



GOVERNMENT GAZETTE

OF THE

REPUBLIC OF NAMIBIA

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WINDHOEK — 20 July 1995

No. 1111

CONTENTS

	<i>Page</i>
GENERAL NOTICES	
No. 184 Applications for broadcasting licences	2
No. 185 Namibian Communications Commission	3

General Notice

No. 184

1995

APPLICATIONS FOR BROADCASTING LICENCES

In accordance with Section 17 (4)(a) of the Namibian Communications Commission Act, Act No. 4 of 1992, the following instances applied for broadcasting licences:

- | | |
|--------------------------|---------------------------------------|
| 1. Radio Antenna Namibia | (rebroadcast Radio 99 in Oranjemund) |
| 2. Radio Antenna Namibia | (rebroadcast Radio 99 in Otjiwarongo) |
| 3. Radio Antenna Namibia | (rebroadcast Radio 99 in Lüderitz) |
| 4. Downlink (Pty) Ltd | (rebroadcast TV 1 in Swakopmund) |
| 5. Downlink (Pty) Ltd | (rebroadcast TV 1 in Henties Bay) |
| 6. Downlink (Pty) Ltd | (rebroadcast TV 1 in Keetmanshoop) |
| 7. Downlink (Pty) Ltd | (rebroadcast TV 1 in Grootfontein) |
| 8. Downlink (Pty) Ltd | (rebroadcast TV 1 in Okahandja) |
| 9. Downlink (Pty) Ltd | (rebroadcast TV 1 in Lüderitz) |
| 10. Downlink (Pty) Ltd | (rebroadcast TV 1 in Gobabis) |
| 11. Downlink (Pty) Ltd | (rebroadcast TV 1 in Outjo) |
| 12. Downlink (Pty) Ltd | (rebroadcast TV 1 in Oshakati) |
| 13. Downlink (Pty) Ltd | (rebroadcast TV 1 in Mariental) |
| 14. Downlink (Pty) Ltd | (rebroadcast TV 1 in Omaruru) |
| 15. Downlink (Pty) Ltd | (rebroadcast TV 1 in Otjiwarongo) |
| 16. Downlink (Pty) Ltd | (rebroadcast TV 1 in Ruacana) |
| 17. Downlink (Pty) Ltd | (rebroadcast TV 1 in Walvis Bay) |
| 18. Downlink (Pty) Ltd | (rebroadcast TV 1 in Katima Mulilo) |

Section 17(4)(b) of the said Act provides that "any person may within fourteen days of publication of a notice in terms of paragraph 4(a) lodge with the Commission written representations opposing the issue of a broadcasting licence, and such representation shall be taken into account when the Commission considers the application".

Contact: Acting Secretary of the Namibian Communications Commission
Private Bag 13344
WINDHOEK.

Tel. 222 310
Fax 222 343
Attention: Mr. E. Hofmann

No. 185

1995

GENERAL NOTICE

NAMIBIAN COMMUNICATIONS COMMISSION

ISSUING OF NATIONAL CELLULAR TELECOMMUNICATIONS LICENCE UNDER THE NAMIBIAN COMMUNICATIONS COMMISSIONS ACT, 1992 (ACT 4 OF 1992) AND THE NAMIBIAN COMMUNICATIONS COMMISSION AMENDMENT ACT (ACT 1 OF 1995)

It is hereby made known for general information that the Namibian Communications Commission has under section 22A of the Namibian Communications Commission Act, 1992 (Act 2 of 1992) issued to Mobile Telecommunications Limited (MTC), Windhoek a telecommunications service licence for a national cellular telecommunications service the terms and conditions of which are set out below:

NATIONAL CELLULAR TELECOMMUNICATIONS LICENCE

DEFINITIONS

In this licence, unless the context indicates otherwise -

"CCITT" means Comité Consultatif International Télégraphique et Téléphonique;

"cellular" means radio telecommunications designed to use limited radio frequency spectrum between cellular Terminal Equipment and network transceivers for the provision of digital bearer, tele- and supplementary services across the cellular network, by allocating a limited number of frequencies within each of a number of defined geographical areas or cells, allowing the re-use of the same frequencies in different non-adjacent cells, and enabling users to maintain connections whilst moving through different geographical areas by making use of call handover between adjacent cells;

