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# GENERAL NOTICE

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## NOTICE 1794 OF 2007



### INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

#### **ELECTRONIC COMMUNICATIONS FACILITIES LEASING REGULATIONS PURSUANT TO CHAPTER 8 OF THE ELECTRONIC COMMUNICATIONS ACT NO. 36 OF 2005 (THE ACT)**

1. The Independent Communications Authority of South Africa ("the Authority") hereby gives notice in terms of section 4(4) of the Electronic Communications Act No. 36 of 2005 ("the Act") of its intention to prescribe Electronic Communications Facilities Leasing Regulations pursuant to Chapter 8 of the Act.
2. Interested persons are invited to submit written representations on these draft Regulations by **11 February 2008** (no extensions will be granted) by post, hand delivery, facsimile transmission, or electronic transfer (in Microsoft Word) for the attention of:

Ms N Batyi  
Project Leader  
ICASA  
Private Bag X10002  
Sandton  
2146

or Block A  
Pinmill Farm  
164 Katherine Street  
Sandton

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3. Persons making written representations are notified that No public hearings will be held with respect to these draft regulations.
4. All written representations submitted to the Authority pursuant to this notice will be made available for inspection by interested persons at the Authority's library and copies of such representations may be obtained on payment of the prescribed fee.
5. At the request of any person who submits written representations pursuant to this notice, the Authority will determine whether such representations or any portion thereof is confidential in terms of section 4D of the ICASA Act. If the request for confidentiality is refused, the person making the request will be allowed to withdraw such representations or portion thereof.
6. The final regulations will be published in the Government Gazette

**PARIS MASHILE  
CHAIRPERSON**

## ELECTRONIC COMMUNICATIONS FACILITIES LEASING REGULATIONS

### Definitions

In these Regulations, any word or expression to which a meaning is assigned in the Electronic Communications, 2005 (Act No. 36 of 2005) "the Act" or the Independent Communications Authority of South Africa Act No. 13 of 2000, as amended shall have the meaning assigned to it unless otherwise specified.

**"Access charges"** means the calculated costs inclusive of VAT, based upon the forward-looking long-run average incremental costs for providing access to an electronic communications facility;

**"Access Standards Committee" (ASC)** is a forum of industry players whose role is to provide a framework for the technical feasibility of facilities leasing.

**"Act"** means the Electronic Communications Act of 2005

**"Directly Attributable Costs"** means costs that can be directly and unambiguously related to a single network service, retail or wholesale business unit, to the individual services provided by these units, or the regulated segment within each business unit.

**"Distant co-location"** is where a person houses its equipment away from the exchange (or MSC) and uses an external tie cable to connect the exchange (or MSC) with this remote site.

**"Electronic Communications Facilities Leasing Agreement"** means an agreement entered into between or amongst a person providing electronic communications facilities and a person seeking electronic communication facilities.

**"Facilities Leasing Information"** means information relevant to Facilities Leasing that is in the possession or control of the person providing electronic communications facilities and that may assist the Person seeking Facilities to:

- (a) formulate a request for Facilities; or
- (b) plan, establish, or maintain its ECNS for obtaining Facilities Leasing.

Facilities Leasing Information includes but is not limited to:

- (a) technical specifications of the electronic communications system;
- (b) physical infrastructure associated with facilities leasing

Facilities Leasing Information also includes any material changes to Facilities Leasing Information that may affect the Facilities Leasing arrangements or plans of persons seeking Facilities or the services such persons provide or intend to provide by means of that Facilities Leasing.

**“Fully allocated cost”** is a basis of accounting whereby all of an entity's costs are attributed fully to products and services and/or segments, as defined in the COA/CAM regulations.

**“Person providing Electronic Communications Facilities”** means an ECNS licensee who has been declared to have SMP.

**“Person seeking Electronic Communications Facilities”** means any person seeking to obtain electronic communications facilities from an ECNS licensee.

**“Physical co-location”** means the environment where telecommunication equipment owned by more than one person is installed on the same floor or in the same building.

**“Physical infrastructure”** means buildings, masts, power systems, air conditioning and other physical mechanisms for getting access to or providing Facilities.

**“Reference Electronic Communications Facilities Leasing Offer”** (RECFLO) means a standard contract containing terms and conditions offered by a person with Significant Market Power (SMP) providing Facilities.

**“Technically feasible”** means the technical specifications of the electronic communication system that allows access to network elements and associated electronic communications facilities. This is distinct from access to physical infrastructure.

