



**COMMENTS ON THE DRAFT END USER AND SUBSCRIBER SERVICE CHARTER
REGULATIONS PUBLISHED IN GOVERNMENT GAZETTE NO.37251 ON 22 JANUARY
2014**

14 MARCH 2014

1. INTRODUCTION

- 1.1 SENTECH thanks ICASA for the opportunity to make written comments on the draft End-User and Subscriber Service Charter Regulations published on 22 January 2014, “Draft Regulations”.
- 1.2 In principle SENTECH supports ICASA’s intention to ensure the protection and the improvement of user experience for services which they pay for.
- 1.3 SENTECH’s view is that with regard to its services portfolio, the Draft Regulations only concern its broadband services offered via VSAT, i.e. satellite internet connection.
- 1.4 In considering the submissions made on the Draft Regulations, SENTECH is of the view that VSAT services should be deliberated separately as a consequence of the purpose for the technology chosen.
- 1.5 Satellite internet connection is largely a last resort connectivity solution and this is evidenced by the sparse usage of the technology in comparison to terrestrial mobile and fixed services.

2. DEFINITIONS

- 2.1 SENTECH proposes the revision of the following definitions;
 - 2.1.1 **Connectivity Failure:** means the unavailability of Electronic Communications Network Service.
 - 2.1.2 **Connectivity Failure Rate:** means the unavailability of Electronic Communications Network Service measured in percentage outage time per month.
 - 2.1.3 **Fault:** means failure of a network which results in disruptions or degradation of services as a consequence of faults relating to licensee liability.
 - 2.1.3.1 The above definition takes into consideration *Force Majeure* clauses as stated in contractual agreements.
- 2.2 **Latency:** means the amount of time, in milliseconds, it takes for data transmission to make a round-trip, i.e. source to destination and back to source.

3. SENTECH VSAT SERVICES

- 3.1 SENTECH VSAT solution is based on a star configuration, thereby allowing any number of VSAT remote sites to have two-way communication with the central hub located at the SENTECH Radiokop premises, Honeydew.
- 3.2 The central hub in turn is connected to an ISP via third (3rd) party.
- 3.3 In order to minimise the consequence of rain fading, a combination of larger (1.2 m or 1.8m) customer based parabolic-shaped antennas (i.e. increased antenna gain) and more powerful transponders are part of the SENTECH VSAT solution.
- 3.4 The capacity usage is contended amongst VSAT terminal stations, in line with keeping satellite transponder costs to a minimum.
- 3.5 In order to ensure equitable bandwidth speed access across contending VSAT terminal stations, the bandwidth management monitoring tool may slow the bandwidth speed of some VSAT terminals.
- 3.6 The bandwidth speed management correction measures may lead to packet losses for some end-users, dependent on the sensitivity of the affected transmission data to sudden changes in bandwidth speeds and increased levels of service contention.
- 3.7 Some internet services such as gaming, skype, etc. are sensitive to latency longer than 100 milliseconds.
- 3.8 Such services will not only be affected by the reduction in bandwidth speed, but also by the long latency associated with services offered via fixed satellite approximated at 520 milliseconds (excluding ISP latency).
- 3.9 The 520 milliseconds is the round-trip journeyed by the signal from the VSAT terminal station, via the satellite, to the Hub station. The Hub station in turn is connected to an ISP, resulting in additional latency.
- 3.10 As the internet is made up of globally interconnected computer networks, SENTECH is of the view that the requirements for internet session login success ratio, packet loss ratio and successful data transmission ratio should not be included as measured parameters for VSAT services.
- 3.11 The performance of the internet does not fall within SENTECH's area of influence and the usage of satellite for internet connection automatically affects long latency sensitive services.

