

LINKAFRICA (PTY) LTD
COMPLAINTS PROCEDURES

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COMPLAINTS PROCEDURES

Definitions

1. **“Billing Dispute”** means an instance where a Customer states in good faith that their bill contains incorrect charges, payments or adjustments. Billing Disputes are a specific form of Complaint dealt with only in terms of the Billing Disputes Procedure set out herein.
2. **“Billing Dispute Notice”** means a formal, written notice submitted to LinkAfrica by the Customer in terms of this Procedure.
3. **“Billing Disputes Procedure”** mean the Billing Disputes Procedure set out herein for the initiation and resolution of Billing Disputes.
4. **“Billing Enquiry”** means the situation where the Customer seeks information or clarification relating to an invoice issued by LinkAfrica. including without limitation seeking clarification of charges or sources of usage. For the avoidance of doubt, a Billing Enquiry is not a Billing Dispute.
5. **“Business Day”** means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.
6. **“Complaint”** means a formal, written expression of dissatisfaction or grievance made by a Customer in terms of the General Complaints Procedure, but does not include a request for information or a Billing Dispute. Complaints are dealt with only in terms of the General Complaints Procedure set out herein.
7. **“Customer”** means a LinkAfrica subscriber or potential subscriber.

General Complaints Procedure

8. This Procedure applies to all Complaints other than Billing Disputes, which are dealt with in terms of the Billing Dispute Procedure set out below.
9. The Customer is required to direct a formal Complaint to legal@linkafrica.co.za.
10. The Complaint is required to be accompanied by the following:
 - 10.1. The Customer’s full particulars and contact details;
 - 10.2. The Customer’s relationship with LinkAfrica, together with any customer reference numbers or details which may be applicable;
 - 10.3. A statement of the reasons for the Complaint, with enough detail to allow LinkAfrica to assess these; and
 - 10.4. Any relevant evidence or documentation the Customer wishes to submit in support of the Complaint.
11. Following the ICASA Code of Conduct Regulations, LinkAfrica will:
 - 11.1. Acknowledge receipt of the Complaint within three (3) Business Days of the Complaint and allocate a reference number; and
 - 11.2. Determine an outcome for the Complaint and communicate this to the Customer in writing within fourteen (14) Business Days of receipt of the Complaint.

Billing Disputes Procedure

General

12. Billing Enquiries should be directed to legal@linkafrica.co.za, and Complaints not related to Billing Disputes are dealt with under the General Complaints Procedure set out above.
13. The Customer expressly acknowledges and agreed that:
 - 13.1. Any charge recorded on an invoice which is not submitted in accordance with this Billing Disputes Procedure is payable in full to LinkAfrica by the due date of that invoice;
 - 13.2. An amount that is not in dispute (“Undisputed Amount”) cannot be withheld for any reason, including without limitation when that amount is on an invoice together with an amount that is in dispute (“Disputed Amount”);
 - 13.3. The Billing Disputes Procedure is only triggered when LinkAfrica receives a Billing Dispute, and it is only after this that the Customer may withhold payments of the Disputed Amount only as set out in clause 17; and
 - 13.4. Billing Enquiries, Complaints and requests for information are not considered to be Billing Disputes and do not trigger this Billing Disputes Procedure. Billing Enquiries should be directed to legal@linkafrica.co.za, Complaints are dealt with under the General Complaints Procedure set out above, and requests for information can be sent to legal@linkafrica.co.za.
14. Please note that LinkAfrica will not entertain any Billing Dispute based on unauthorised use of the services or on unauthorised use of the services by a third party, as it is the Customer’s responsibility to safeguard access to the services received by the Customer and to use such services in the manner set out in the terms and conditions applicable thereto.

Customer Acknowledgements

15. The Customer expressly agrees to allow LinkAfrica to attempt settlement of any Billing Dispute within fourteen (14) Business Days before raising a dispute with any third party, credit card, LinkAfrica or bank. LinkAfrica requires and Customer expressly agrees that LinkAfrica will be the first option in Billing Disputes. Should LinkAfrica receive a chargeback or other reversed charge from a third party, credit card LinkAfrica or bank on behalf of the Customer before LinkAfrica has been given a chance to resolve the Billing Dispute, then LinkAfrica has the right to collect on the rendered services and any fees associated with those charges.
16. Not all Billing Disputes may be settled to the Customer's satisfaction. Once this Billing Disputes Procedure has been exhausted, a Customer may use any third party, credit card LinkAfrica or bank in an attempt to settle the dispute. However, LinkAfrica still retains the right to collect on any rendered services or fees that are due. Should LinkAfrica be unable to reverse any disputed amounts with a third party, credit card LinkAfrica or bank, LinkAfrica will submit the full delinquent amount for collection.

Withholding the Disputed Amount

17. The Customer may only withhold payment of a Disputed Amount where LinkAfrica receives a valid Billing Dispute Notice relating to such Disputed Amount at least five (5) Business Days prior to the due date recorded on the relevant invoice.

