

Statutory Instrument No. 14 of 1981

BOTSWANA TELECOMMUNICATIONS CORPORATION ACT, 1980
(3 of 1980)

TELECOMMUNICATIONS REGULATIONS, 1981
(Published on 20th February, 1981)

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SCHEDULE

IN EXERCISE of the powers conferred on the Minister of Works and Communications by section 30 of the Botswana Telecommunications Corporation Act, 1980, the following Regulations are hereby made –

PART I *Preliminary*

1. These Regulations may be cited as the Telecommunications Regulations, 1981. Citation
2. In these Regulations, unless the context otherwise requires, – Interpretation
 - “amateur” means a person who is interested in radio technique solely with a personal aim and without pecuniary interest and to whom an amateur radio station licence has been issued under regulation 85;
 - “amateur radio station” means a radio station operated by an amateur;
 - “broadcast” means the sending out by radio of any message for information or the education or entertainment of listeners;
 - “broadcasting station licensee” means a person licensed to operate a broadcasting station;
 - “construct” means to erect, set up, lay down or place;
 - “Corporation” means the Botswana Telecommunications Corporation established under section 3;
 - “exchange line” means a circuit provided as part of an installation for the purpose of connecting that installation with a telex or telephone exchange, not being a circuit provided as a private circuit or part of a private circuit;
 - “fixed station” means –
 - (a) a station intended to be operated from a fixed point to a fixed point or points; or
 - (b) a headquarter station intended to be operated solely for the purpose of communicating with land mobile stations;
 - “installation” means equipment or apparatus supplied by the Corporation to a subscriber for the purpose of providing telecommunications;
 - “message” means any communication, whether oral, written, printed or displayed or conveyed by the system by any other means;
 - “minimum period of service” means a period determined by the Corporation in respect of any installation, beginning with the day the installation is connected for use, for which the subscriber is liable to pay rental and any other recurring charges, notwithstanding any notice the subscriber may give for termination of service;
 - “mobile station” means a land station intended to be operated while in motion or during halts at unspecified points;

- “officer” includes any person in the service of, or employed in connexion with any business of, the Corporation;
- “power” means the input power to the anode of the radio frequency stage immediately preceding the aerial, except where otherwise described;
- “public system” means the public telecommunications system;
- “radio” means the transmission or reception over any distance without connecting wires of images and other visual matter and of sounds, signs or signals by electrical means;
- “radio communications equipment” means any apparatus or article, or any part thereof, intended for or capable of transmitting or receiving images, signs, signals or visual matter by radio;
- “radio dealer” means a person who, by way of trade or business, sells, gives or in any other manner supplies radio communications equipment to any person;
- “radio-telegram” means a message or image sent by radio from one person to another;
- “sender”, in relation to a telegram, means the person from whom that telegram purports to have come, unless such person proves that he is not the sender thereof;
- “service” means any service or facility provided by the Corporation as a means of supplying telecommunications;
- “subscriber” means a person on whose application the Corporation provides service by means of an installation under these Regulations and includes, where the context so requires, an applicant for service to be provided under these Regulations;
- “subscriber’s premises” means any premises in or on which an installation or part of an installation is situated, being premises in the possession or occupation or under the control of the person who is the subscriber in respect of the installation or of a person for whose use the installation or part thereof is provided on the application of the subscriber, or premises connected by telecommunications with such premises by means of an extension or private wire comprised in the installation;
- “telegram” means any communication transmitted or intended to be transmitted by telegraph or delivered or intended to be delivered as a communication transmitted in whole or in part by telegraph;
- “telegraph” means any system or means of conveying signs, signals, images, sounds or communications by the agency of electricity, magnetism or electro-magnetism or any agency of a like nature, whether with or without the aid of wires, and includes wireless telegraphy, radio and visual transmission by the system commonly known as television and telephone;
- “telegraph lines” includes any apparatus, instrument, pole, mast, standard, wire, pipe, tunnel, pneumatic or other tube, thing or means which is or may be used in connexion with or for the purpose of sending, transmitting, conveying or receiving telegraphic signs, signals, sounds or communications.

