



L E S O T H O  
C O M M U N I C A T I O N S  
A U T H O R I T Y

# DRAFT POSTAL AND COURIER SERVICES RULES, 2024

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**LEGAL NOTICE NO. OF 2024**

**Lesotho Communications Authority (Postal and Courier Services) Rules, 2024**

Pursuant to section 5(l) (c),6(1) and 15(1)(a) of the Communications Act 2012,

**I,**

**NIZAM GOOLAM**

Chief Executive Officer of the Lesotho Communications Authority (LCA) make the following rules

## **PART I – PRELIMINARY**

### **1. PREAMBLE**

These Rules define the general basis for the development and operation of postal services in Lesotho, with a view of enabling the provision of quality services in an environment of fair competition and respect for the rights of consumers. The intention of these provisions is to ensure that the postal service requirements of individuals, public entities, and private entities in Lesotho are met in a manner that fosters the free and diverse development of postal services and related activities.

### **2. Citation and Commencement**

These rules may be cited as Lesotho Communications Authority (Postal and Courier Services) Rules, 2024 and shall come into operation on the date of publication in the Gazette.

### **3. Application and Scope**

These Rules shall apply to all postal and courier services licensees. The Authority shall issue the following categories of postal licences:

- a) Public postal licences to allow the holder thereof, being a public entity, to provide postal services;
- b) Postal services licences to allow the holder thereof, being a private commercial entity, to provide postal services;
- c) Courier services licences to allow the holder thereof to provide courier services; and
- d) Any other category that the Authority may determine from time to time.

### **4. Interpretation**

In these Rules, words have meaning assigned to them in the Act and unless the context otherwise requires -

"Act" means the Communications Act, 2012;

"Agent" it is an entity designated by the principal (licensee) to carry on the business of the licensee in its name and stead. It shall be registered in accordance with the laws of Lesotho;

"Applicant" means a natural or juristic person who has applied to the Authority requesting any authorisation;

“Authority” means Lesotho Communications Authority as established by the Act to regulate communications sector in Lesotho;

“Courier service” means service of delivering courier items from one place to another by courier service provider whose service characteristics includes fast delivery, end-to-end administrative or physical control of the courier shipment;

“Day” means working day unless otherwise specified

“Extra-Territorial Office of Exchange (ETOE)” means an office of exchange operated by or in connection with a postal licensee outside its national territory.

" fee" means emoluments levied by the Authority to licensees and applicants for licence application, renewal, registration for provision postal and/or courier services

“Hybrid mail” means a mail that is delivered using combination of electronic and physical delivery;

“Licensee” means a holder of a postal or courier licence issued by the Authority;

“Numismatic” means collection and studying various forms of money, including rare coins and currencies, tokens, medals and securities;

“Postal delivery” Postal delivery means the object, addressed in its final form, complying with the physical and technical specifications enabling it to be processed within a postal network, as well as to be delivered to the address indicated on the object itself or on its wrapping.;

“Post” means a system for the collection, dispatch, conveyance, handling and delivery of postal items by or through a public postal licensee;

“Postal” means a service of carrying letters, documents, and parcels from one place to another;

“Postal Network” means a set of human and material resources owned, organised and operated by an entity providing postal services for the purpose of ensuring the acceptance, processing, transport and distribution of postal items;

“Postal or Courier item” means a delivery of a message, goods or documents, a packet, package or parcel, article or object directed to a specific person or specific address by a licensee;

“Postal services” means -

- a) The service of conveying postal items from one place to another by post,
- b) The incidental services of receiving, collecting, and delivering postal items to door-to-door, roadside or other letterboxes; and
- c) Any other service which relates to, and is provided in conjunction with, any service within paragraph (a) or (b);

“Public interest” means demonstrable environmental, social, historical and economic benefits which would accrue to the public in general as a result of a proposed activity;

“Public Postal Network” means a postal network operated by the designated postal operator.

“Registered item” means a postal item registered by a Licensee before being sent and at each point along its route to safeguard against loss, theft or damage;

“Returned Office” means an office designated for the return of undelivered postal items;

“Undelivered postal item” means a postal item which for any reason has not been claimed by addressee;

“Universal Postal Service” means an offer of postal services that are provided with a specified level of quality, available at all points of the country, and intended to meet the communication needs of the population as well as public and private organizations in the development of economic and social activities.

