUNICATIONS ACT
(CAP.306)

REGULATIONS

(Made under section 165)

THE ELECTRONIC AND POSTAL COMMUNICATIONS (CONSUMER PROTECTION)
REGULATIONS, 2018

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PART I
PRELIMINARY PROVISIONS

- Citation 1. These Regulations may be cited as the Electronic and Postal Communications (Consumer Protection) Regulations, 2018.
- Application 2. These Regulations shall apply to electronic and postal communications licensees.
- Interpretation
Cap.306 3. In these Regulations unless the context otherwise requires:-
- Cap.172 “Act” means the Electronic and Postal Communications Act;
- “Authority” means the Tanzania Communications Regulatory Authority established under the Tanzania Communications Regulatory Authority Act;
- “association” means the Tanzania consumers’ Association and any other registered body representing consumers in Tanzania;
- “bill” means a written statement of money owed for services provided by postal or electronic communication licensees;
- “complaint” means any statement of dissatisfaction of services by postal or electronic communications service consumer;
- “consumer” means any person who uses electronic communications or postal products or services;

“Customer” means any person who obtains or seeks to obtain services of any kind from a person undertaking activities pursuant to this regulation, and includes subscribers;

“licensee” means an entity licensed by the Authority to provide any electronic communication, postal or courier services;

“outage credit” means a credit to be paid to a customer for a period of time when services are not rendered for reasons not caused by the customer, force majeure or without prior publication of scheduled maintenance or service;

“telemarketing” means direct marketing using telephone to satisfy prospective customers and persuade them to buy a product or service;

“SIM card” means Subscriber Identity Module which is an independent electronically activated device designed for use in conjunction with a mobile telephone or device to enable the user of the mobile telephone or device to transmit and receive indirect communications by providing access to telecommunication systems and enabling such telecommunication systems identify the particular Subscriber Identity Module and its installed information.

PART II

PROVISION OF INFORMATION AND TERMS OF CONTRACT TO CONSUMERS

Products and services information

4. A licensee shall provide to consumers information on products and services which is complete, accurate and up to date in a simple and clear English or Kiswahili language or both.

Obligations of licensee

5.-(1) A licensee shall endeavour to respond in a timely manner to the consumer requests for information on products and services and such information shall be provided free and shall include the following:-

- (a) current product and services arrangements, including rates, terms and conditions for all services offered to the

public, shall be readily available in printed and electronic formats at all retail outlets where the licensees' services are sold;

- (b) products and services which are subject to tariff regulation by the Authority shall be available in printed and electronic formats;
- (c) the quality of services offered, service delivery time and any service areas covered;
- (d) fully responsible for the effective performance of the entire services including service support, maintenance, complaints handling, dispute resolution and other administrative requirements.

(2) Licensees shall supply, or make available on request, a copy of the contract or agreement for the provision of services, and such contracts shall be written in plain and clear English and Kiswahili languages.

(3) Where services provided by a third party are required in order to effectively utilize the services of the licensee, the consumer shall be sufficiently informed of such requirements or service dependencies.

(4) Any compensation, refund or other arrangements which may be applied where the contract is breached or quality service parameters are not met, along with the procedures and methods for resolving disputes in respect of the service contract shall be filed with the Authority.

(5) Where services are subject to upgrade or migration options, clear and complete information regarding the upgrade or migration terms, including any changes in service performance and any duly approved fees or charges resulting from the upgrade or migration shall be communicated to consumers at least seventy two hours prior to its implementation.

(6) Any contractual warranty relating to products supplied for use in connection with the service, including how to obtain warranty service if needed and where a copy of the warranty is not provided with the products, the licensee shall inform the consumer how to obtain the same.

(7) The contract between licensee and consumers shall contain the following information:-

- (a) commencement date of the contract;
- (b) contract term;
- (c) manner and consequences of termination;
- (d) situations where early termination is possible;
- (e) amount or method of calculating any charges payable upon early termination;
- (f) conditions and terms of renewal of the contract, if applicable;
- (g) terms and conditions that may apply to refund of any deposit including timing and any deductions or charges applicable;
- (h) terms and conditions relating to situations that may give rise to the interruption, withdrawal or discontinuation of the service; and
- (i) terms and conditions relating to the delivery, installation or activation of the service.

Protection of
consumer
information

6.-(1) A licensee may collect and maintain information on individual consumers where it is reasonably required for its business purposes.

(2) The collection and maintenance of information on individual consumers shall be:-

- (a) fairly and lawfully collected and processed;
- (b) processed for identified purposes;
- (c) accurate;
- (d) processed in accordance with the consumer's other rights;
- (e) protected against improper or accidental disclosure; and
- (f) not transferred to any party except as permitted by any terms and conditions agreed with the consumer, as permitted by any permission or approval of the

Authority, or as otherwise permitted or required by other applicable laws.