"Commencement Date" means 1 March 1995, the date on which the Licensee may commence using Licensed Lines for commercial purposes;

"Commission" means the Namibian Communications Commission;

"customer" means any person who-

- (i) has indicated willingness in writing to enter into a contract with the Licensee for the provision of the Service by means of the Licensed Lines on the Licensee's terms and conditions lodged in accordance with paragraph 11.5, or has either written or otherwise entered into and is not in breach of such a contract; or
- (ii) is a customer of a Service Provider;

"disaster" also includes any event or circumstance resulting from major accident, natural phenomena, and incidents involving toxic and radio active materials;

"Emergency Organisation" means in respect of any locality the relevant police, fire and ambulance services and sea rescue institutes;

"ETSI" means European Telecommunications Standard Institute;

"Fixed Link" means a telecommunications line connecting two points neither of which is Terminal Equipment;

"GSM" means Global System for Mobile communications as defined in the ETSI structure of technical specifications and operating in the 900 MHz frequency band;

"Interconnection Agreement" means the agreement to be concluded between Telecom, the Licensee and any similarly licensed person defining the commercial and technical arrangements for -

- (i) the transfer of messages in either direction between Telecom and the Licensee and/or similarly licensed person; and

- (ii) the use of Leased Lines; and
- (iii) the provision of related services; and
- (iv) the payment of Interconnect Fees;

"Interconnect Fees" means the fees payable in terms of an Interconnection Agreement for -

- (i) the carriage of messages originating in one network by means of another network, and/or
- (ii) Leased Lines;

"Leased Line" means a dedicated point-to-point circuit, complying with CCITT recommendations, leased from Telecom for the Purpose of carrying telecommunications traffic;

"Licensed Line" means a telecommunications line or any part thereof which the Licensee is authorised to construct, maintain and use in terms of this licence;

"Master Frequency Plan" means the manifestations of the actions of the Commission to exercise control over and manage the radio frequency spectrum in accordance with accepted international standards and subject to the provisions of the Radio Act;

"message" means any sound, signal, sign or image sent, or to be sent, for conveyance by means of the licensed Service;

"Minister" means the Minister of Broadcasting and Information, or the Minister of Works, Transport and Communications, as required by the context;

"Namibia" means the geographical area of the Republic of Namibia;

"Operator" means any of Telecom, the Licensee and any similarly licensed person;

"PLMN" means Public Land Mobile Network;

"Service" means a service consisting of -

- (a) the provision of any Licensed Line;
- (b) the conveyance of any message by means of such Line;
- (c) the provision of any directory, voice mail, GSM bearer, tele- and supplementary services, or information service provided by those means; or
- (d) the access to Emergency Organisations by those means,

together with any billing, data processing or other operation which is necessary to provide that service whether or not the Licensee charges a separate fee for it;

"Service Provider" means any person who is in the business of providing the Service to another and who has a contract with the Licensee for such purpose

"Telecommunications Licence" means a National Cellular Telecommunications Licence granted to Mobile Telecommunications Limited (MTC);

"Telecom" means Telecom Namibia Limited;

"Terminal Equipment" means a terminal connected via a cellular radio link which may be used by an end user to send and/or receive messages which are to be or have been conveyed by means of the PLMN all of which duly licensed by the Commission;

1. LICENCE FEES

1.1 In consideration for the granting to the Licensee of the rights to construct, maintain and use Licensed Lines as provided for in paragraph 2 the Licensee shall pay to the Commission:

- (a) An amount of N\$ 500 000 (five hundred thousand Namibian Dollars) payable as follows:
 - (i) N\$ 250 000 payable within 60 days of the date of issue of the licence; plus

- (ii) N\$ 250 000 payable on the Commencement Date;
- (b) An annual amount payable before the last day of June each year according to the following table:

1995:	N\$ 250 000
1996:	N\$ 350 000
1997:	N\$ 500 000

Each subsequent year: N\$ 500 000 unless amended by the Commission in consultation with the Licensee.

