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THE ELECTRONIC AND POSTAL COMMUNICATIONS ACT  
(CAP.306)

REGULATIONS

THE ELECTRONIC AND POSTAL COMMUNICATIONS  
(CONSUMER PROTECTION) REGULATIONS, 2011

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THE ELECTRONIC AND POSTAL COMMUNICATIONS  
(CONSUMER PROTECTION) REGULATIONS, 2011

REGULATIONS

*(Made under section 165)*

PART I  
PRELIMINARY PROVISIONS

- Citation 1. These Regulations may be cited as the Electronic and Postal Communications (Consumer Protection) Regulations, 2011.
- Application 2. These Regulations shall apply to electronic and postal communications licensees.
- Interpretation 3. In these Regulations unless the context otherwise requires-
- Cap.306 “Act” means the Electronic and Postal Communications Act;
- Cap.172 “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;

“contract of services” means an agreement entered into between the licensee and the customer for the provision of the licenced services;

“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 to enable the user of the mobile telephone 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 language.

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) 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;
- (d) 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;
- (e) the quality of services offered, service delivery time and any service areas covered
- (f) 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;
- (g) fully responsible for the effective performance of the entire services including service support, maintenance, complaints handling, dispute resolution and other administrative requirements;
- (h) 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;
- (i) 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;
- (2) 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 or Regulations.

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) does not contravene quality of service obligations;
- (b) does 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 tele-marketing, sms-marketing and 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;
- (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  
Nature

8. Complaints of broadcasting nature shall be reported to, and; considered and handled by the content committee in accordance with the applicable rules and procedures.

Consumer  
billing,  
charging,  
collection and  
credit  
practices

- 9.-(1) A licensee shall be required to 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) methods of contact for complaints and billing inquiries; and
  - (k) any call charges applicable for complaints and billing inquiry calls.

(3) A licensee shall not charge consumers for 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) Licensees 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; provided that the said terms are clearly and fully outlined in a manner and in one of the official languages of the United Republic that he comprehends with no ambiguity or hidden facts whatsoever.

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

### PART III COMPLAINTS HANDLING

Licensee complaints handling process

11.-(1) A licensee shall provide information to consumers about how to handle its complaints processes in various media and formats, as may be specifically directed by the Authority from time to time.

(2) The process of handling a complaints in various media and their formats shall be determined by the Authority from time to time.

(3) A licensee shall be required to-

- (a) establish and maintain complaint procedures;
- (b) keep record and report of complaints handled;

(4) Complaints handling processes shall include information on the following-

- (a) consumers' right to complain;
- (b) licensee's contacts;
- (c) documentary evidence to support the complaints;
- (d) that the complaints process is free of charge

(5) A licensee shall take appropriate measures to ensure that persons with physical disabilities or other special need groups are able to access the premises and complaint handling processes.

(6) 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 by which the decision may be examined by a suitably qualified person in the licensee's organization.

(7) Where the consumer has already been 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.

(8) In the event that a complaint has not been resolved to the consumer's satisfaction as a result of any escalation process within sixty days of being communicated to the licensee, the licensee shall inform the consumer that he may refer the complaint to the Authority in the prescribed form specified in the Schedule to these Regulations.

#### PART IV CUSTOMER CALL CENTRE AND WALK-IN CENTRE

Requirements  
for  
establishing  
call centre  
and walk-in  
centres

12.-(1) An electronic communications licensee shall be required to establish a call centre that is for accessible twenty four hours and free of charge as per quality of service parameters.

(2) All communications licensees shall establish walk-in customer care centres to assist customers including facilities for disabled persons.

(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.

Penalties

13. 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 not exceeding three months or to both.

Revocation  
G.N. No. 271  
of 2005

14. The Tanzania 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)**

\_\_\_\_\_ Kumbu/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.

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 osa 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  
29<sup>th</sup> November., 2011

**MAKAME M. MBARAWA**  
*Minister for Communication,  
Science and Technology*