4. PURPOSE OF THE REGULATIONS

- 4.1 SENTECH proposes the revision of sub-regulation 2(f) to the following;
- 4.1.1 *“Provide for rebates to subscribers who do not receive services due to service unavailability as a consequence of faults relating to licensee liability determined by the service level agreement (SLA) between the licensee and end-user.”*
- 4.2 SENTECH further proposes the revision of sub-regulation 2(g) to the following;
- 4.2.1 *“Provide for the publication of statistical complaints and network performance measurement quarterly reports received from licensees on the Authority’s website so as to allow end-users to make informed choices.”*
- 4.3 With regards to sub-regulation 2(c) and (g), it is not stated in what format the information will be presented on the Authority’s website.
- 4.4 SENTECH’s concern is that the publication of data without proper explanation relating to situational analyses will likely disadvantage licensees.
- 4.5 SENTECH is also concerned that with respect to the VSAT platform the publication of the licensees’ service performance by the Authority will principally ignore the contractual agreement between the licensee and the end-user.
- 4.6 The contractual agreement between SENTECH and the end-user details SLA requirements.
- 4.7 It is also not clear what the Authority is referring to with regard to service performance. Service performance has a number of permutations such as, *inter alia*;
- 4.7.1 Operational;
- 4.7.2 Functional;
- 4.7.3 Process;
- 4.7.4 Business; etc.
- 4.8 In reference to the proposed compliance report structure, Schedule 2, it is also not clear how this information will be used to assist end-users to make informed choices with regards to VSAT services, when the framework of service offering is based on a contractual agreement between the end-users and licensee.

5. ELECTRONIC COMMUNICATION NETWORK SERVICE (ECNS) AND ELECTRONIC COMMUNICATIONS SERVICE (ECS) SERVICE AVAILABILITY

- 5.1 The proposed targets in Section 4 should take into consideration the differences between terrestrial services and fixed satellite services;
- 5.2 Consideration for VSAT services;
 - 5.2.1 High latency networks;
 - 5.2.2 Clear line-of-sight is a requirement between the VSAT terminal and the Satellite;
 - 5.2.2.1 End-user installation requires site planning and site surveys to determine the following;
 - 5.2.2.1.1 Look angle of the VSAT, i.e. elevation (vertical) and azimuth (horizontal) angles;
 - 5.2.2.1.2 Possible obstructions for the antenna;
 - 5.2.2.1.3 Protection requirements for ODU and IDU from electrical interference;
 - 5.2.2.1.4 Length of the IF cable from ODU Unit to IDU;
 - 5.2.2.1.5 Working space;
 - 5.2.2.1.6 Electrical earthing; and
 - 5.2.2.1.7 VSAT Antenna support requirements;
- 5.3 The parameters in sub-regulations 4.1, 4.2 and 4.4 form part of the SLA annexure of a contractual agreement between SENTECH and the end-user, detailing how the agreement will be monitored, how agreed service levels will be monitored, how frequently they will be reported and how often performance will be reviewed.
- 5.4 Section 4 of the Draft Regulations should state that ICASA's intervention can only supersede the contractual agreement between the licensee and end-user when it is determined that the agreement favours the licensee at the expense of the end-user.
- 5.5 SENTECH is interpreting Regulation 4.3 as referring to installation and activation of services once the licensee has received delivery of the equipment order intended for the requested service.
- 5.6 SENTECH keeps minimum stock of extra VSAT terminal equipment to enable the company to start with the implementation of services as soon as possible, whilst waiting for the delivery of the remaining terminals, including replenishing the extra stock.
- 5.7 The latency for VSAT from the IDU of the terminal to the Hub station, via satellite, is at least 520 milliseconds. This excludes latency as a result of Hub connection to the ISP.

- 5.8 The proposed delay and latency, Regulation 4.5, are not realistic for fixed satellite services like VSAT especially since the distance travelled by the signal from the terminal to Hub station via satellite is approximately 72,000km.
- 5.9 It is on this basis, *inter alia*, that SENTECH is making the proposal in point 5.4 above.