- (c) The prescribed Radio Licence Fee for the Spectrum Usage.
- 1.2 The Licence Fees as set out above shall be inclusive of any sales taxes or taxes on such Licence Fees.

2. LICENCE AUTHORITY

- 2.1 The Licensee is authorised by this licence to construct, maintain and use a national PLMN for Namibia to -

- (a) provide a cellular national mobile radio telephony Service operating in the 890 MHz to 960 MHz frequency band, and
- (b) connect fixed and mobile Terminal Equipment using cellular radio telephony technology for the provision of a Service, and
- (c) interconnect with the Telecom network and with the PLMN of any future similarly licensed persons,

all of which subject to the provisions of paragraph 3.

- 2.2 The above rights may be exercised partially through agents, contractors or Service Providers of the Licensee. The Licensee shall be responsible for their acts or omissions in respect thereof on the basis that -

- (a) the liability of the Licensee for any acts or omissions of any Service Provider in relation to the exercise of such rights, shall be limited to acts or omissions which constitute a contravention of the conditions of this licence;
 - (b) the Licensee shall stipulate adequate provisions in its contracts with its agents, contractors and Service Providers to ensure that their exercise of any of the above rights do not contravene any of the conditions of this licence;
 - (c) should an agent, contractor or Service Provider of the Licensee commit any act or omission in contravention of a condition of this licence, the Licensee shall upon becoming aware thereof act as expeditiously as is reasonably possible to remedy such contravention and the Licensee shall be afforded reasonable time for such purposes; and
 - (d) the Commission shall upon becoming aware of any contravention of licence conditions by agents, contractors or Service Providers of the Licensee or any complaints lodged with the Commission in relation thereto forthwith in writing notify the Licensee accordingly.
- 2.3 Nothing in this licence shall be construed or understood as to relieve the Licensee or any other party of the obligations to comply with any other applicable Statutory prohibition or obligation and in particular the obligation to comply with the provisions of the Radio Act.
- 2.4 The licence shall not be transferable unless the prior written approval of the Commission had been obtained and then only on such conditions as it may prescribe, including the payment of a fee.
- 2.5 The Commission shall not issue a similar licence to any other operator of any cellular service in Namibia for a period of five years from the date of this licence, unless this licence is revoked or terminated, or unless the conditions of this Telecommunications Licence are renegotiated by the Commission and the Licensee.

3. LICENCE DETAILS

3.1 The Licensee shall be obliged to use Leased Lines for -

- (a) all connections between the elements of its own PLMN;
- (b) interconnections between its PLMN elements and the PLMN elements of a similarly licensed person;
- (c) interconnection of its PLMN elements and the public switched telephone network of Telecom,

unless Telecom has indicated that it is unwilling or unable to provide these links in which instance the Licensee may apply to the Commission to procure, construct or use its own links.

3.2 The Licensee is hereby authorised to procure, construct, maintain and use its own Fixed Links to connect its own PLMN elements if these elements are installed on the same premises as well as adjacent premises occupied by the Licensee.

3.3 The Licensee shall undertake an implementation programme in accordance with an Implementation Timetable as agreed to between the Licensee and the Commission and as lodged with the Commission.

3.4 All international calls originating within or destined for the cellular network shall be routed via the Telecom international exchange(s), unless an agreement to the contrary has been reached between Telecom, the Licensee and the Commission.

4. COMMUNITY SERVICE OBLIGATIONS

4.1 The Licensee shall undertake to provide community telecommunications services by means of its Service as may be agreed to between the Licensee and the Commission and subject to the conditions of such agreement.

5. COMMENCEMENT AND PERIOD OF LICENCE

5.1 The licence does not authorise the use of any Licensed Line until after -

(a) the fees specified in paragraph 1.1(a) (i) and (ii) together with the applicable Radio Licence fees have been paid; and

(b) the later of -

(i) the date when the Interconnection Agreement referred to in section 7.1 has been concluded; or

(ii) the provision of a Performance Guarantee in terms of section 20; or

(iii) the Commencement Date.