### **Purpose of Regulations**

- 1.1. These Regulations detail the procedures to be followed by ECNS licensees that are declared to have Significant Market Power (SMP). Such operators are obliged to publish a Reference Electronic Communications Facilities Leasing Offer (RECFLO). Persons with SMP are obliged to provide transparent and cost based pricing.
- 1.2. These Electronic Communications Facilities Leasing Regulations are intended to facilitate the conclusion of Electronic Communications Facilities Leasing Agreements with persons with SMP, by stipulating agreement principles, providing for time frames and procedures to be followed by the persons to Electronic Communications Facilities Leasing and the filing of agreements and review thereof by the Authority.
- 1.3. These Regulations also specify dispute resolution processes by stipulating time frames and procedures to be followed in the event of a dispute.

## Obligation to Lease Electronic Communications Facilities

- 2.1. All ECNS licensees with SMP are required to lease and provide electronic communications facilities in terms of section 43 (1) of the Act have an obligation to lease and provide electronic communications facilities to all licensees or persons providing services unless such request is technically unreasonable. Other ECNS without SMP designation are exempted from the obligation to lease their electronic communications facilities.
- 2.2. An ECNS licensee with SMP cannot refuse to lease electronic communications facilities on financial feasibility or economic efficiency grounds.

## Requests for Electronic Communications Facilities Leasing

- 3.1. A Person seeking Electronic Communications Facilities must make its request for Electronic Communications Facilities to an ECNS licensee providing electronic communications facilities in writing and the request must be dated accordingly and also detail the scope of the request.

## Significant Market Power

This section applies to all ECNS licensees that are found to have SMP in accordance with Chapter 10 of the Act.

- 4.1. *Reference Electronic Communications Facilities Leasing Offer (RECFLO)*
  - (a) Following a declaration of SMP, all persons required to submit a RECFLO must do so within ninety (90) days of such SMP declaration.
  - (b) RECFLOs must include terms and conditions mentioned in Regulation 6 and abide by these Electronic Communications Facilities Leasing Regulations, including the Agreement Principles.
  - (c) The Authority must review a RECFLO filed with it within twenty (20) days, to ensure that it is consistent with the Act and these Electronic Communications Facilities Leasing Regulations, including the Agreement Principles.
  - (d) If the Authority determines that the RECFLO is consistent with the Act and these Electronic Communications Facilities Leasing Regulations, it will approve it and make it publicly available in its library and on its website.

- (e) If the Authority determines that the RECFLO or any term or condition thereof is not consistent with the Act or these Regulations, the Authority will refer the RECFLO back to the person submitting such RECFLO and direct the person to amend the terms and conditions so that they are consistent with the Act and these Electronic Communications Facilities Leasing Regulations, within a period determined by the Authority which may not exceed twenty (20) days.
- (f) If the Authority determines that the amended RECFLO filed with it in terms of Regulation 4.1(e) or any term or condition thereof is inconsistent with the Act or these Electronic Communications Facilities Leasing Regulations, the Authority will impose terms and conditions consistent with the Act and these Facilities Leasing Regulations for inclusion in that RECFLO within twenty (20) days.
- (g) If the Authority determines that the amended RECFLO is consistent with the Act and these Electronic Communications Facilities Leasing Regulations, it will approve it and make it publicly available in its library and on its website within twenty (20) days.
- (h) Following approval by the Authority of a RECFLO, within five (5) days, the person must make the RECFLO publicly available by publishing the RECFLO on its website and by providing a copy immediately on request by any person.
- (i) Notwithstanding the approval of a RECFLO, if a person is of the opinion at any time that a term or condition of a RECFLO is inconsistent with the Act or these Regulations, the Authority may review that term or condition.
- (j) A person may amend its RECFLO from time to time in accordance with the procedure set out in Regulation 4.1 above.

### **Agreement Principles**

The following principles must inform the terms and conditions of Electronic Communications Facilities Leasing Agreements:

#### *5.1. Quality of Service*

- (a) An Electronic Communications Facilities Leasing Agreement must contain service levels regarding, but not limited to, availability, performance, and time to repair and restore, that reflects good Electronic Communications Facilities Leasing practice and provide reasonable remedies and penalties for any failure to meet those service levels.



- (b) The persons to an Electronic Communications Facilities Leasing Agreement must comply with all relevant standards of the International Telecommunication Union, and such other technical standards as the Authority may prescribe from time to time.