## **PART II – GENERAL PROVISIONS**

### **5. Objectives of the Rules**

- (1) To ensure existence of financially sustainable universal postal services that are economically viable and establish mechanisms to safeguard continuity of service.
- (2) To facilitate the participation of private entities and ensure impartial access to the market for postal licensees, while duly considering the principles of competition regulations.
- (3) To guarantee that all users of postal services are granted equal access and usage of these services in similar circumstances, while safeguarding their rights in their dealings with postal service providers.

### **6. Responsibilities of LCA**

- (1) The Authority shall perform its duties in accordance with the Act
- (2) The Authority shall:
  - a) Regulate, supervise and monitor compliance in postal services;
  - b) Impose relevant penalties where necessary;
  - c) Grant, renew and change licences for the establishment and operation of postal services operated on a competitive basis;
  - d) Levy licence fees;
  - e) Regulate the fixing of rates of postage and other fees or sums to be charged in respect of universal postal service;
  - f) Promote types and quality of postal services;
  - g) Monitor the performance of licensees;
  - h) Promote fair and sustainable competition among licensees;
  - i) Settle conflicts among licensees and between licensees and consumers;
  - j) Facilitate the advancement of technology relating to the post and postal services.
  - k) Collect and systematise statistical data on all activities carried out by licensees;
  - l) Promulgate and amend Rules under the Act.



## **7. Liberalisation of postal services provision**

- (1) In the provision of postal services, the access to the market shall be ensured on an equal basis as a means of ensuring the freedom to provide postal services.
- (2) The provisions of the preceding paragraph shall be without prejudice to:
  - a) The specific arrangement governing the universal service provision; and
  - b) Activities and services which, on grounds of public order and security or public interest, may be reserved to certain licensees.

## **PART III - GENERAL CONDITIONS**

### **8. Licensing of Postal Operators**

- (1) The Authority shall license and regulate postal operators in accordance with the provisions of the Act that include but not limited to the following:
  - a) Licences for postal operators shall be determined by the Rules and may be renewed for equal and successive periods.
  - b) The renewal of licences shall be subject to assessment by the Authority in accordance with the LCA Rules.
  - c) The amendment of the licence terms and conditions of postal services whenever necessary.
- (2) The licensee shall among others comply with the following:
  - a) The inviolability and secrecy of items, with the limits and exceptions laid down in the applicable legislation. The secrecy of items and data protection shall consist of the following:
    - i. Prohibition on reading any mail even if not enclosed in sealed wrapping, and a prohibition on opening enclosed mail;
    - ii. Prohibition on disclosing the content of any message or information which it has been aware of, either duly or unduly, and disclosing any type of relationship between senders and recipients, as well as their addresses, to third parties;
  - b) The security of the postal network;
  - c) The data protection, with the limits and exceptions laid down in the applicable legislation;
  - d) The confidentiality of information passed on or stored;
  - e) The protection of privacy.

- (3) A licensee shall employ appropriate technology to enhance quality of service and diversify postal and courier services.
- (4) The licensing of the postal activity, shall be subject to the payment of licence fees as prescribed by the Rules. The fees include the following:
  - a) Licensing fee;
  - b) Annual fee.
- (5) A foreign postal licensee shall not establish an Extra-Territorial Office of Exchange in Lesotho or use the Universal Postal Union system, without the approval of the LCA.

## **9. Provision of universal postal services**

- (1) The LCA may designate one or more operators to ensure universal access to the postal service throughout country, giving priority to unserved and underserved locations.
- (2) The Designated Postal Operator:
  - a) Shall have a universal service obligation as per the Rules and or the Act; and
  - b) Without prejudice to the principle of liberalising the postal service market the following services shall be reserved exclusively to the designated operator for the period to be determined by the Rules:
    - i. The delivery service for items weighing up to 2 kg;
    - ii. The delivery service for registered items and items with declared value;
    - iii. The issue of stamps and other postal values;
    - iv. The issue of money orders;
    - v. The setting of landmarks and mailboxes intended for collection of postal items on public places;
    - vi. The establishment, management and operation of the public postal network.
- (3) Any licensee, save for Designated Postal Operator shall not operate in the reserved services.
- (4) The Designated Postal Operator shall provide universal postal services in accordance with relevant laws, conventions and international agreements of Universal Postal Union and other similar international bodies. The universal postal service comprises a postal delivery service for letters, books, catalogues, newspapers and other periodicals weighing up to 2 kg and for postal packages weighing up to 30 kg, as well as a delivery service for registered items and for stated value items, both national and international.
- (5) The Designated Postal Operator may receive funding from the Universal Service Fund (USF).