Initiating Billing Disputes

18. A Billing Dispute Notice may be lodged in the manner set out herein until the passing of thirty (30) calendar days from the date of the relevant invoice.
19. The Customer is required to direct a formal Billing Dispute Notice to legal@linkafrica.co.za.
20. The Billing Dispute Notice is required to be accompanied by the following:
 - 20.1. The Customer's full particulars and contact details;
 - 20.2. The Customer's relationship with LinkAfrica, together with any customer reference numbers or details which may be applicable;
 - 20.3. Invoice number and date;
 - 20.4. The amount in dispute ("the Disputed Amount");
 - 20.5. The amount not in dispute ("the Undisputed Amount");
 - 20.6. A statement of the reasons for the Billing Dispute, with enough detail to allow LinkAfrica to assess these; and
 - 20.7. Any relevant evidence or documentation the Customer wishes to submit in support of the Billing Dispute.

Response to Billing Dispute Notice

21. In terms of the ICASA Code of Conduct Regulations, LinkAfrica will acknowledge receipt of the Billing Dispute Notice within three (3) Business Days and allocate a reference number.
22. LinkAfrica shall provide a formal response with its determination to the Billing Dispute Notice within fourteen (14) Business Days following receipt of the Billing Dispute Notice.
23. LinkAfrica may request additional information or documentation from the Customer lodging the Billing Dispute Notice, which information or documentation is reasonably required to assist LinkAfrica in making a determination in the matter. The Customer shall provide such information or documentation as soon as possible, and the running of the fourteen (14) Business Day period will be suspended until such time as the requested information or documentation has been received by LinkAfrica.
24. LinkAfrica's will assess the Billing Dispute, and send to the Customer its response (and reasons for such determination), which shall take one of the following forms:
 - 24.1. A confirmation that the Billing Dispute is valid, and a statement indicating such adjustments as may be necessary;
 - 24.2. A rejection of the Billing Dispute Notice on the basis that:
 - The Billing Dispute Notice was not received by LinkAfrica within thirty (30) calendar days of the date of the relevant invoice, as required in clause 17;

- The Billing Dispute Notice does not contain all of the information required, as set out in clause 20, or was not submitted in the required manner, as set out in clause 19;
- The Customer has not made payment of any Undisputed Amounts, and does not have the right to withhold payment of any Disputed Amounts in accordance with clause 17.
- LinkAfrica has confirmation from the Customer that the Billing Dispute which is the subject of the Billing Dispute Notice has been resolved;
- The Customer is disputing any charges on the basis of unauthorised use of the services or on unauthorised use of the services by a third party; or
- LinkAfrica reasonably believes that the Customer does not have a bona fide dispute in relation to Billing Dispute submitted.

24.3. Any alternate resolution that LinkAfrica deems appropriate.

Response Implications

25. If stipulated is LinkAfrica's response in terms of clause 24 that the Customer must make payment of the Disputed Amount or a portion thereof, the Customer must pay the Disputed Amount or such indicated portion within five (5) Business Days of the date of the LinkAfrica's response.
26. If stipulated under LinkAfrica's response in terms of clause 24 that LinkAfrica must withdraw the Disputed Amount or refund a fee already paid, LinkAfrica must as soon as practicable:
- 26.1. Provide the Customer with a statement reflecting the adjustment to their account. It is intended that this adjustment will be contained on the next invoice issued to the Customer, but the parties acknowledge that this may be delayed due to timing issues with the response and LinkAfrica's standard billing terms; or
- 26.2. Credit any Disputed Amount already paid by the Customer.

Continued Service Provision

27. LinkAfrica will not disconnect a service provided to the Customer which is the subject of a Billing Dispute Notice, or take adverse collection procedures or impose late payment penalties or charges, while attempting to resolve a Billing Dispute lodged in terms of the Billing Disputes Procedure and until such time as LinkAfrica has reached a determination and communicated this to the Customer, provided that Undisputed Amounts are paid timeously.
28. LinkAfrica reserves the right, however, to take such measures mentioned in clause 27 immediately:
- 28.1. Where a determination of the Billing Dispute has been made and communicated to the Customer; or
- 28.2. Where the Customer has indicated that they are unable to pay the invoice or bill, or have filed or are the subject of any application to court for sequestration or liquidation, or otherwise seek to reach a formal arrangement with their creditors.
29. Subject only to the above, the rights and obligations of each party under the Billing Disputes Procedure continue pending resolution of a Billing Dispute invoked under this Billing Disputes Procedure. For the avoidance of doubt, this includes that LinkAfrica shall continue to have the right to terminate or suspend the service in accordance with LinkAfrica's rights under the agreement that the Customer has with LinkAfrica.

Confidentiality

30. Neither party shall use any information obtained from the other party during the course of any process invoked under the Billing Disputes Procedure for any purpose other than the resolution of the particular Billing Dispute.

Referral of Complaints to ICASA

31. If the Customer is not happy about the outcome of a Complaint or a Billing Dispute, the Customer has the right to escalate it to ICASA. If ICASA are not able to resolve the matter it may be referred to the ICASA Complaints and Compliance Committee for adjudication.
32. Please note that in terms of the ICASA Code of Conduct Regulations 2008, the Customer must give LinkAfrica an opportunity to resolve the matter within the period specified in this Complaints Procedure before the Customer may escalate the Complaint or Billing Dispute to ICASA.
33. ICASA can be contacted in the following ways:
 - 33.1. telephone: 011 566 3000;
 - 33.2. fax: 011 444 1919; and/or
 - 33.3. email: consumer@icasa.org.za

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