PART II *Telegraphs*

3. (1) The Corporation may, by notice in writing, permit the owner of any system of railways, in respect of which telegraph lines have been constructed in pursuance of rights conferred by any written law, to maintain and work, for the purposes of the railways, such telegraph lines for the period and to the extent authorized by the written law.

Persons allowed to maintain and work private telegraph lines

(2) The Corporation may construct, maintain or lease telegraph lines for private use or by licence authorize any person to construct, maintain and work private telegraph lines within Botswana and may, prescribe the fees and conditions in respect of the use of such telegraph lines.

(3) Save as provided in subsections (1) and (2), no person shall use any telegraph line for the purpose of transmitting or delivering telegrams for the public except with the authority in writing of the Chief Executive and on such terms and conditions as he may prescribe, and the Corporation shall have the right to inspect all offices which are authorized to accept, transmit or deliver public telegrams.

4. (1) Subject to subregulation (2), the Corporation may take over the whole or any part of any telegraph line or system whether constructed before or after 1st April, 1980, and whether or not constructed, maintained or operated under any written law.

Corporation may take over private line after notice

(2) The Corporation shall give 6 months' notice in writing of its intention to take over any line or system, and shall, on taking over the line or system, pay compensation, the amount of which, if not agreed upon, shall be settled by arbitration in accordance with the Arbitration Act.

Cap. 06:01

5. The Corporation may, after giving reasonable notice in writing, for the purposes of the Act, enter upon any land, including land reserved for public purposes, street, road, footpath, waterway or railway and construct and maintain a telegraph or telephone line or conduct work upon, under, along or across any land, street, road, footpath, waterway or railway, and for that purpose may attach wires, stays or any other kind of support to any building or other structure, and may remove or alter any such line, work, wires, stays or support.

Right of entry and to construct lines across land, etc.

6. (1) After reasonable notice in writing to the local authority or person owning or having the care and management of any street, road or footpath, the Corporation may construct, maintain, alter or remove in the manner specified in that notice any telegraph or telephone line, pipe, tunnel or tube required for telegraphic or telephone purposes beneath such street, road or footpath, and may for such a purpose break or open up any street, road or footpath and alter the position thereunder of any pipe, not being a sewer, drain or mains for the supply of water, gas or electricity.

Lines may be laid under streets, etc.

(2) A local authority or person to which or whom any such pipe belongs or by which or whom it is used shall be entitled at all times, while work in connexion with the alteration in the position of that pipe is in progress, to supervise that work, and the Corporation shall pay all reasonable expenses incurred by such local authority or person in connexion with any alteration or removal under this regulation or in connexion with the supervision of work relating to any such alteration.

Damage to property or injury to persons

7. (1) The Corporation shall carry out any work required for the purposes of the Corporation with due regard to the safety and convenience of persons and with the minimum of damage to property, and shall make good all roads, streets or footpaths disturbed by such work.

(2) The Corporation shall be liable for compensation for injury or damage only if such injury or damage was caused through the negligence of the employees of the Corporation, and if agreement cannot be reached the amount of such compensation shall be determined by arbitration in accordance with the Arbitration Act.

Alteration of works at request of local authority or other person

8. (1) Where, as a result of any works undertaken by a local authority or any person, it becomes necessary, in the opinion of the Corporation, to alter any pre-existing telegraph or telephone line belonging to the Corporation, the cost of such alteration shall be borne by such local authority or person.

(2) Where any telegraph or telephone line passing over a private property interferes with any building about to be erected on that property, the Corporation shall, on receiving satisfactory proof that a building is to be erected, cause the line to be deviated or altered in such a manner as will remove all obstacles to building operations.

(3) Any person requiring a deviation or alteration referred to in subregulation (2) shall, not less than 28 days before the deviation or alteration is required to be effected, give the Corporation notice thereof in writing.