Promotion and advertising of services

7.-(1) In issuing any advertisements which promote the availability of services, a licensee shall provide information on any geographical or technical limitations on the availability of the service to consumers.

(2) A licensee shall ensure that promotions:-

(a) do not contravene quality of service obligations;

(b) do not have anticompetitive effects;

(c) may cover a period of up to three months;

(d) may be extended for a maximum of two months subject to approval by the Authority and upon satisfaction that there was compliance to quality of service requirements.

(3) When promoting product or service, a licensee shall indicate clearly the total charge for the package and terms and conditions that are applicable.

(4) A licensee shall not engage in unsolicited telemarketing, sms-marketing or any other electronic methods unless:-

(a) customer consents to the service;

(b) at the beginning of the communication, it discloses the identity of the licensee or other person on whose behalf it is made and the precise purpose of the communication; and

(c) the communication gives out the breakdown of the total cost of any product or service that is the subject of the communication.

Complaints of broadcasting content nature
Cap.172

8. Complaints of broadcasting content nature shall be facilitated by the Authority and reported to, considered and determined by the Content Committee established under Section 26 of the Tanzania Communications Regulatory Authority Act.

Consumer
billing,
charging,
collection and
credit practices

- 9.-(1) A licensee shall ensure that:-
- (a) billing is accurate, timely and verifiable; and
 - (b) records of a consumer's bill and related charges are retained for a minimum period of twelve months.
- (2) A licensee shall ensure that any billing information consist of the following:-
- (a) the consumer's billing name and address;
 - (b) the licensee's current business name, address and registered number;
 - (c) a way of identifying the bill uniquely;
 - (d) the billing period;
 - (e) a description of the charges for which the consumer is billed;
 - (f) the total amount billed, applicable credits, payments or discounts, and the net amount payable by the consumer (or repayable by the licensee);
 - (g) the date on which the bill is issued;
 - (h) the bill or refund payment due date;
 - (i) methods of billing or refund payment;
 - (j) contacts for complaints and billing inquiries; and
- (3) A licensee shall not charge consumers for complaints, bills or billing related information.
- (4) A licensee shall process and issue bills within thirty days of the closure of each billing period.
- (5) A bill shall include all charges incurred during the billing period except where:-
- (a) there exists a separate agreement with the consumer to the contrary;
 - (b) there is a delay as a result of the inclusion by the licensee of information from other suppliers or service providers in the bill;

- (c) there is a delay as a result of a change initiated by the consumer, such as where the consumer has requested a different billing frequency or billing period;
- (d) there is a delay as a result of the suspension of charges that are in dispute;
- (e) there has occurred a billing system or processing problem, in which case the problem shall be rectified and bills issued without undue delay and in accordance with any time periods identified by the Authority; or
- (f) billing is delayed by circumstances beyond the reasonable control of the licensee, such as an event of force majeure.

(6) Licensee shall ensure that consumers are able to verify their bill payment by acknowledgement of payment on the next bill issued, telephone confirmation by calling a specified number or such other appropriate and accessible methods as may be made available by licensees.

(7) Where a consumer has not paid the licensee in full or part of a bill for a service provided by the licensee, any measures taken by the licensee to effect payment or disconnection shall:-

- (a) be proportionate and not unduly discriminatory;
- (b) be accompanied by appropriate warning to the consumer in advance of any resulting service interruption or disconnection; and
- (c) confine any service interruption or disconnection to the services concerned, as far as technically feasible.

Consumer obligations

10.-(1) A consumer shall be bound by a licensee's terms and conditions of service on return of a signed service agreement.

(2) The terms and conditions of service shall be clearly and fully outlined in one of the official languages of the United

Republic and shall be in a manner that the consumer may comprehends with no ambiguity or hidden facts.

(3) Any person who owns or intends to use a detachable SIM card or built-in SIM card mobile telephone shall register the SIM card or built in SIM card mobile telephone or SIM enabled communications device with their respective application service licensees, operators or authorized distributors, agents or dealers.

(4) Any person whose detachable SIM card, mobile telephone, built-in SIM card mobile telephone or SIM enabled mobile communication device is lost, stolen or destroyed shall report, the loss, theft or destruction to the Police and to its respective application service licensee, operator or authorized distributor, agent or dealer in accordance to SIM card registration Regulations.

PART III
COMPLAINTS HANDLING

Complaints
handling
process

11.-(1) A licensee shall provide information about consumer complaints handling process pursuant to these Regulations.

(2) A licensee shall:-

- (a) establish and maintain complaint handling procedures;
- (b) keep record and report of complaints handled;
- (c) submit to the Authority on quarterly basis reports on consumer complaints handled and their status in a manner to be determined by the Authority.