6. CHARGING, BILLING, COLLECTION AND CREDIT PRACTICES

- 6.1 SENTECH is of the view that based on whom the VSAT services are offered to, sub-regulation 7.2 (b) will require compliance in terms of *The Regulation of Interception of Communications and Provision of Communication-Related Information Act*.
- 6.2 Sub-regulation 7.2 (e) seems incomplete.
- 6.3 The target stated under Metering and billing credibility, creates an onerous and unnecessary administrative liability on the licensee.
- 6.4 The target proposed incorrectly presupposes that all billing disputes are a consequence of licensee error.
- 6.5 SENTECH proposes that this target should be removed and must not be included in the final regulations.
- 6.6 With regards to sub-regulation 7.3 a)(i) SENTECH believes the end-user must not withhold payment of the undisputed portion of an invoice. Failure by the end-user to settle the undisputed portion of the invoice after having received notice of the outstanding debt as per sub-regulation 7.3 a)(iii), will result in disconnection notices being issued by the licensee to the End-User for the undisputed services.
- 6.7 Should the End-User obstruct, in any form, the licensee from resolving the dispute, then the Licensee will be entitled to suspend the services if the end-user has not made payment for the service. Upon resolution of the dispute, the end-user must make immediate payment of the debt to the licensee.
- 6.8 SENTECH proposes the following insertion for sub-regulation 7.3 a)(i);
- 6.8.1 *Licensees must not disconnect the service of the complainant while the investigation of a disputed bill or portion thereof is still pending. The complainant shall not withhold, in all circumstances, payment of the undisputed portion of the bill.*
- 6.9 Sub-regulation 7.3 (iv) and (v) must be removed and must not be included in the final regulations as they may unfairly contradict contractual agreement between the licensee and end-user.

7. COMPLAINTS PROCEDURES

- 7.1 SENTECH requests the Authority to revise sub-regulation 8.3 (a) as following;
- 7.2 *8.3 a) Acknowledge receipt of complaints escalated by the Authority within twenty four (24) hours or the next working day if the twenty four (24) hours falls within a weekend or holiday.*
- 7.3 SENTECH requests the Authority to remove sub-regulation 8.3 (d) and replace it with the following wording;
- 7.3.1 *8.3 d) The Authority will deliberate on the response from the licensee regarding the resolution of the complaint/s brought before it.*
- 7.4 The resolution of a complaint is not always based on two parties agreeing with the outcome, but is mainly based on the facts presented.
- 7.5 A licensee should not be unfairly subjected to the Alternative Dispute Resolution (ADR) process as a consequence of lack of complainant's agreement, whilst overlooking the facts at hand.
- 7.6 SENTECH is of the view that sub-regulation 8.4 (iii) should be revised, as the section COMPLAINTS PROCEDURES deals purely with complaints initially lodged with the licensee. Therefore the conduction of ADR in all nine (9) provinces is beyond the scope proposed in the Draft Regulations and it is unnecessary.
- 7.7 Sub-regulation 8.4 (iii) erroneously presumes that the complaint lodged by the end-user is common *in toto* to all end-users contracted with the licensee.
- 7.8 Sub-regulation 8.4 (iv) should be revised as following;
- 7.8.1 *8.4 iv. The Authority will invite parties involved the unresolved dispute, informing them of the venue and time where mediation will take place.*

8. REPORTING ON ESCALATED COMPLAINTS

- 8.1 In the interest of consistency, SENTECH proposes that the submission of complaints reports must also be on a quarterly basis, April, July, October and January.
- 8.2 Sub-regulation 9 (b) mistakenly refers to sub-regulation 13 (a) instead of 14(a).

9. SCHEDULE 1

- 9.1 SENTECH is of the view that further discussions with affected licensees are required to draft and finalise a measurement methodology for VSAT services.
- 9.2 The proposed methodology has not taken into account the nature of fixed satellite services and therefore cannot be used to measure VSAT quality of service.

10. CONCLUSION

- 10.1 SENTECH thanks ICASA for the opportunity to make written comments on the draft Regulations.
- 10.2 In principle SENTECH supports ICASA's intention to ensure the protection and the improvement of user experience for services which they pay for.
- 10.3 SENTECH reiterates its view that with regard to its service portfolio the draft Regulations only relate to its broadband services offered via VSAT, i.e. satellite internet connection.
- 10.4 SENTECH requests the Authority to deliberate on VSAT services separately as a consequence of the nature of the technology.