(4) Any person who desires a deviation or alteration of a telegraph or telephone line passing over private property on any grounds other than those referred to in subregulation (2) shall submit to the Corporation in writing 28 days' notice thereof, and the Corporation shall decide whether or not the deviation or alteration is possible, necessary or expedient.

(5) Where the Corporation agrees to make any deviation or alteration, the cost of carrying out the necessary work shall be borne by the person at whose request the deviation or alteration is effected.

Gates in fences

9. (1) Where any fence erected or to be erected on land over which a telegraph or telephone line is constructed or is to be constructed renders or would render it impossible or inconvenient for the Corporation to obtain access to that land for any purpose of the Act, the Corporation may erect and maintain, at its expense, gates in that fence and shall provide duplicate keys therefor, one of which shall be handed to the owner or occupier of the land.

(2) Any person intending to erect any such fence shall give not less than 6 weeks' notice in writing to the Corporation of his intention so to do.

Trees obstructing telegraph lines

10. Where communication is or may be interfered with or endangered by a tree or undergrowth, the Corporation may cause such tree or undergrowth to be cut down or trimmed:

Provided that where circumstances permit the Corporation may allow the owner or occupier of the land upon which such tree or undergrowth grows a reasonable opportunity of carrying out the necessary cutting down or trimming.

Height and depth of lines

11. (1) The height of aerial wires or cables along any railway or public or private land, street, road or footpath shall be at least 3 m, and every aerial wire or cable which crosses any railway or public or private land, street, road or footpath shall be at least 5 m, above the surface of the ground.

(2) Underground telegraph or telephone lines shall be placed at least 30 cm below the surface of the ground.

(3) Subject to the provisions of regulations 8 and 10, where the owner of any private land proves to the satisfaction of the Corporation that he is obstructed in the free use of his land by reason of the insufficient height or depth of any telegraph line, the Corporation shall take such steps as it may deem necessary for effecting relief to that owner.

12. (1) Where any lines for the transmission of electricity are so constructed as to injuriously affect any telegraph or telephone line or any proposed telegraph or telephone line, the owner of such electric line shall make such alterations thereto as the Corporation may determine.

Electrical works to conform to requirements

(2) Any person proposing to erect any line for the transmission of electricity shall before erecting such line obtain the written approval of the Corporation which shall be entitled to require such alterations in the route or manner of constructing such electric line as shall ensure that the proposed electric line shall not injuriously affect any existing or proposed telegraph or telephone line.

13. Telegrams shall be processed, transmitted and delivered in accordance with the provisions of the International Telegraph Regulations.

Telegrams to be handled in accordance with I.T. Regulations

14. Any telegram which in the opinion of the Chief Executive contains anything of a blasphemous, indecent, obscene, offensive or defamatory nature shall not be accepted for transmission.

Offensive language in telegrams

PART III *Telephones and Telex*

15. (1) An application for a telephone or telex service shall be made on an application form provided by the Corporation, signed by the applicant or a member of the applicant's family authorized by him, or, if the applicant is a company, corporation or Government Department, by a principal official or by such other person as may be authorized by a principal official to act on his behalf.

Applicant to apply on form provided

(2) Where an applicant is a partnership, an application for a telephone or telex service may be signed on behalf of the partnership by a partner or his authorized agent.

(3) Where an applicant for a telephone or telex service is not the owner of the premises to which service is requested, the Corporation may require evidence that the owner has given permission for the installation of apparatus and the provision of such service.

(4) From the date on which an applicant's signed application form is accepted by the Corporation the applicant shall become subject to these Regulations.

16. (1) Where, due to any reason whatsoever, an applicant withdraws his request for a telephone or telex service, or, as a result of anything done or omitted by the applicant any apparatus or service specified in his application is not provided, and the work relating to such service is in progress or has been completed, the applicant shall pay the cost, as assessed by the Corporation, of the work carried out by the Corporation on his behalf, or the amount of the periodic rental or charge for the minimum period of service specified in the application form, whichever is the lesser amount.