### 5.2. *Pricing*

- (a) A person who is deemed to have SMP in a particular market must provide Electronic Communications Facilities based on the forward-looking long-run average incremental costs of an efficient operator, unless:
- The person with SMP in a particular market and a person who requests electronic communications facilities may agree on another basis for the determination of access charges.
- (b) Any other basis for access charges may be used as determined by the Authority from time to time.
- (c) Implementation of Long Run Average Incremental Cost will be based on regulatory financial information submitted to the Authority by a person designated as having SMP and who has already complied with the guidelines set out in the COACAM Regulations.
- (d) Where a person with SMP is not obliged to submit regulatory financial information pursuant to the COACAM Regulations, there will be a transition phase between current charges and implementation of Long Run Average Incremental Cost of twenty-four (24) months from the date of SMP determination.
- (e) Within the transitional phase detailed in regulation 12.2 (b)(v), a person who has been designated as having SMP must charge an average unit cost, or fully allocated unit cost standard, as defined in COA/CAM Regulations.

### 5.3. *Co-Location and Sharing of Electronic Communications Facilities*

- (a) Where a Person seeking Electronic Communications Facilities requests co-location or the sharing of Electronic Communications Facilities, such co-location and sharing of Electronic Communications Facilities must be provided unless it is not technically feasible to do so.
- (b) If the request for co-location or the sharing of Electronic Communications Facilities is not physically feasible, an alternative location or facilities proximate to the co-located site or shared facilities must be identified and provided by the person providing electronic communications facilities.

- (c) In the case of a dispute over the technical feasibility of co-location or the sharing of Electronic Communications Facilities, a Person may notify the Authority of an unwillingness or inability to negotiate or agree dispute in terms of Regulation 10.
- (d) Where the person providing electronic communications facilities disputes the technical feasibility of providing these facilities, the Authority may consult with the ASC.

#### 5.4. *Transparency*

- (a) Charges for Electronic Communications Facilities Leasing must be sufficiently unbundled so that a Person seeking Electronic Communications Facilities Leasing does not have to pay for anything it does not require.
- (b) Charges for Electronic Communications Facilities Leasing may not exceed retail charges for the provision of substantially similar services.
- (c) After the Authority has determined that an Electronic Communications Facilities Leasing Agreement is consistent with these Regulations as required by section 39(4) of the Act and these Electronic Communications Facilities Leasing Regulations, the Persons to an Electronic Communications Facilities Leasing Agreement must, within twenty (20) days, make the Electronic Communications Facilities Leasing Agreement publicly available, including the rates and charges, by publishing the Electronic Communications Facilities Leasing Agreement on the concerned persons' websites, and provide a copy immediately to any Person on request.

#### 5.5. *Non-discrimination*

- (a) These non-discrimination principles apply in respect of negotiation and conclusion of Electronic Communications Facilities Leasing Agreements, in respect of the terms and conditions of Electronic Communications Facilities Leasing Agreements, and in respect of the implementation of Electronic Communications Facilities Leasing.
- (b) A person providing facilities must treat a person seeking facilities on non-discriminatory basis, and on no less favourable terms than the treatment that the person providing electronic communications facilities affords itself, its affiliates, and similarly situated persons seeking electronic communications facilities.
- (c) An ECNS licensee providing electronic communications facilities must treat a person seeking electronic communications facilities on a non-discriminatory basis, and on no less favourable terms than the treatment that the licensee providing electronic communications facilities affords its own ECNS, those of its affiliates, and those of similarly situated persons seeking electronic communications facilities.

- (d) Requests from persons seeking electronic communications facilities, including requests for additional electronic communications facilities in terms of an Electronic Communications Facilities Leasing Agreement, must be dealt with in the order in which they are received.

### **Required terms and conditions of Electronic Communications Facilities Leasing Agreements**

An Electronic Communications Facilities Leasing Agreement must deal with the following items:

- 6.1. *Definitions of terms and abbreviations*
- 6.2. *Scope of Electronic Communications Facilities Leasing*
  - (a) A description of the purpose of the Electronic Communications Facilities Leasing
  - (b) A description of the scope and specifications of the Electronic Communications Facilities Leasing
  - (c) Mechanisms for changes to the purpose, scope and specifications of the Electronic Communications Facilities Leasing
- 6.3. *Infrastructure Sharing and Co-location*
  - (a) Availability
  - (b) Sharing of infrastructure and co-location procedures
  - (c) Supplementary services, such as power supply
  - (d) Physical access to Electronic Communications Facilities
- 6.4. *Payment terms and conditions*
- 6.5. *Charges*
  - (a) Detail of components of charging, separately
- 6.6. *Quality of Service/ Service Levels*
  - (a) Service levels / quality of service obligations
  - (b) Penalties
  - (c) Testing and maintenance
  - (d) Fault reporting
  - (e) System protection and safety measures
- 6.7. *Commencement and Termination*
  - (a) Date of commencement
  - (b) Grounds for termination
  - (c) Termination procedures

## **Negotiation and Conclusion of Electronic Communications Facilities Leasing Agreements**

- 7.1. Where an ECNS licensee providing Electronic Communications Facilities Leasing does not consider a request for Electronic Communications Facilities Leasing to be unreasonable, the person providing electronic communications facilities leasing must respond to the Person seeking facilities within two (2) days of the request for Electronic Communications Facilities Leasing, and propose a reasonable schedule for negotiations and the conclusion of a Electronic Communications Facilities Leasing Agreement.
- 7.2. Where a RECFLO is required, there is no obligation on the Person seeking Electronic Communications Facilities Leasing to agree to the terms and conditions of the RECFLO.
- 7.3. An Electronic Communications Facilities Leasing Agreement must be entered into no later than sixty (60) days after the Person seeking facilities makes a request to a Person providing Facilities.
- 7.4. If however, a dispute regarding reasonableness has been notified to the Authority, an Electronic Communications Facilities Leasing Agreement must be entered into no later than fifteen (15) days after the Authority determines the dispute.
- 7.5. The Authority may extend these time periods on request of the person providing Electronic Communications Facilities Leasing on good cause shown, but any request must be made before the expiration of the 60 or 15 days period as the case may be, and any extension must not exceed a total of ninety (90) days from the date of the request for Electronic Communications Facilities Leasing.
- 7.6. In the event that the Authority intends to refer the dispute to the CCC for adjudication, it will allow the Person that did not file the dispute with the Authority an opportunity to make written representations to the Authority within ten (10) days. A copy of the written representations submitted to the Authority must be simultaneously provided to the other Person.
- 7.7. The Person that did not refer the dispute must reply within five (5) days. A copy of the written reply submitted to the Authority must be simultaneously provided to the other Person.
- 7.8. The Authority may then refer the matter to the CCC for adjudication in accordance with section 37(4)(c) of the Act.

- 7.9. The CCC must within twenty-one (21) days of receiving the complaint make a decision in terms section 40(3) of the Act. Such decision may include the imposition of terms and conditions.

### **Filing of Electronic Communications Facilities Leasing Agreements**

- 8.1. As soon as is practicable, but no later than five (5) days after the conclusion of an Electronic Communications Facilities Leasing Agreements, the persons must file a duplicate original signed Electronic Communications Facilities Leasing Agreements with the Authority in accordance with section 39 of the Act.
- 8.2. The Electronic Communications Facilities Leasing Agreements filed with the Authority must contain all the terms and conditions of the agreement between the persons related to electronic communications facilities leasing and associated matters, and no amendments or cancellation will be of any force or effect unless they are in writing, signed by the persons and approved by the Authority in terms of the Act and these regulations.
- 8.3. Where applicable, if the Electronic Communications Facilities Leasing Agreement differs in any respect from the RECFLO of the person providing facilities, the persons to the Electronic Communications Facilities Leasing Agreement must, simultaneous with the filing of the Electronic Communications Facilities Leasing Agreement, file a notice detailing how the terms and conditions of the Electronic Communications Facilities Leasing Agreement differs from the RECFLO.
- 8.4. Within twenty (20) days of the determination of compliance with these Regulations, the persons to the Electronic Communications Facilities Leasing Agreements must publish Electronic Communications Facilities Leasing Agreements on their website(s).

### **Requirements for the Submission of Information to the Authority from persons providing Electronic Communications Facilities**

- 9.1. For the purposes of facilitating the monitoring and compliance with the applicable Electronic Communications Facilities Leasing principles, the Authority may require a person providing a facility to prepare and disclose the relevant information regarding the operations and behaviour of any aspect of its operations by the Authority.
- 9.2. The Authority may direct any person providing Electronic Communications Facilities to submit the relevant information within fourteen (14) days upon request by the Authority.