## **10. Collaboration and Interconnection Agreements**

- (1) The Authority shall permit service interconnection with mutual agreements amongst various licensees.
- (2) The interconnection agreements shall be based on mutually agreed commercial rates that are non-discriminatory and regulated by laws of Lesotho and or International Standards.
- (3) Licensees shall submit their interconnection agreements with the LCA for approval.
- (4) A licensee shall not enter into any arrangement or agreement with any natural or juristic person running an international postal service on terms and conditions, which are deemed to be unfavourable to the national interest.

## **PART IV- CONDUCTION OF BUSINESS**

### **11. Transmission of Postal or Courier Items**

- (1) A licensee shall have the following duties with regard to delivery of postal or courier items:
  - (a) Carry mail or courier from the sender to the intended destination;
  - (b) Put measures in place to safeguard mail against loss, theft, fraud, damage and tampering;
  - (c) Exercise due care in handling and processing of mail to prevent loss, theft, damage and tampering;
  - (d) Notify the sender within a reasonable period of its inability to deliver the postal or courier item on time. The notification may be made by SMS, email, letter, or radio announcement;
  - (e) Oversee the screening process of deliveries of mail that are channelled during the conveyance process; and
  - (f) Ensure that suspicious mail is detected and disposed of.

### **12. Legal Possession of Postal or Courier Items**

- (1) A licensee shall be deemed to possess postal and/or courier items from the moment that postal or courier item is handed to the licensee or his agent.
- (2) A licensee ceases to be in possession of postal or courier items as soon as it passes to the addressee, upon delivery of the postal or courier item.
- (3) A licensee shall be liable for damage, loss, and theft of postal or courier item from the point of receipt until delivery of the postal or courier item and

subject to the Licensee's terms and conditions of carriage provided to and approved by the Authority.

### **13. Security of postal or courier items**

- (1) A licensee shall ensure security of postal or courier items in its possession by maintaining strict access control to the area where it keeps its postal or courier items.
- (2) The strict access control measures envisaged in sub-rule (1) shall include but not limited to:
  - (a) Controlling access to areas where postal or courier items are handled;
  - (b) Ensuring adequate supervision of staff, who may have access to high-value or high risk postal or courier items.
  - (c) Enforcement of limited access to restricted areas;
  - (d) Installing alarms and surveillance equipment;
  - (e) Limiting access restricted areas to authorized personnel only;
  - (f) Locking up high-value items; and
  - (g) Any other measure specified by the Authority.
- (3) A licensee shall maintain a register with accurate records of the number of postal or courier items processed.
- (4) The register referred to in sub-rule (3) shall be kept for a period of three (3) years.
- (5) A licensee shall develop and submit to the Authority security procedures for handling of postal items which shall include:
  - (a) Regular risk assessment;
  - (b) Records indicating as far as is reasonably practicable, its personnel or agent responsible for the conveyance, receipt, collection, sorting, delivery or handling of specific postal items that have been tampered with;
  - (c) Measures to be taken, including monitoring, to prevent, detect loss or theft of, damage to, or tampered with, postal item from or at premises, vehicles or equipment; and
  - (d) Any other reasonable measure specified in the Rules and or the Act and in alignment with internationally accepted Conventions.
- (6) A licensee shall submit to the Authority the security procedures referred to in sub-rule (5) within ninety (90) days from the date of issue of licence or its anniversary for existing licensees.

- (7) The security procedures made pursuant to sub-rule (6) above, may be reviewed and updated annually or as and when necessary.