5.2 Notwithstanding the provisions of paragraph 5.1 the Licensee shall be entitled from the date of the licence to undertake testing of its Licensed Lines.

5.3 Subject to the conditions of this licence and other instrument applicable either to this licence or to the operations of the Licensee the initial validity period of this licence shall be 15 years from the Commencement Date provided that either party may terminate this licence upon 5 (five) years written notice to the other, provided further that no such notice may be given to the effect that the licence is terminated earlier than 15 (fifteen) years after the Commencement Date.

5.4 Should no notice of termination be given in terms of paragraph 5.3 this licence shall automatically be renewed on mutatis mutandis the same terms and conditions, except that either party may terminate the licence upon 5 years written notice at any time thereafter, unless the Commission and the Licensee agree in writing on any new or amended terms and conditions.

6. PERFORMANCE SPECIFICATIONS

6.1 The Licensed Lines installed, maintained and used by the Licensee shall throughout the term of the licence conform to

such GSM specifications and standards and ITU-T recommendations as prescribed by the Commission.

- 6.2 The Licensee shall at all times fully comply with the recommendations of the International Telecommunication Union and its associated organisations as they apply to the Republic of Namibia from time to time.
- 6.3 The Licensee shall introduce measures and at all times use its resources to ensure that apparatus in the Licensed Lines including Terminal Equipment operated by the Licensee shall comply with
- (a) the requirements for Electro Magnetic Compatibility; and
 - (b) the requirements for network interface,

both as prescribed by the Commission in accordance with international specifications and standards.

- 6.4 The Licensee shall design, construct, maintain and use the Licensed Lines with the objective that the Service shall be available within the areas indicated by the Licensee as required in terms of paragraphs 21.2 and 21.3 for 90% of their actual area of coverage at least 95% of the time and use its best endeavour to achieve a grade of service standard of at least 3%.
- 6.5 If requested by a customer the Licensee or its Service Provider shall provide such customer with a personalised account which shall contain at least the following level of detail: name, address, telephone number, account number, itemised billing number, number called, time of call, call duration and call charge.
- 6.6 The Licensee shall not knowingly provide Services to customers other than by means of Terminal Equipment.

7. INTERCONNECTION

- 7.1 The Licensee shall be obliged to enter into an Interconnection Agreement. Should the Licensee be unable to do so and if requested thereto by any party the Commission reserves the right to determine the terms and conditions of any Interconnec-

tion Agreement required for the effective use of the PLMN provided such terms and conditions are no less favourable than those for any similarly licensed person and the Licensee shall comply with such terms and conditions as so determined as if they constituted an agreement entered into by the Licensee.

- 7.2 The fees and tariffs payable for fixed network services by the Licensee in terms of any Interconnection Agreement entered into by the Licensee shall be lodged with the Commission.

8. EMERGENCY SERVICES OBLIGATION

- 8.1 The Licensee shall provide by means of its Licensed Lines such facilities as would enable a caller free of charge to communicate in the event of an emergency in the area serviced by the Licensee with an Emergency Organisation.

9. CUSTOMER PRIVACY

- 9.1 The Licensee shall use all reasonable endeavour to ensure that information obtained or received in the performance of the Service by itself or its Service Providers is kept confidential, not disclosed or made accessible to third parties or used otherwise than for the purposes or furtherance of the Service.
- 9.2 The Licensee shall not directly or indirectly communicate any information about a customer otherwise than in the normal course or conduct of the business of the Licensee to any other business of the Licensee or any other person engaged in the supply of apparatus.

10. DIRECTORY INFORMATION

- 10.1 The Licensee shall provide directory services, inclusive of directory enquiries, to each of its customers on request and in return for such charges as the Licensee may levy in accordance with the duly lodged tariff plans.
- 10.2 In order to enable the Licensee, Telecom and similarly licensed persons to give effect to obligations in respect of directory enquiries and printed directories the Licensee shall forward to the person nominated for the time being by the Commission (which person until informed otherwise in writing shall be

Telecom) such directory information and on such conditions as prescribed by the Commission from time to time.

