



Tel: 078 657 6379 / 082 345 8007 / 083 236 3968 / 072 679 7867 / 082 203 3447 • Fax: 086 680 1123 • Sales Email: sales@fliber.co.za • Support Email: support@fliber.co.za

# Code of Conduct & Service Charter

FLIBER (PTY) LTD subscribes to this Code of Conduct which prescribes the minimum standard of conduct that FLIBER (PTY) LTD endeavors to follow in rendering services to its subscribers.

FLIBER (PTY) LTD has compiled this Code of Conduct in accordance with the guidelines as well as the minimum standards for subscriber charters prescribed by the Independent Communications Authority of South Africa (“the Authority”) in Notice 1740 of 2007 published in Government Gazette No 30553 dated 7 December 2007 and in Notice 272 of 2008 published in Government Gazette No 30792 dated 25 February 2008, respectively.

## 1. Key Commitments

FLIBER (PTY) LTD will:-

- 1.1 act in a fair, reasonable and responsible manner in all its dealings with its subscribers and potential subscribers;
- 1.2 ensure that all services and products meet the specifications contained in FLIBER (PTY) LTD's licenses and in all relevant laws and regulations;
- 1.3 not unfairly discriminate against or between its subscribers and potential subscribers 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 its subscribers;
- 1.5 provide its subscribers and potential subscribers with information regarding services and pricing;
- 1.6 upon request provide its subscribers and potential subscribers with guidance in regard to their customer needs;
- 1.7 keep its subscribers' personal information confidential; and
- 1.8 advise its subscribers to refer a complaint to the Authority, where FLIBER (PTY) LTD has failed to resolve the complaint to the satisfaction of a subscriber.

## 2. Consumer rights

Your rights in terms of the services that FLIBER (PTY) LTD provides include (without limitation) the right to:

- 2.1 be provided with the required service without unfair discrimination;
- 2.2 choose the service provider of your choice;
- 2.3 receive a copy of this Code of Conduct and Service Charter in English and in 1 (one) of the other official languages as determined by FLIBER (PTY) LTD;
- 2.4 access and question records and information held by FLIBER (PTY) LTD;
- 2.5 the protection of your personal data, which includes the right not to have your personal data sold to third parties without your permission;
- 2.6 lodge a complaint; and
- 2.7 redress.

### 3. Provision of Information

- 3.1 Information regarding the broad range of services, products and packages on offer, the tariff rates, charges and fees applicable to FLIBER (PTY) LTD's services, products and packages as well as the terms and conditions applicable to FLIBER (PTY) LTD's services, products and packages, FLIBER (PTY) LTD's privacy and confidentiality policy, FLIBER (PTY) LTD's payment policy and relevant contact details are available:
- 3.1.1 on the application forms required to be completed in order to receive a service; and
  - 3.1.2 in advertisements and marketing initiatives.
  - 3.1.3 on our website, available at [www.fliber.co.za](http://www.fliber.co.za)
- 3.2 Our billing and complaints handling procedures are contained in this Code.
- 3.3 We will provide you with an itemized bill or invoice on request.
- 3.4 Your application for a service or product may be subject to a credit referencing or risk assessment process. This means that FLIBER (PTY) LTD may request and receive your Confidential Information, Consumer Credit Information and Prescribed Information (as defined in the National Credit Act, 2005) ("Assessment Information") from registered credit bureaus in order to perform a financial means test, in order to determine whether you will be in a position to meet your obligations under the intended agreement.
- 3.5 FLIBER (PTY) LTD is entitled to perform a financial means test each time when you apply for a service/ product and package.

### 4. Minimum standards for the services offered by FLIBER (PTY) LTD

- 4.1 FLIBER (PTY) LTD will endeavor to attain a 100% success rate in meeting your request for a service.
- 4.2 FLIBER (PTY) LTD will respond within a reasonable time for any phone support ticket logging, this is within business hours, limited after hours' support is available for non-service level agreement subscribers, on-site work if required will be scheduled next business day and will be subject to availability.
- 4.3 Our Electronic Communications Network Monitoring service operates 24 (twenty four) hours, 7 (seven) days a week.
- 4.4 In addition to our Electronic Communications Network Monitoring service, FLIBER (PTY) LTD operates a dedicated customer service for the receipt and resolution of subscriber queries and service problems. FLIBER (PTY) LTD's call center is available on 078 657 6379, Monday to Friday 08h00 to 19h00, Saturday 9h00 to 14h00 and Sunday 10h00 to 13h00. Clients without a Service Level Agreement (including Lite users) falling outside of these hours (or where on-site support is required) will be next business day (subject to availability)

### 5. Billing Complaints Handling Procedure

- 5.1 You are required to direct a billing complaint to [complaints@fliber.co.za](mailto:complaints@fliber.co.za). The complaint is required to be accompanied by the following;
- 5.1.1 a copy of the bill concerned or the particulars thereof, e.g. the account number;
  - 5.1.2 the reason for the dispute;
  - 5.1.3 the amount in dispute; and
  - 5.1.4 supporting information or documentation, if any.
- 5.2 FLIBER (PTY) LTD will reach a determination regarding the billing complaint and communicate it's decision to you within fourteen (14) working days of receipt of your complaint.
- 5.3 You may approach the Authority for resolution of the dispute, should you not be satisfied with the outcome of the dispute as determined by FLIBER (PTY) LTD.
- 5.4 The dispute will be referred to the Complaints and Compliance Committee of the Authority in terms of section 17 (H) of the ICASA Act in the event that the dispute is not resolved by the Authority itself as contemplated in clause 5.4.

## 6. Complaints handling, resolution and escalation procedure

- 6.1 All complaints other than billing complaints must be submitted to FLIBER (PTY) LTD and will be dealt with by FLIBER (PTY) LTD in accordance with the provisions of this clause 6.
- 6.2 You are required to afford us an opportunity to resolve a complaint before you approach the Authority.
- 6.2 You are required to direct a complaint to [complaints@fiber.co.za](mailto:complaints@fiber.co.za). Your complaint should include the following:
  - 6.2.1 your name and surname;
  - 6.2.2 your account/reference number;
  - 6.2.3 the date on which the complaint arose; and
  - 6.2.4 a brief description of what gave rise to the complaint.
- 6.3 FLIBER (PTY) LTD will acknowledge receipt of your complaint within 3 (three) working days of receipt thereof.
- 6.4 FLIBER (PTY) LTD will formally resolve your complaint in writing within 14 (fourteen) working days of receipt thereof, or within such longer period as we may agree to under circumstances where the resolution of the complaint is for example (but without limitation) in the hands of a supplier or third party service provider.
- 6.5 You may approach the Authority for resolution of the dispute, should you not be satisfied with the outcome of the dispute as determined by FLIBER (PTY) LTD.
- 6.6 The dispute will be referred to the Complaints and Compliance Committee of the Authority in terms of section 17 (H) of the ICASA Act in the event that the dispute is not resolved by the Authority itself as contemplated in clause 6.5.