#### **14. Dangerous/ Prohibited items**

- (1) A licensee shall develop and display in a conspicuous place within its premises, a notice containing a list of dangerous and prohibited goods that shall not be conveyed through.
- (2) Prohibited items are those that cannot be admitted or conveyed under normal circumstances
- (3) These shall amongst other items, include:
- a) Items sent in furtherance of a fraudulent act or with the intention of avoiding full payment of the appropriate charges.
  - b) Hazardous/dangerous items such as:
    - i. Explosives;
    - ii. Flammable materials;
    - iii. Noxious or deleterious substances;
    - iv. Sharp instruments not properly protected; or
    - v. Living creatures that are wither noxious or likely to injure any individual or damage any postal item in the course of transmission by post or courier;
    - vi. Dangerous goods as defined by the International Air Transport Association (IATA).
  - c) Indecent, obscene, seditious, scurrilous, threatening or grossly offensive postal items;
  - d) Narcotics and psychotropic substances, or other illicit drugs which are prohibited in the country of destination;
  - e) Counterfeit or pirated items;
  - f) Items which, by their nature or their packing, may expose officials or the general public to danger, or soil or damage other items, postal and courier equipment or third-party property;
  - g) Items prohibited at import into destination countries by the Convention on International Trade in Endangered Species (CITES) of Wild Fauna and Flora such as fur, ivory and ivory products;
  - h) Coins, bank notes and other valuable items excluding numismatic material; and
  - i) Any other items which are prohibited by the Laws of Lesotho.
- (4) Save as aforesaid, the conveyance of the said items (Sub Rule 2) shall be regarded as legal items for ferrying provided a permit for their conveyance has been issued by the relevant Authorities.

## **15. Transmission of foreign postal or courier items**

- (1) A licensee shall ensure that delivery of postal or courier items addressed to or received from any country outside Lesotho shall be subject to the provisions of international Conventions and Agreements regarding the transmission of such items.

## **16. Postal and courier items subject to customs and excise laws**

- (1) A licensee shall ensure that the postal and courier items handed in for delivery to or received from any place outside Lesotho shall be accompanied by such forms, duly completed by the sender or receiver, as may be required by any relevant Customs and Excise laws of the country.
- (2) The sender and receiver shall be obligated to provide a detailed commercial invoice, relevant permits and certificates as well as ensuring that the true sender and receiver details are provided including where applicable any identification numbers or importers and exporters codes.

## **17. Quality of service**

- (1) Public postal and courier service licensees shall comply with quality of service standards as prescribed under the Quality of Service Rules.
- (2) A licensee shall, at all material times, meet the standard of performance determined by the LCA from time to time concerning the quality of service provided to the consumers

## **PART V – PROVISION OF POSTAL SERVICES**

### **18. Delivery of Postal or Courier Items**

- (1) A postal item or hybrid mail shall be deemed to be delivered to the addressee when it is delivered by the Designated Postal Operator at his physical address or into his private box or bag operated at a post office or rural delivery box.
- (2) A postal item shall be deemed to be delivered to the addressee when it is delivered by licensee at the customer's physical address or picked from a courier operator's counter.
- (3) A licensee shall deliver registered and/or insured postal or courier items to the specified address of the recipient.

- (4) Notwithstanding sub-rule (1), a licensee may withhold the item and notify the addressee to collect at the office of delivery to ensure compliance with any other laws of the country.
- (5) The addressee of a registered and/or insured postal or courier item may be required to provide identification to the representative of the licensee before delivery is made.

## **19. Items to indicate return address of sender**

- (1) A Licensee shall ensure that a sender of any postal or courier item indicates on the cover, wrapper, or envelope a return address; and
- (2) A Licensee shall return to the sender any postal or courier item at the cost of the sender where such return is due to no fault or negligence on the part of the licensee. The sender or receiver will remain liable for any costs related to such items.

## **20. Disposal of undelivered items**

- (1) All Licensees shall file with the Authority, their documented procedures for the disposal of items deemed undeliverable.
- (2) Licensees shall give due regard to the following parameters in developing their disposal procedures and policies:
  - (a) The circumstances under which an item shall be deemed to be undeliverable;
  - (b) Steps to be exhausted before an item is determined to be undeliverable;
  - (c) The retention period for undeliverable items; and
  - (d) The processes of disposal.
- (3) Where the Licensee is satisfied that the addressee of a postal item is deceased, the item shall be retained and on production of the probate of postal or courier item of administration to the estate of the addressee, together with the written application of one or more of the executors or administrators, deliver or release the item to the executor or the administrator of the addressee. Where requested by the sender and at the senders expense the licensee shall return the item to them.