Liability of applicant for payment of work done

(2) Where an applicant has contracted to purchase apparatus from the Corporation but failed so to do, he shall pay to the Corporation any costs by way of purchase price or liquidated damages or any other liabilities which the Corporation may have incurred in the course of purchasing such apparatus.

Additional conditions for special cases

Corporation not liable to subscriber for damage or loss arising from failure of service

17. Where, in the opinion of the Corporation, at any time before or after service is provided additional conditions should be applied, the Corporation may require a subscriber to enter into an agreement specifying such additional conditions.

18. The Corporation shall install apparatus and equipment and supply service and, subject to the provisions of these Regulations, shall maintain them in good working order but shall not be liable to a subscriber, and a subscriber shall not be entitled to any abatement of rental, for or on account of or in respect of any loss or damage suffered by reason of or in connexion with —

- (a) a failure to provide or delay in providing service, any apparatus or equipment or service ancillary thereto;
- (b) a failure, interruption, suspension or restriction of service or a service ancillary thereto;
- (c) a delay of or fault in communications by way of service provided; or
- (d) an error in or omission from a directory or other document relating to such service.

Corporation to maintain and supply spare parts

19. For the purpose of maintaining any installation the Corporation shall at its expense supply all necessary spare parts and replace such installation or any part thereof where it becomes unserviceable or otherwise inoperative due to fair wear and tear.

Installation to remain property of Corporation

20. An installation provided under these Regulations shall at all times remain the property of the Corporation and the subscriber shall be responsible for the safety of all such parts thereof as are in or on a subscriber's premises, fair wear and tear excepted.

Subscriber to protect Corporation's employees and property at premises at risk

21. Where at any time the Corporation informs a subscriber that, in its opinion, the premises at which the service is or is to be provided are subject to abnormal risks of fire, flood or explosion, or the Corporation's employees or property on the subscriber's premises are subject to abnormal risks of injury or damage, the subscriber shall take such steps to protect all telephone or telex apparatus and equipment installed or to be installed on the premises as the Corporation shall consider to be adequate, failing which the Corporation may summarily terminate service and enter upon the premises for the purpose of disconnecting and recovering all or any telephone or telex apparatus and equipment.

Subscriber not to allow Corporation's employees to be put at risk
Subscriber to indemnify Corporation

22. A subscriber shall not permit any person engaged in the business of the Corporation to install any apparatus or equipment at any point on the subscriber's premises where an explosion is likely to be caused by heat, a naked light, a flame or sparks.

23. (1) Subject to regulation 25, in the event of damage, loss, injury or death occurring from any negligent cause on the subscriber's premises the subscriber shall pay to the Corporation the amount of any costs or expenses incurred by the Corporation in repairing or replacing any Corporation apparatus or equipment thereby damaged or destroyed, and shall further indemnify the Corporation against all actions, proceedings, claims, demands or any costs or expenses incidental thereto

by whomsoever brought or made in respect of damage, loss, injury or death.

(2) The Corporation may at its discretion pay, compromise or cause to be defended any such action, proceedings, claims or demands.

24. Subject to regulation 25, a subscriber shall not be entitled to recover from the Corporation in respect of any loss, damage, injury or death sustained or suffered by the subscriber through, as a result of or consequential upon any explosion or fire or electric potential attributable directly or indirectly to –

Subscriber not entitled to recover damages

(a) anything done or omitted by any person engaged in the business of the Corporation; or

(b) any property of the Corporation on or joined to a subscriber's premises.

25. Where a subscriber has complied with the provisions of regulation 22, the provisions of regulations 23 and 24 shall not apply in relation to any explosion or fire proved by the subscriber to have been caused by the omission of any person referred to in regulation 22 to observe the instructions given by the subscriber under regulation 22.

Conditions for non-application of regulations 23 and 24 to subscriber

26. Where a change in a subscriber's installation is requested by the subscriber necessitating the supply of additional apparatus or equipment either in the subscriber's premises or elsewhere or both, the Corporation may at its discretion determine either a minimum period of service in respect of the added apparatus or equipment only or a fresh minimum period of service in respect of the whole installation including the added apparatus or equipment.