11. FAIR TRADING

- 11.1 The Licensee and its agents, contractors and Service Providers shall not show any undue preference to, or exercise undue discrimination against any person or class or description of persons in respect of the provision of any Service or in respect of the construction or maintenance of the Licensed Lines.
- 11.2 The Licensee shall include a provision in its contracts with its Service Providers requiring that they comply with a code of practice for consumer affairs to be established by the Licensee at least containing -
- (a) guidance to their customers in respect of disputes or complaints relating to the provision of the Service by them;
 - (b) advice to such customers on charging and billing and concerning such enquiries;
 - (c) advice and procedures on the proper use of the Service by such customers; and
 - (d) standards of conduct expected in the provision of the Service by Service Providers to their customers.
- 11.3 Notwithstanding the provisions of paragraph 11.1, the Licensee may provide the Service to a customer or Service Provider on charges, terms and conditions which are preferential if -
- (a) the charge in question is in accordance with a tariff plan which has previously been lodged as required; or
 - (b) the Service is provided as a Community Service in terms of an agreement with the Commission; and
 - (d) the terms and conditions have been duly lodged.
- 11.5 The Licensee shall lodge with the Commission sample copies of all contracts relating to the Service or the provision of the

Service entered into between the Licensee and any customer and Service Provider.

12. ACCOUNTS

- 12.1 The Licensee shall maintain proper accounting records in a form which is sufficient to show and explain its transactions and in this connection will maintain such records as fairly represent the costs, revenue and financial position of the Licensee's business.
- 12.2 The Licensee shall present to the Commission audited annual financial statements prepared in accordance with generally accepted accounting practice and as approved by the Licensee.

13. TARIFFS AND FEES

- 13.1 The Licensee shall not charge any tariffs or fees for the Service and any other services whatsoever until such tariffs and fees have been lodged in writing with the Commission.
- 13.2 The notice of tariffs and fees lodged with the Commission must state the period (i.e. the term) for which it is to be in force. The term must not begin before the seventh day after the notice has been lodged with the Commission. In relation to each kind of service that the Licensee proposes to offer during the term, the notice must set out -
- (a) a description of the service; and
 - (b) details of the nature and amounts of charges payable for the service.
- 13.3 If the charges in a tariff plan vary, in their nature, in their amounts or both, the notice must set out, why and how the charges vary.
- 13.4 The notice must be precise and detailed enough to be used to work out the nature and amounts of charges payable for the supply of Service in particular cases.
- 13.5 Subject to the conditions of 13.2, the Licensee shall be entitled to increase any existing tariff plan by an amount which is not greater than the percentage year on year increase in the

Consumer Price Index for all goods as published by the Central Statistics Office since the previous tariff change. If the Licensee increases the tariff plan by an amount which is greater than the percentage year on year increase in the Consumer Price Index, the Licensee shall obtain the prior approval of the Commission. If the Commission disallows or delays the proposed tariff increase, it must provide written reasons to the Licensee for the decision.

13.6 The Licensee shall publish details of its tariffs and fees and any other terms and conditions on which its services are provided by -

- (a) making them available for inspection at its major places of business during normal business hours, and
- (b) sending the appropriate parts thereof to any person who may request same.

14. SERVICE PROVIDERS

14.1 The Licensee shall have full discretion to determine and implement the appropriate means of marketing and distribution of its Services inclusive of the appointment and the termination thereof of agents and Service Providers.

15. ACCESS TO INSPECTORS

15.1 The Licensee shall grant unhindered access to all its facilities, installations and records to all officers authorised as inspectors by the Commission for such purposes.

15.2 The Licensee shall provide details of its facilities, installations and networks in such format and at such times as may reasonably be requested by the Commission from time to time.

16. FREQUENCIES

16.1 The Commission shall assign for the duration of the licence such frequencies required by the Licensee to meet its obligation, with a maximum of 10 MHz of paired frequencies in the frequency band 890 MHz to 960 MHz in accordance with a Master Frequency Plan as amended from time to time by the Commission to conform with internationally accepted

standards, provided that the Licensee continues to comply with the provisions of its Radio Licence and to use such frequencies efficiently in accordance with GSM recommendations for the purpose of providing its Service.