## **21. Compensation**

- (1) Unless otherwise provided for in these Rules, and subject to the Licensee's standard terms and conditions of carriage, a Licensee shall pay compensation in respect of the loss or damage of any postal item which is registered or the

loss of declared contents of any postal or courier item while in the custody of the licensee.

## **22. Compensation not payable in certain cases**

- (1) A Licensee shall not be liable to pay compensation in respect to:
  - a) Any postal item which has been posted unregistered;
  - b) Contents of a postal or courier item which have not been declared;
  - c) Any postal or courier item containing anything which may not be lawfully sent by licensees; and
  - d) A registered postal or courier item lost or which cannot be traced because of the loss of relative documents as result of force majeure; or
  - e) A postal or courier item lost or damaged because of the negligence or omission on the part of the sender.
  - f) Any postal or courier item other than provided for within licensee's terms and conditions carriage.

## **23. Application for compensation**

- (1) A person applying for compensation under this Rule shall, produce the proof given to the sender at the time the postal item was registered, or courier item collected.
- (2) A Licensee may reject an application for compensation:
  - (a) Unless the sender and the addressee make such affidavits or affirmations as may be required by the licensee;
  - (b) If the application is made after the 90 days from the date of registration of the postal item or courier item collected;
  - (c) Where such application for compensation is excluded or limited due to the terms and conditions of carriage agreed to by a customer.

## **24. Damaged postal or courier item to be retained for inspection**

- (1) In any application for compensation which relates to damage to a postal or courier item, or to damage to, or loss of, any item contained therein, the postal or courier item shall be retained for inspection as nearly as possible in the state in which it was delivered for a period not exceeding 30 calendar days.

## **25. Verification of contents when damage apparent**

- (1) Where a postal or courier item at the time of delivery is found to have signs of damage, the recipient shall call attention to the fact of such damage and, if possible, open the item in the presence of the licensee, and, in such a case, the contents of



the item shall be verified and entered in an inventory, which shall be prepared in duplicate and signed by the addressee.

**26. Disposal of compensated items**

- (1) A Licensee may retain or dispose any postal or courier item in respect to which it has paid compensation under this Rule.

**27. Person to whom compensation may be given**

- (1) A Licensee shall pay compensation under this Rule to the sender of the postal or courier item in respect of which compensation is claimed or to the addressee of a postal or courier item upon the production of proof that the sender has waived any claim to compensation subject to the terms and conditions of carriage in respect of any courier item.

**28. Repayment of postage charges**

- (1) If an item sent through postal or courier service is lost or its contents are completely destroyed, and compensation has been paid for, the Licensee is under obligation to repay the sender for the cost of postage.

**PART VI – ACCOUNTABILITY**

**29. Provision of information by Licensees**

- (1) A Licensee shall be under obligation to furnish any information so required, including but not limited to the financial information and any other pertinent and relevant information as the Authority deems necessary.

A licensee shall exercise its rights and powers and perform its duties and obligations under the licence, in a manner which is consistent with the international agreements or treaties to which Lesotho is party.

**30. Inspections and Investigations**

- (1) Any duly authorised officer of the Authority shall when necessary:
  - (a) Enter the premises of a licensee to determine compliance with the licence conditions/ Rules/Regulations and the Act;
  - (b) Inspect and make copies of or extracts from books, records or other documents;
  - (c) Demand the production of and inspect the relevant licence; and
  - (d) Inspect facilities and premises relevant to an investigation subject to a warrant issued by the relevant judicial authorities.