## **Review of Electronic Communications Facilities Agreements by the Authority**

- 10.1. The Authority will review Electronic Communications Facilities Leasing Agreements to ensure that they are consistent with the Act and these Regulations, including the agreement principles.
- 10.2. If consistent with the Act and these Regulations, within twenty (20) days of the filing of the Electronic Communications Facilities Leasing Agreement with the Authority, or such longer period as may be reasonably necessary in the circumstances, the Authority and the persons to the agreement will publish the approved Electronic Communications Facilities Leasing Agreement on their websites and the Authority will also make copies available in its library.
- 10.3. Where the Authority determines that the Electronic Communications Facilities Leasing Agreement or any term or condition thereof is not consistent with the Act or these Electronic Communications Facilities Leasing Agreement, the Authority may direct the persons to the Electronic Communications Facilities Leasing Agreement to agree on different terms and conditions that are consistent with the Act and these Regulations, within a period determined by the Authority which may not exceed twenty (20) days.
- 10.4. Once the Authority has published its determination that the Electronic Communications Facilities Leasing Agreement or any term or condition is inconsistent with the Act or these Regulations, the Electronic Communications Facilities Leasing Agreements will be ineffective and unenforceable in terms of section 39(2) of the Act.
- 10.5. If the persons to the Electronic Communications Facilities Leasing Agreement are unable to agree on different terms and conditions that are consistent with the Act and these Regulations within the period specified by the Authority, the Authority must impose terms and conditions within twenty-one (21) days after the inability to agree on the terms and conditions.
- 10.6. If the persons to the Electronic Communications Facilities Leasing Agreement are able to agree on different terms and conditions within the period specified by the Authority, the persons must before the expiration of the time period, file a duplicate original signed Electronic Communications Facilities Leasing Agreement, along with a notice detailing the differences in the terms and conditions from the previously filed Electronic Communications Facilities Leasing Agreements, to be reviewed by the Authority.

## **Implementation of Electronic Communications Facilities Leasing Agreements**

- 11.1. The person providing Electronic Communications Facilities must implement Electronic Communications Facilities Leasing as soon as is practicable, but within a period not exceeding ninety (90) days or such other longer period requested by the Person seeking Facilities Leasing.
- 11.2. The implementation of Electronic Communications Facilities Leasing for a Person seeking Electronic Communications Facilities, including in response to requests for additional facilities information in terms of an Electronic Communications Facilities Leasing Agreement, must be given priority over the implementation of Electronic Communications Facilities Leasing in response to later received requests for Electronic Communications Facilities Leasing.

## **Disputes regarding the technical reasonableness of requests to Lease Electronic Communications Facilities**

- 12.1. Where a dispute arises in respect of any obligation contained in this Regulation, the persons engaged in disputes which are to be referred to the Authority must have made reasonable attempts, in good faith, to resolve such dispute through negotiation, mediation and arbitration.
- 12.2. Where the person providing Electronic Communications Facilities Leasing disputes the technical feasibility of Electronic Communications Facilities Leasing, the Authority may consult with the Access Standards Committee (ASC). The constitution and formation of this committee is detailed in the Interconnect Regulations.
- 12.3. The ASC may provide input on the technical standards for the RECFLO. The conclusions of the Committee on the technical standards of a RECFLO must be submitted to the Authority within sixty (60) days of the promulgation of these regulations.
- 12.4. The Authority is not obligated to take the recommendations of the ASC into account in its deliberations.
- 12.5. The obligation to prove that Electronic Communications Facilities Leasing is technically non-feasible is upon the person providing electronic communications facilities.

- 12.6. Where a person providing Electronic Communications Facilities Leasing disputes the reasonableness of a request for Electronic Communications Facilities, that Person must notify the Person seeking Electronic Communications Facilities in writing within five (5) days of the request, indicating the reason why it disputes the reasonableness of the request, and why the request is not technically feasible.
- 12.7. In the event the person providing Facilities does not notify the Person seeking electronic communications facilities, as required by Regulation 12.6, the request for Facilities may be deemed to be reasonable.
- 12.8. In case the request for Electronic Communications Facilities Leasing is in respect of the same or substantially similar Electronic Communications Facilities Leasing Agreements provided to other persons, the request may be deemed to be reasonable.
- 12.9. If a person providing Electronic Communications Facilities Leasing notifies the Person seeking Electronic Communications Facilities as required by Regulation 12.6, the Person seeking Electronic Communications Facilities must notify the Authority in writing of a reasonableness dispute.
- 12.10. Any dispute regarding Electronic Communications Facilities Leasing must be submitted to the Authority in the following manner:
  - (a) The scope of the dispute must be clear;
  - (b) There must be a written statement by a ECNS licensee serving to indicate the obligation imposed on a person providing Electronic Communications Facilities Leasing arising from this Regulation to which the dispute relates;
  - (c) The ECNS licensee must indicate its preferred remedy;
  - (d) The ECNS licensee must indicate the adverse effect which may be reasonably anticipated to accrue as a result of the failure to resolve the dispute, and
  - (e) Dispute resolution proceedings are deemed to be initiated upon receipt by the Authority of the notice of a dispute.