Determination of minimum period of service when apparatus added

27. Any periodic rental or charge specified in an application form or payable under these Regulations shall be paid by a subscriber on demand in advance, and any charges in respect of service specified in these Regulations or in a notice served on a subscriber shall be paid on demand in arrears.

Subscriber to pay on demand

28. In addition to the right of the Corporation provided for elsewhere in these Regulations to withdraw service, the Corporation may withdraw service at any time by giving to a subscriber not less than one month's notice in writing.

Corporation may give one month's notice of withdrawal of service

29. (1) Where, during the minimum period of service, a subscriber gives the Corporation not less than one month's notice in writing of his intention to terminate the service at the expiration of the minimum period, the service shall be terminated on the last day of the minimum period.

Service to continue unless terminated by one month's notice or summarily

(2) Except where a notice specified in subregulation (1) is given by a subscriber or service is withdrawn by the Corporation under regulation 21, 45 or 49 before or on the last day of the minimum period of service, service shall continue to be provided until terminated by not less than one month's notice given either by the subscriber under regulation 30 or by the Corporation under regulation 28 or summarily under regulation 21.

Subscriber's notice to be without prejudice to liability

30. A subscriber may give to the Corporation one month's notice in writing requiring it to cease to provide a telephone or telex service without prejudice to any liability of the subscriber which has accrued or may accrue under regulation 31.

Subscriber's notice to be without prejudice to liability

<p>Subscriber not entitled to reduction in charge where service terminated within minimum period of service</p> <p>Charges to cease on termination of service</p>	<p>31. Where, before the end of the minimum period of service, service is terminated summarily by the Corporation under regulation 21, 45 or 49 or by notice from a subscriber under regulation 30, the subscriber shall not be entitled to any refund or reduction in any periodic rental or charge for the minimum period of service which has been paid or is payable under these Regulations, except that if notice is given by the subscriber under regulation 56 the Corporation may at its discretion require the payment of such lesser sum as it may determine.</p> <p>32. Where service is terminated after the expiry of the minimum period of service (otherwise than by summary termination by the Corporation under regulation 21, 45 or 49), liability for any periodic rental or charge shall cease on such termination, and if such rental or charge has been paid in advance in respect of any period which has not expired on the termination of service a due proportion of such rental or charge may be refunded.</p>
<p>Service not to be assigned or disposed of</p>	<p>33. (1) A subscriber shall not, except with the written consent of, or an agreement entered into with, the Corporation, assign, dispose of or part with a service provided under these Regulations.</p> <p>(2) A subscriber who fails to comply with subregulation (1) shall, without prejudice to any other right or remedy of the Corporation, continue to be liable for all rental charges and sums due or which may become due in respect of the installation, the use thereof and the service and facilities rendered at the request or with the authority of the person using the installation.</p>
<p>Subscriber not to receive consideration</p>	<p>34. (1) Neither a subscriber nor any other person shall receive any consideration, either directly or indirectly, in return for or on account of the use of any apparatus or equipment or the enjoyment of any service provided under these Regulations.</p> <p>(2) For the purposes of this regulation "consideration" includes money or money's worth, the giving or withholding of business or any other advantage or benefit of any kind or description.</p>
<p>Payment in advance for temporary service</p>	<p>35. Where, at the request of an applicant, service is provided for a period of less than one year, the applicant shall be required to pay in advance the rental and any other charge specified in the application form and, if the Corporation so requires, shall pay in advance a sum on account of call charges and any other charges not specified.</p>
<p>Applicant liable for charges from date service provided</p> <p>Deposit may be required</p>	<p>36. Subject to regulation 16, an applicant's liability shall commence from the date service is provided and all charges shall be paid on demand or within such time as the Corporation may require.</p> <p>37. (1) The Corporation may from time to time require the payment of a deposit of such amount as it thinks necessary by way of security for the payment of charges payable or to become payable by a subscriber, and the subscriber shall pay such deposit within such time as the Corporation may require.</p> <p>(2) The Corporation may retain such deposit until the liability of a subscriber in respect of charges for service has been discharged or for so long as service continues to be provided for the subscriber.</p> <p>(3) A deposit paid and held under this regulation shall not reduce a subscriber's liability under regulation 36, and no sum held as a deposit</p>

under these Regulations may be used to pay any charge or fee until service is terminated either by notice or summarily.