- 16.2 The Licensee shall only be entitled to utilise an assigned frequency after the issue by the Commission of a valid Radio Licence covering such frequency.
- 16.3 Nothing in this paragraph shall prevent the Commission substituting a different frequency in the GSM frequency band 890 MHz to 960 MHz for any of the frequencies so assigned at no cost to the Commission if this is reasonably necessary -
- (a) for the implementation of any international agreement entered into by the Government of the Republic of Namibia; or
 - (b) to ensure the proper management of the radio spectrum; or
 - (c) for the avoidance of harmful interference,

but the Commission agrees that it will give as much notice as is reasonably practicable and that, before taking any such action, it will consult the Licensee and will take into account, so far as it considers reasonable, the representations and objections of the Licensee and provide a written report incorporating the reasons for its findings.

17. CUSTOMER SERVICE STANDARDS

- 17.1 The Licensee must develop, publish and enforce guidelines for use by its personnel when handling enquiries and complaints from a customer to whom it supplies telecommunications facilities and provide similarly in its contracts with Service Providers.
- 17.2 The guidelines relating to enquiries and complaints are to be published and be available to customers at the commencement of Service to such customer.
- 17.3 The guidelines are to address the following areas of the provision of customer services:

- (a) The Licensees procedures for the handling of customers complaints;
 - (b) the time frame for handling complaints through this procedure;
 - (c) further recourse available to a customer who is dissatisfied with the Licensee's complaints handling procedure;
 - (d) procedures adopted by the Licensee to check the accuracy of a customer's telephone account;
 - (e) procedures to be adopted by the Licensee to assist customers in disaster situations.
- 17.4 A Licensee must keep and maintain statistics on complaints made to the Licensee by customers with which the Licensee deals in accordance with the guidelines. The Licensee shall submit such statistics to the Commission if requested to do so by the Commission.
- 18. RESTRICTION ON TRANSFER OF SHARES, DIRECTORSHIPS, ETC.**
- 18.1 Any transfer of shares which would result in the direct or indirect ownership of 20 percent of the issued voting share capital of the Licensee changing hands or a change in the ownership of the issued voting share capital that results in a change to the composition of one-fifth of the Board of Directors, shall require prior written approval of the Commission.
- 18.2 The provisions of paragraph 18.1 shall not preclude the shares of the Licensee from being listed on the Namibian Stock Exchange, provided that such listing shall not have the effect of vesting greater than 50% (fifty per centum) of the issued voting share capital of the Licensee in -
- (a) any non-resident of the Republic of Namibia;
 - (b) a manufacturer or supplier of telecommunications equipment.

19. AMENDMENT

19.1 The Commission shall be entitled after a hearing with the Licensee and Telecom and the provision of written reasons to amend the licence conditions provided that -

- (a) no amendment may be made by the Commission unless the amendments are necessary for the fulfilment of the Commission's duties and do not unduly prejudice the Licensee or the Licensee's business or affect any rights or authorizations granted hereunder; or
- (b) such amendments are specifically agreed with the Licensee in writing.

20. PERFORMANCE GUARANTEE

20.1 The Licensee shall procure a performance guarantee substantially in accordance with the draft document attached hereto to the satisfaction of the Commission underwriting the performance obligations of the Licensee in terms of this licence.

20.2 The Licensee shall, if it fails without reasonable cause so to construct, maintain and use any Licensed Line in any particular place as required in terms of paragraph 3.3, pay to the Commission, in respect of any month or part of a month commencing on the day when either -

- (a) a Licensed Line ought to have been constructed, maintained and used as required in terms of paragraph 3.3; or
- (b) the Commission notifies the Licensee, supported by its written reasons, that insufficient Licensed Lines have been constructed, maintained and used as required in terms of paragraph 3.3

and ending on the day when the Commission is informed by such Licensee that the Licensed Line has been constructed, maintained and used as so required, a sum equal to one tenth of the estimated cost of installing the Licensed Line in that place up to 100% of such costs, such payments to be made monthly in arrears on the first business day of the month.