- 12.11. The Authority may in relation to any access dispute referred under these Regulations direct that the persons implement an interim arrangement for access which the Authority may consider appropriate, having regard to the nature of the dispute. Such arrangement may include prices and any other term and conditions for facilitating communications facilities leasing access.
- 12.12. Any interim arrangement must be instituted by the persons within a reasonable period or as set by the Authority and must continue until such time as the dispute has been finally resolved.
- 12.13. The Authority will consider any submissions as may be made by the persons to the dispute in the formulation of an appropriate arrangement, subject to timeframes as the Authority may at its sole discretion determine.

#### **Resolution of disputes by the Authority regarding electronic communications facilities leasing**

- 13.1. The period within which the Authority will endeavour to resolve referred disputes commences upon a date determined by the Authority once it is satisfied with the compliance of the requirements detailed in 11(a) and (b) below.
  - (a) Upon receipt of a dispute referral, the Authority will determine whether or not such referral amounts to a dispute, and
  - (b) Whether the information contained in the referral is adequate for the Authority's consideration.
- 13.2. The Authority will within seven (7) days of receipt of a dispute referral notify the person providing electronic communications facilities of the following:
  - (a) A copy of the dispute, and
  - (b) The commencement of the period for the resolution of the dispute.
- 13.3. Upon the commencement of the period for the resolution of a referred dispute, the scope of such a referred dispute may not be modified without the agreement of the persons to the dispute.
- 13.4. Upon the commencement of the period for the resolution of a referred dispute, the persons to a referred dispute will be required to respond to the following within a period of seven (7) days:

- (a) Request for additional information;
  - (b) Any meetings to be convened by the Authority,
  - (c) Any other requirements that may be stipulated by the Authority within the period for the resolution of the dispute.
- 13.5. The Authority will, where it determines that it has sufficiently considered all information presented by the persons to the referred dispute or any other interested person, publish a draft direction detailing the following:
- (a) The manner in which the referred dispute has been resolved;
  - (b) Invitation to the persons to the referred dispute to submit written representations on the adequacy of the draft resolution of the referred dispute within fourteen days, and
  - (c) The proposed date for implementation of any proposed remedies.
- 13.6. Upon determining the commencement date of the dispute, the Authority will thereafter within thirty (30) days publish on the Authority's website, and provide a copy in its library, a final direction for the resolution of the referred dispute.
- 13.7. The directions determined by the Authority shall not preclude either person from instituting an action before a competent court of law.

### **Contravention of Electronic Communications Facilities Leasing Agreements**

- 14.1. A person to a dispute arising under an Electronic Communications Facilities Leasing Agreement that has been filed with the Authority may notify the CCC of the dispute in terms of section 40(1) of the Act, for adjudication. The notice must identify the persons, their contact details, and provide a factual description of the dispute and include any relevant evidence or information.
- 14.2. Within five (5) days of receipt of the dispute notification, the CCC will provide the other Person or persons a copy of the dispute notice, and afford the other Person or persons the opportunity to make written representations, including any relevant evidence, to the CCC within ten (10) days.
- 14.3. A copy of the written representations submitted to the CCC must be simultaneously provided to the other Person or persons.

- 14.4. The notifying Person may reply in writing within five (5) days, to the other Person's or persons' written representations.
- 14.5. A copy of the written reply submitted to the CCC must simultaneously be provided to the other Person or persons.
- 14.6. The CCC must consider the matter and come to a decision within thirty (30) days in terms of section 40(3) of the Act.

### **Offences and Penalties**

- 15.1. A person who contravenes these Regulations or an order of the Authority in terms thereof, is guilty of an offence, and if convicted, is liable to a fine not exceeding ten (10) percent of the person's annual turnover over the period which the offence continued.
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