(3) Complaints handling processes shall be free of charge and shall include the following:-

- (a) consumers' right for their complaint to be heard;
- (b) licensee's complaints escalation process;
- (c) evidence required to support the complaint;
- (d) time within which a complaint shall be resolved pursuant to these Regulations;
- (e) access to persons with disabilities and other special needs;
- (f) appeal mechanism.

(4) A consumer who is aggrieved by the licensee under this regulation shall lodge his complaint within six months.

(5) Where a consumer is not satisfied with a decision reached pursuant to a complaint, the licensee shall give the consumer the option of pursuing an identified escalation process where the decision may be examined by a suitably qualified person in the licensee's organization.

(6) Where the consumer is provided with the benefit of the licensee's escalation process and where there are no further escalation processes, the licensee shall inform the consumer accordingly.

(7) Where a complaint has not been resolved to the consumer's satisfaction as a result of any escalation process within thirty days of being communicated to the licensee, the licensee shall inform the consumer of his right to refer the complaint to the Authority.

(8) Where the consumer is not satisfied with the resolution with his service provider under this regulation, may refer his complaint to the Authority by filling in the prescribed form specified in the Schedule.

(9) The Authority shall, upon receipt of the complaint referred to it under sub regulation (8):-

- (a) notify the licensee of the complaint and give him an opportunity to make a reply within fourteen days; and
- (b) try to resolve the parties amicably.

(10) Where the dispute is not resolved amicably between the parties, the Authority shall:-

- (a) set for the date of hearing of the complaint and notify both parties; and
- (b) determine the complaint within sixty days from the date of the hearing.

PART IV
CUSTOMER CALL CENTRE AND WALK-IN CENTRE

Requirements
for call centres

12.-(1) A licensee shall establish a call centre that is accessible for twenty four hours within seven days a week.

(2) All call centres shall:-

(a) be accessible free of charge; and

(b) comply with the quality of service parameters.

(3) All call centres shall be maintained within the country in order to ensure ease and quick resolution of complaints owing to language and geographical familiarity.

Requirements
for walk-in
centres

13.-(1) All communications licensees shall establish walk-in customer care centres.

(2) All customer walk in centres shall have facilities for persons with disabilities.

PART V
MISCELLANEOUS PROVISIONS

Persons with
disabilities

14. A licensee shall take appropriate measures to ensure that persons with disabilities are able to access the premises and other relevant services.

Penalties

15.-(1) Any person who contravenes any provision of these Regulations commits an offence and shall on conviction be liable to a fine not less than five million shillings or to imprisonment for a term of not less than twelve months or to both.

(2) Notwithstanding sub regulation (1), where a person commits an offence under these Regulations, the Director General may, where such person admits in writing compound such offence by collecting from that person a sum of money not exceeding the amount of the fine prescribed for the offence.

Revocation
G.N. No. 427 of
2011

16. The Electronic and Postal Communications (Consumer Protection) Regulations are hereby revoked.

SCHEDULE

(Made under regulation 11)

MAMLAKA YA MAWASILIANO TANZANIA
TANZANIA COMMUNICATIONS REGULATORY AUTHORITY



FOMU YA MALALAMIKO (COMPLAINTS FORM)

Kumb./ Ref (TCRA): _____ Kumb./Mtoa huduma (operator/Ref) _____

1. Jina kamili (Full name): _____ Na. ya Simu (Tel. No.): _____

2. Sanduku la Barua (P.O. Box): _____

3. Mkoa(Region): _____

4. Wilaya(District): _____ Kata(Ward) _____

5. Mtaa (Street) _____ Na. ya nyumba (House No.) _____

6. Mlalamikiwa (Complaint against): _____

7. Maelezo (Explanation):

8. Suluhisho unalohitaji (Relief sought): _____

9. Viambatanisho (kama vipo) (Attachment if available):

- (a) _____
- (b) _____
- (c) _____
- (d) _____

10. Mawasiliano mbadala (Other contacts): _____

Nathibitisha kuwa maelezo niliyotoa hapo juu ni ukweli mtupu na ninatambua kuwa nitawajibika endapo yakithibitika kuwa si kweli.

Electronic and Postal Communications (Consumer Protection)

GN. No. 61 (contd...)

I confirm to the best of my knowledge that the information provided above is true and I understand that I will be liable if proved to be untrue.

Sahihi ya Mlalamikaji au dole gumba (Complainants signature or thumb print): _____

Sahihi ya ofisa wa Mamlaka (Signature by TCRA officer): _____

Tarehe (Date): _____ Mahali (Place): _____

Uthibitisho wa mlalamikiwa (Acknowledgement by defendant)

Jina (Name): _____

Cheo (Title): _____

Tarehe (Date): _____

Dar es Salaam,
30th January, 2018

MAKAME M. MBARAWA,
*Minister for Works,
Transport and Communications*