



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

LICENSING OF INTERNET SERVICE PROVIDERS

CONDITIONS OF LICENCES FOR THE PROVISION OF INTERNET SERVICES TO THE PUBLIC

PREAMBLE

4.1 Whereas, in terms of the Lesotho Telecommunications Authority Act 2000, the Lesotho Telecommunications Authority is vested with the power to grant licences for the provision of telecommunications services;

AND

4.2 Whereas, the licensee desires to obtain a licence to operate an Internet Server for the provision of Internet Services to the public and the Authority is willing to grant the said licence;

4.3 Now, therefore, the licensee has agreed and do by these presents agree to be bound by the conditions outlined hereunder, and the Authority has agreed and do by these presents agree to grant a licence to the licensee under the conditions set out hereunder.

CONDITIONS

5.0 SERVICES TO BE PROVIDED

The licensee is authorised to provide on commercial basis the following services: -

- 5.1 Public access to Internet by dial-up and/or dedicated circuits through the licensed Telecommunications services operator's Networks.
- 5.2 Provision of Internet Application services (programmes).
- 5.3 Internet website design and hosting.
- 5.4 Internet e-mail services including hosting and relaying.
- 5.5 Domain name registration and hosting.
- 5.6 Advertising and news relays.
- 5.7 Virtual Private Networks Services.
- 5.8 The licensee is not allowed to provide VOIP services.

3.0 THE LICENSEE'S OBLIGATIONS

- 3.1 The licensee is prohibited from showing preference to, or exercising discrimination against a particular person or persons of any class description in respect of any service provided or connection made.
- 6.1 The Licensee shall keep proper books of accounts and records in accordance with acceptable international standards (i.e Financial statements).
- 6.2 The licensee shall furnish in the manner and at such times as may be prescribed by the Authority, documents, accounts, estimates, returns, or other information as the Authority may require.
- 6.3 The licensee shall publicly display a notice specifying the charges and other terms and conditions that are to be applicable to the services provided.
- 6.4 The licensee shall refer to the Authority any questions arising from the licence for determination or clarification.
- 6.5 The licensee shall allow any officer duly authorised by the Authority, at all reasonable times, to inspect the licensee's premises for the purpose of ensuring compliance with these conditions.
- 6.6 The licensee shall operate only one (1) Internet Service- centre under this Licence and shall, at all times,
- (f) Display the original copy of a Licence, which has the seal of the Authority, at the main place of business.
 - (g) The licensee shall at all times display a certified copy of the licence at each point of presence.⁽¹⁾
- 6.7 The licensee shall submit to the Authority for approval a certified copy of any agreement it has entered into regarding resale of services. (e.g. Internet café, service providers).
- 6.8 The licensee shall, do or refrain from doing such things as are required to be done or required not to be done respectively under the licence; and shall comply with any directive given by the Authority.
- 6.9 The licensee shall, whenever so required by the Authority, prove the capability to offer and maintain Internet services.

⁽¹⁾ POINT OF PRESENCE – This refers to an office or an affiliated office whose purpose is to provide an administrative support to the main office or branch, which does not offer any core service, which is not an independent centre and which cannot solely operate without the main office or branch.

6.10 The Authority reserves the right to alter the prescribed licence fees, the terms and conditions of the licence and to vary or modify the rules from time to time.

6.11 Nothing contained in these conditions shall be construed as imposing upon the Authority any form of duty or liability enforceable by proceedings before any court.

6.0 PLACE OF BUSINESS

The licensee shall operate at the place reflected on the licence –
Provided that-

Where the licensee intends to change the place of business he shall apply to the Authority to have the licence varied to reflect the new place of business.

7.0 DURATION OF THE LICENCE

The licence shall remain valid for a period of twelve months from date of issue.

8.0 RENEWAL OF LICENCE

6.1 The licence is renewable, only if conditions of the licence have not been violated.

6.2 Penalties shall be imposed for licences, which have expired, provided that this shall not deprive the Authority of its prerogative to revoke such licences.

9.0 PENALTIES

7.1 Licences renewed within one (1) month after the date of expiry shall be subject to a fifty percent (50%) surcharge of the renewal fee. Any renewal after one (1) month of the date of expiration shall be subject to a hundred percent (100%) surcharge of the renewal fee.

6.1 Any person who provides Internet services without a valid licence shall be liable to criminal prosecution in accordance with the Lesotho Telecommunications Authority Act 2000.

6.2 Any Licensee who wrongfully interferes with the business of any other licensee shall be liable to criminal prosecution in accordance with the Lesotho Telecommunications Authority Act 2000.

8.0 FEES AND CHARGES

The licensee shall pay fees indicated hereunder and such other fees as the Authority may determine from time to time.

FEES

URBAN AREAS

8.1	Application Fee (Non Refundable)	M 4,000.00
8.2	Licence Fee	M 8,000.00
8.3	Annual Royalty Fees	1,5% of gross annual revenues
8.4	Universal Service Fund	2.0% of gross annual revenues from the date to be determined by the Authority.

9.0 MAINTENANCE

The licensee shall, at all times, ensure that the premises and equipment are in good working conditions.

10.0 TARIFFS

Charges for Internet Services shall be aligned with tariffs approved by the Authority and shall not exceed 50% above tariffs approved by the Authority.

11.0 TRANSFER OF LICENCE/CHANGE OF COMPANY NAME

No licensee shall cede, assign, pledge and/or transfer any rights under the licence or transfer the licence without prior approval of the Authority (which approval shall not be unreasonably withheld).

The licensee shall inform the Authority whenever it wishes to and has changed its company name.

12.0 NON-PROTECTION (MONOPOLY)

This licence does not grant any exclusive right to the licensee and the Authority reserves the right to issue any other person or entity a licence to provide a similar service to the public anywhere throughout the country.

13.0 NON-SPONSORSHIP OF ANY SERVICE PROVIDER

The Authority does not under this licence, sponsor any specific licensee and no intimations may be made to that effect.

14.0 ADVERTISEMENT

A Service Provider who is in possession of a valid licence to provide service may employ appropriate means to inform the public of the availability of such a service.

15.0 SUSPENSION OR REVOCATION OF THE LICENCE

15.1 The Authority reserves the right to suspend or revoke a licence for non-compliance with the terms and conditions under the licence or for contravention of any of the provisions of the Lesotho Telecommunications Authority Act or any regulation made thereunder or or sub-standard service provision.

6.1 In a case of non-compliance the licensee shall be given not more than fourteen (14) days notice to show cause why his/her licence should not be suspended or revoked.

16.0 APPLICATION REQUIREMENTS

DOCUMENTS TO BE SUBMITTED FOR THE CONSIDERATION OF THE APPLICATION ARE AS FOLLOWS:-

- 6.1 A certified copy of Certificate of incorporation of a Company Memorandum and Articles of Association
- 6.2 Details of registered office, with proof of lease and/or existing sub-lease agreement.
- 6.3 Proof of availability of funds.
- 6.4 The previous year's audited financial statements of the company (where Applicable).
- 6.5 A general business profile/plan