### **31. Packing of Postal or Courier Items**

- (1) A licensee shall reasonably ensure that a sender of a postal or courier item has packed and secured the item in such a manner that affords adequate protection to:
  - (a) The contents thereof;
  - (b) Other postal or courier items in the course of delivery; and
  - (c) Employees of the licensee.
- (2) A licensee shall be liable for any damage caused to other postal or courier items because of the dispatch of items not acceptable for conveyance or by the non-observance of the conditions of acceptance, provided there has been no fault or negligence on the part of the licensee.
- (3) A licensee may refuse to deliver any postal or courier item which does not comply with sub-rule (1).

### **32. Transparent or Panel Envelopes**

- (1) A licensee shall not transmit a postal item in envelopes with a transparent panel unless they comply with the following conditions:
  - (a) The transparent panel shall be parallel to the length of the envelope so that the addressee appears in the same direction and the application of the date stamp is not interfered with; and
  - (b) The transparent panel:
    - i. Shall be sufficiently transparent for the address to be perfectly legible even in artificial light;
    - ii. Shall take writing in ink;
    - iii. Shall not reflect artificial light;
    - iv. Shall be at least 40 mm from the top edge of the envelope, 15 mm from the right-hand, left-hand and bottom edges;
    - v. Shall not be bordered by a coloured band or frame;
    - vi. Only the name and address of the addressee shall show through the panel and the contents of the envelope shall be so folded that the address cannot be obscured, wholly or partially, through slipping; and
    - vii. The addresses shall be legibly indicated in ink or by a printing process in a deep colour.
- (2) A licensee shall not deliver postal items in envelopes with an open panel.

### **33. Literature for the Blind**

- (1) A public postal licensee shall deliver for free, any postal item consisting of periodicals, books and papers of any kind including unsealed letters, impressed in Braille or other special type for the use of the blind provided:
  - (a) That the packing and make-up conform to the specifications applicable to printed papers and the words "Literature for the blind" are clearly marked on the upper left-hand corner of the address side; and
  - (b) That they are sent by or addressed to an officially recognized institute for the blind.

### **34. Consumer Rights**

- (1) A consumer of postal or courier services has the right to:
  - (a) File a complaint with the licensee within three months of receiving the service;
  - (b) Receive clear and complete information about rates, terms and conditions for available and proposed products and services;
  - (c) Be charged only for the products and services subscribed to;
  - (d) Where possible, select a service provider and service of the consumer's choice;
  - (e) Personal privacy and protection against the unauthorized use of personal information;
  - (f) Bills that are accurate and that are capable of being understood for products and services authorized by the consumer and to fair and prompt redress in the event of a dispute in the provision of the products and services;
  - (g) Protection from unfair trade practices, including false and misleading advertising and anti-competitive behaviour by licensees; and
  - (h) Equal opportunity for access to the same type and quality of service as other consumers in the same area at substantially the same rate subject to the appropriate technology required to serve specific consumers.

### **35. Complaints handling procedure**

- (1) The Licensee shall develop and submit consumer complaints guidelines to the Authority for approval.
- (2) The guidelines shall indicate:
  - a) The procedure for making enquiries and complaints;

- b) Customer's right to complain about the content and the quality of the services provided
  - c) Timeframe within which to resolve complaints; and
  - d) Further recourse available to a consumer who is dissatisfied with the Licensee's complaints handling.
- (3) The guidelines relating to enquiries and complaints shall be published and be made available to consumers. A Licensee shall publish a designated contact point for all consumer complaints.
- (4) The Licensee shall keep and maintain records for three years, on enquiries and complaints made on the licensed services indicating:
- a) The nature and number of complaints received.
  - b) The main complaints handled and resolved.
- (5) The complaints process
- a) A Licensee shall allocate a reference number, upon receipt of a complaint from the consumer
  - b) A licensee shall from date of complaint receipt resolve within five (5) days, complaint on missing, lost, damaged delayed post or courier items. The consumer shall be given an explanation in writing should there be any delays encountered by the licensee
  - c) All complaints save for the same provided above(b) shall have a turnaround time of twenty (20) days
  - d) Should the consumer be dissatisfied with the complaint resolution, the Licensee shall advise the consumer of the right to escalate the matter to the Authority.
- (6) Complaints Escalated to the Authority by Consumers
- a) A consumer may lodge a complaint with the Authority if:
    - i. The consumer is dissatisfied with resolution received from a Licensee; or
    - ii. A Licensee failed to respond within the prescribed timeframe.
- (7) The Authority shall:
- a) Register the complaint;
  - b) Determine Authority's jurisdiction on the subject matter of the complaint
  - c) Review the details of the complaint and request the Licensee to re-examine the complaint in light of any relevant regulatory obligations where necessary;
  - d) Forward the complaint to and direct the Licensee to respond within three (3) days
  - e) Respond to the consumer within 5 days;
  - f) Assess, investigate and resolve the complaint within twenty (20) days and provide explanation where turnaround time exceeds twenty (20) days.
  - g) Notify the complainant of the outcome when the investigation is complete.

