

EOH Mthombo

Code of Conduct and Service Charter

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Introduction

1. In order to provide electronic communications services to its subscribers, EOH Mthombo (Pty) Ltd (“EOH”) holds licences issued by the Independent Communications Authority of South Africa (ICASA).
2. ICASA requires that all licence-holders comply with, *inter alia*, the:
 - 2.1. ICASA Code of Conduct Regulations 2008, which sets out minimum standards of conduct when providing services to subscribers or dealing with potential subscribers; and
 - 2.2. ICASA End-user and Subscriber Service Charter Regulations 2009, which sets out minimum quality of service standards applicable to services provided to subscribers and potential subscribers.
3. EOH has developed a Code of Conduct and Service Charter in line with these Regulations and will strive to follow this in its interactions with its Consumers.
4. The ICASA Code of Conduct Regulations 2008 is available [here](#).
5. The ICASA End-user and Subscriber Service Charter Regulations is available [here](#).

Definitions

The following definitions find application throughout all EOH's documentation:

“Billing Dispute” means an instance where a Customer states in good faith that their bill contains incorrect charges, payments or adjustments.

“Billing Dispute Notice” means a notice submitted by the Customer in terms of this Procedure.

“Billing Disputes Handling Procedure” and **“this Procedure”** mean this Billing Disputes Handling Procedure for the initiation and resolution of Billing Disputes.

“Billing Enquiry” means the situation where the Customer seeks information or clarification relating to an Invoice including without limitation seeking clarification of charges or sources of usage. For the avoidance of doubt, this is not a Billing Dispute.

“Business Day” means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.

“Business Hours” means 08h00–17h00 on Mondays–Fridays.

“Complaint” means an expression of dissatisfaction or grievance made by a Customer, but does not include a request for information. Billing Disputes are a specific form of Complaint dealt with only under the EOH Billing Disputes Handling Procedure.

“Customer” means an EOH subscriber or potential subscriber.

Key Commitments

6. EOH makes the following key commitments and will endeavour to:
 - 6.1. Act in a fair, reasonable and responsible manner in all dealings with Customers;
 - 6.2. Ensure that all its services and products meet the specifications as contained in EOH’s licences and all the relevant laws and regulations;
 - 6.3. Not unfairly discriminate against or between Customers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
 - 6.4. Display utmost courtesy and care when dealing with Customers;
 - 6.5. Provide Customers with information regarding services and pricing;
 - 6.6. Where requested to do so provide Customers with guidance with regard to their service needs; and
 - 6.7. Keep the personal information of Customers confidential unless EOH is:
 - 6.7.1. Otherwise authorised or required by law or order of Court;
 - 6.7.2. In possession of written authorisation from the Customer to do so; and/or
 - 6.7.3. Required to release such information for the purpose of briefing EOH’s auditors or professional advisors or an accredited debt collection agency.
7. Subscribers and potential subscribers have the right to refer Complaints to ICASA as more fully set out below.

Consumer rights

8. The ICASA Code of Conduct Regulations 2008 stipulate the following (non-exhaustive) list of consumer rights held by subscribers and potential subscribers:
 - 8.1. A right to be provided with the required service without unfair discrimination;
 - 8.2. A right to choose the service provider of your choice;
 - 8.3. A right to receive information in your preferred language (EOH will do its best to meet this request where reasonable);
 - 8.4. A right to access and question records held by EOH and which relate to the Customer’s relationship with EOH;
 - 8.5. A right to the protection of the Customer’s personal data, including the right not to have personal data sold to third parties without the Customer’s permission;
 - 8.6. A right to port a number in terms of applicable regulations;
 - 8.7. A right to lodge a complaint; and

8.8. A right to redress.

Availability of Information

9. The following information can be obtained from the EOH website <http://www.eoh.co.za> or by email request to info@eoh-ns.co.za (with no charge payable), and is available for inspection at EOH's offices during Business Hours:
- 9.1. EOH's range of services / products on offer;
 - 9.2. Tariff rates applicable to each service offered;
 - 9.3. Terms and conditions applicable to such services / products;
 - 9.4. Payment terms;
 - 9.5. Billing, billing processes and the Billing Disputes Handling Procedure;
 - 9.6. Complaints Handling Procedure, and
 - 9.7. Relevant contact details

Billing

10. EOH will provide the Customer with an itemised bill or invoice on request or where this is specified as part of the services provided to the Customer.
11. Billing terms are also set out on EOH's invoices.

Vetting of applications and use of credit registered credit bureaux

12. Where applicable, EOH reserves the right to subject any application for services and/or products, including variations to existing services and/or products, to credit referencing and analysis by registered credit bureaux, and the Customer consents to the use of all information supplied for this purpose and for the purpose of compliance with the National Credit Act 34 of 2005.

Written terms and conditions of service

13. EOH will provide the Customer with a copy of the written terms and conditions upon finalisation of a service agreement or as soon as is reasonably possible thereafter. Where an agreement is entered into telephonically, a copy of the written terms and conditions thereof will be provided to the Customer within seven (7) Business Days.
14. Where EOH affect changes to the terms and conditions of its service, EOH will inform the Customer of such changes within a fair and reasonable period.

Minimum standards for the services offered by EOH

15. EOH will, subject to events and conduct beyond its reasonable control,
 - 15.1. provide a minimum of 95% network service availability measured over six (6) months;
 - 15.2. provide a minimum of 95% service availability measured over six (6) months;
 - 15.3. attain a 90% success rate in meeting requests for installation and activation of service for qualifying service applicants within thirty (30) Business Days, while meeting the balance of requests within forty (40) Business Days;

- 15.4. provide full reasons to the Customer where EOH is not able to meet a request for service within these time periods within seven (7) Business Days of receipt of request for same;
 - 15.5. attain a 90% success rate within seven (7) Business Days in meeting requests for activation of a service while meeting the balance of requests within fifteen (15) Business Days;
 - 15.6. provide full reasons to the Customer where EOH is not able to meet a request for activation within these time periods within seven (7) Business Days of receipt of request for same;
 - 15.7. maintain an average of 90% fault clearance rate for all faults reported within three (3) Business Days, with the balance to be cleared within six (6) Business Days of the reporting of the fault;
 - 15.8. respond within three (3) minutes (averaged over six months) to any call directed to the EOH;
 - 15.9. monitor its network 24/7/365.
16. Customers acknowledge that EOH is directly dependent on network and other services provided by third parties in providing the services and meeting the standards set out above, and that EOH cannot be held liable in any manner whatsoever for any failure to meet such standards where this results from the acts and/or omissions of such third parties.

Miscellaneous

17. Any queries relating to this Code of Conduct should be sent to info@eoh-ns.co.za
18. This Code of Conduct forms part of the Terms and Conditions applicable to the use of EOH's services and products and is incorporated therein.