- 20.3 The contents of the Implementation Timetable is confidential to the Minister, the Commission and the Licensee and such contents shall not be disclosed to any other person without the written consent of the Licensee.

21. REPORTING

- 21.1 The Licensee shall report in writing the Commission on or within 30 days of 30 September and 31 March of each year with effect from 31 March 1995.
- 21.2 Each report until and including the report of 30 September 2000 shall include detail of its Service provided in terms of this licence and in particular its progress in achieving its commitments provided for in paragraphs 3.3 and 4.1.
- 21.3 Each report shall include maps and other details indicating the coverage of the operational cellular network of the Licensee on the date of the report.
- 21.4 Each report shall include maps and other details indicating additional or revised areas of coverage proposed by the Licensee.

22. FORCE MAJEURE

- 22.1 Should the Licensee be prevented from performing its obligations in terms of this licence on account of any event as set out hereunder, the Licensee shall not be regarded as being in breach of the terms of this licence and shall not be held liable on account thereof.
- 22.2 For the purposes of this paragraph an event shall mean any legislation or regulation of the Republic of Namibia, fire, Act of God, accident, explosion, acts of war, terrorism, insurrection, sabotage, labour disputes, transportation embargo, act or omission of any government or government agency, failure in performance of any supplier as a result of any of the above, all of which beyond the control of the Licensee.
- 22.3 The Licensee shall advise the Commission as soon as practicable after becoming aware of the existence of any such event or circumstances likely to lead to such an event.

23. REVOCATION

- 23.1 The Commission may, after having satisfied itself and with the approval of the Minister, for such reasons as given in writing, revoke this licence by not less than 60 days written notice to the Licensee if any amount payable in terms of paragraph 1.1 and 2.4 of this licence remains unpaid for a further period of 14 days after having been notified in writing thereof by the Commission and the Licensee fails to remedy such default within 30 days after receipt of a notice in writing from the Commission describing such default and requiring that it be remedied.
- 23.2 The Commission may, otherwise than is provided for in paragraph 23.1, and with the approval of the Minister, revoke this licence by written notice to the Licensee only in the following circumstances:
- (a) Where the Licensee agrees in writing to such cancellation;
 - (b) if the Licensee is placed in liquidation, whether voluntary or compulsory or is placed under judicial management, either provisionally or finally;
 - (c) a breach of paragraph 18.1 where prior written approval of the Commission had not been obtained;
 - (d) if the Licensee takes steps to deregister itself or is deregistered;
 - (e) a failure on the part of the Licensee to meet its obligations in terms of paragraphs 3.3 and 4.1.

24. EFFECT OF TERMINATION

- 24.1 Within a period of 90 days of the date of termination of the licence, the Commission may by notice in writing to the Licensee or its successor in title, elect to acquire the Licensed Lines of the Licensee or any portion thereof. In return for such assets the Commission shall pay to the Licensee or its successor in title compensation in an amount as follows:

- (a) in the event of termination for reasons other than the reasons giving rise to a termination referred to in subparagraph (b) hereunder, the greater of the fair market value of all such Licensed Lines or the fair market value of the complete cellular business or the Licensee as a going concern including all liabilities; or
- (b) the lesser of the values referred to in subparagraph (a) above in the event of a termination pursuant to a voluntary liquidation referred to in paragraph 23.2(b) or a deregistration referred to in paragraph 23.2(d).

as valued by reference to such values immediately prior to the termination and disregarding whether any termination has taken or may take effect by an independent valuator acceptable to the Licensee and the Commission, experienced in the field of valuation of businesses of the same kind as that of the Licensee.

25. EXERCISE OF POWERS

25.1 In exercising any power granted to the Commission in terms of this licence the Commission shall

- (a) act reasonably having regard to all surrounding circumstances;
- (b) prior to exercising such power afford the Licensee every reasonable opportunity to make representations to the Commission in respect of all relevant issues; and
- (c) at the request of the Licensee furnish written reasons for any decision so made.