- (8) Dispute Resolution process:
- a) An escalated complaint may be resolved through Adjudication process, as set out in the Lesotho Communications Authority (Administrative) Rules
  - b) Authority shall inform the consumer and the Licensee of the date and place of Adjudication
  - c) The consumer shall file with the Authority, all documents including statement outlining facts that form the basis of the complaint
  - d) The licensee shall file statement of defence responding to all the allegations levelled against the licensee by the consumer
  - e) The Licensee and the consumer shall be informed of the outcome of the Adjudication within 14 days

## **PART VII      OFFENCES AND ENFORCEMENT**

### **36.    Offences Relating to Postal Services**

- (1) If the following actions are conducted by a person who otherwise than in accordance with the terms of a valid licence issued by the Authority commits an offence and shall be liable on conviction to a fine:
- a) Conveys any letter or postal article;
  - b) Performs any service incidental to conveying, any letter or postal article;
  - c) Delivers or tenders in order to be sent otherwise than in accordance with the terms of a valid licence, any letter or postal article as aforesaid; or
  - d) Makes a collection of letters or postal articles for the purpose of sending them;

### **37.    Enforcement**

- (1) Any person who contravenes any of the provisions of these Rules commits an offence and shall, on conviction be fined as prescribed in the Act and its subsidiary legislations.
- (2) The Authority shall commence investigations upon satisfaction of licensee's contravention of the Act, Rules, Regulation or licence conditions
- (3) Where the investigations under sub-rule (1) indicate that there is contravention of the Act, Rules or condition of the licence, the Authority shall make its determination on the matter.
- (4) In making its determination, the Authority:
- (a) May provide an opportunity for public comments on the material issues, through a public consultation and shall consider the comments received;
  - (b) Shall afford an opportunity to the licensee to respond to any allegation of breach after giving it sufficient notice of not less than seven days.

- (5) Notwithstanding sub-section (3), the Authority may at any time issue an interim directive instructing a licensee to stop a specific conduct or to take a specific act where the Authority is satisfied that:
- (a) There is prima facie evidence that the licensee contravened the Act, Rules or the licence conditions;
  - (b) Continuation of the licensee's conduct is likely to cause serious harm to other licensees, consumers or the general public; or
- (6) Where the Authority determines that a licensee has contravened any conditions of a licence, the Act or Rules, the following regulatory sanctions may be imposed:
- (a) Issue a compliance directive;
  - (b) Issue a cease-and-desist directive;
  - (c) Impose a fine;
  - (d) Issue warnings;
  - (e) Suspend a licence;
  - (f) Revoke the licence; or
  - (g) Make any other directive considered appropriate.
- (7) In imposing a fine, under sub-rule (5), the Authority shall consider any aggravating factors, including but not limited to:
- (a) The gravity of the contravention;
  - (b) The duration of the contravention;
  - (c) Whether the contravention resulted in injury to a person or property;
  - (d) Whether the licensee acted knowingly, unlawfully, or in a negligent manner;
  - (e) Whether the licensee has a previous history of contraventions; or
- (8) In imposing a fine the Authority may, in addition consider any mitigating factors including but not limited to:
- (a) Whether the contravention is minor;
  - (b) Whether the consequence from the violation is minor;
  - (c) Whether the licensee took prompt action to correct the contravention;
  - (d) Whether the contravention was accidental; or
  - (e) Whether the licensee voluntarily disclosed the contravention to the Authority.
- (9) The Authority shall in all cases of enforcement impose sanctions that give a significant deterrent to impermissible conduct, but the sanctions shall be proportionate to the severity of the contravention.