



Independent Communication Authority of South Africa

["ICASA"]

Private Bag X10002

Sandton

2164

For attention: Mr. Gumani Malebusha

Send via email:

gmalebusha@icasa.org.za

pmompe@icasa.org.za

21 February 2014

"Without prejudice"

Dear Sir,

RE: COMMENDS ON END-USER AND SUBSCRIBER SERVICE CHARTER REGULATION PUBLISHED IN GOVERNMENT GAZETTE NO37251 ON 22 JANUARY 2014

Abovementioned matter refers.

For confirmation purposes, the following information:

WirelessG (Pty) Ltd and Tsamma Telecoms (Pty) Ltd are both affiliated companies, wholly owned by G-Mobile Holdings Ltd. Tsamma Telecoms are the holding company of the ICASA licenses: ECNS and ECS. The product/s are referred to as G-Connect.

WirelessG (Pty) Ltd would like to commend on the following aspects of this subject matter:

In-Flight Wi-Fi

WirelessG herewith request that In-Flight Wi-Fi should be exempted from the stipulations set down in the End-User and Subscriber Service Charter Regulation.

In-Flight Wi-Fi should adhere to very strident ASA regulations and safety precautions enjoy preference to service access; for this reason, the Wi-Fi solution faces many challenges to adhere to these regulations stipulated by ICASA.

WirelessG suggest that the concepts and standards which should apply are the following:

- (i) "Uptime" must be the state in which In-Flight Internet access is available for use and can actually be used by a passenger aboard a commissioned aircraft whilst it is airborne.
- (ii) Flight time should be taken into consideration with uptime calculations in relation to a commissioned aircraft as the time that the aircraft is airborne between lift-off and touch-down.



- (iii) “Non-available time” should be taken into account and should be the time during which:
- a. the system is not activated aboard the aircraft;
 - b. the aircraft is at an elevation of less than 10,000 feet (in which instances the Wi-Fi equipment may not be active as per ASA Regulations);
 - c. the aircraft engages in emergency or other unusual manoeuvres i.e. when the pilot navigates the aircraft in a manner that disrupts the antenna’s line of sight to the satellite;
 - d. there are onboard circumstances (e.g. an electrical short) which adversely affect the provision of Internet Access; or
 - e. the aircraft experiences adverse weather or turbulence tending to disrupt the provision of the Wi-Fi service.

Abovementioned is only certain aspects of the in-flight Wi-Fi service differing from other **access services** used by customers on ground; a variety of various other elements should also be considered when measuring in-flight Wi-Fi uptime; this is a total diverse service from normal access services and should be treated as such.

Uptime should therefore only be calculated when a passenger is intended to be able to obtain In-flight Wi-Fi Internet access aboard the aircraft.

As mentioned above, WirelessG request an overall exemption of In-Flight Wi-Fi from the End-User and Subscriber Service Charter Regulation;

However, should an exemption not be possible, we request that the uptime should be amended to an average of 90% (ninety percent) quarterly, with abovementioned stipulations taken into account.

Wi-Fi Hotspots

Wi-Fi capabilities installed at a Venue for availability to the public (Hotspot Model) entails that the venue provider’s infrastructure are used to enable the network and/or bring same to the public; As WirelessG are dependent on this 3rd party’s assistance, the availability and standard are not wholly within WirelessG’s control.

Different Hotspot Models are available and sold to the Venue Providers (based on their requirement, venue, budget and other elements that should be taken into account); In some instances the WISP merely operates as a platform provider and not a full service provider; however, in these circumstances, the Hotspot will be included in the uptime calculations and form part of the roaming network of the Service Provider and its integrated partners.

WirelessG request:-

- Hotspot Venue’s **operating hours** should be taken into account when calculating uptime;



For example:

- Ellis Park (WirelessG Hotspot Venue) only switches on its Wi-Fi for specific events;
 - Conference Venues faces similar challenges;
 - Twenty four hour shops (like McDonald) only require Wi-Fi services up until 10h00 at night when the walk-in counter closes.
-
- Furthermore, **electricity outages** should be excluded due to the dependency on a third party (venue); the service provider cannot compel a venue to make available a generator as same may not make commercial sense or the venue provider refuse to make use of same for personal reasons;

I.e. if customers do not require the Wi-Fi service, availability of same should not be applicable, especially if the availability is not under the SP's control; in these instances, downtime should not affect SP's overall uptime calculation.

Alternatively, WirelessG request ICASA to consider excluding Wi-Fi access in total to the proposed End-User and Subscriber Service Charter Regulation for **access services** due to its complexity, different infrastructure and dependency on third parties;

Abovementioned taken into consideration, it is clear that the Wi-Fi infrastructure environment is too fragmented to meet the stringent requirements suggested in the Regulation; Wi-Fi is a very different service offering (with challenges outside SP's control) from 3G, Voip or other access services.

Please consider amendment or preferable exemption for Wi-Fi access services.

We thank you for your consideration in this regard.

WIRELESSG EXECUTIVE TEAM

CONTACT PERSON:

RIKUS JORDAAN

Chief Technical Officer & PMO

rikusj@wirelessg.co.za