(4) In the event of the final amount payable upon termination of service being less than the amount of the deposit the amount by which the deposit exceeds the final amount payable shall be repaid to the subscriber.

38. In addition to or instead of requiring an applicant to pay a deposit the Corporation may require him to pay in advance before service is provided an amount not exceeding the rental for the minimum period of service and the connexion charge in respect of the installation for which he has applied.

Payment in advance

39. In the interest of other users a subscriber may be required to rent such number of exchange lines or apparatus as the Corporation considers necessary to maintain an efficient standard of service.

Subscriber may be required to rent additional lines or apparatus

40. The Corporation may –

(a) at any time after due notice in writing to the subscriber alter the telephone or telex number allotted to that subscriber and shall not be responsible for any loss or damage to the subscriber which may be caused thereby;

Corporation may alter telephone or telex number, etc.

(b) define or vary exchange areas and determine measurement centres therein from which rental and call charges may be assessed in respect of installations connected thereto; and

(c) define hypothetical exchange areas and measurement centres to which installations shall be deemed to be connected, and determine rental and call charges as if installations were connected thereto.

41. (1) The Corporation may connect a subscriber to such exchange and provide such apparatus, equipment and facilities as it may from time to time consider necessary and suitable, and shall not be bound to connect a subscriber to a particular exchange or to provide or to continue to provide apparatus, equipment and facilities of a particular style, standard or quality.

Corporation may alter or install apparatus as it considers necessary

(2) The Corporation may at any time without notice change or alter apparatus, equipment or facilities.

42. (1) The Corporation may take such action as it considers necessary to protect its property on a subscriber's premises and, where a subscriber vacates the premises in which Corporation property is situated, the Corporation may, notwithstanding any rental or charge which may have been paid in advance, make arrangements to recover its property and hold it in safe custody without in any way affecting the subscriber's liabilities or responsibilities under these Regulations.

Corporation may take action to protect its property

(2) A charge may be made for such recovery in accordance with existing tariff rates.

43. Except for the replacement of ribbons or paper on a telex machine, a subscriber shall not, without the Corporation's written approval, make or permit to be made any alteration or addition to any apparatus connected to or capable of being connected to the public system or attach any thing to an installation or connect, place or use any

Subscriber may not make unapproved attachments

thing in connexion therewith, electrically by induction or mechanically, unless it is approved by or provided by the Corporation for that purpose, or attach the Corporation's apparatus to any thing.

Indecent calls

44. (1) No person shall use the public system for —

- (a) sending to an employee of the Corporation or to any other person any message or communication which is offensive or abusive or of an indecent, obscene or menacing character; or
- (b) the persistent making of telecommunication calls without reasonable cause, or for the purpose of causing annoyance, or inconvenience or needless anxiety to an employee of the Corporation or to any other person.

(2) Any person who contravenes any provision of this regulation shall be guilty of an offence and liable to criminal proceedings and on conviction thereof shall be liable to a fine not exceeding P100.

Corporation may interrupt or terminate service for misuse

45. (1) The Corporation shall interrupt any message or refuse to give service to any person who in its opinion is transmitting or causing to be transmitted any message or signal which could lead to his conviction under regulation 44 and shall not in any such case return any sum paid in respect of the message, and may suspend without notice the service of any subscriber whose installation is used as aforesaid and may continue such suspension until the Corporation is satisfied that there will be no further misuse or abuse of the service, or may summarily terminate any or all services enjoyed by the subscriber and disconnect the lines from the public exchange.

(2) Any action taken under this regulation shall not prejudice any other right or remedy of the Corporation or any person.

Corporation may limit or terminate any conversation or message

46. The Corporation may limit, interrupt or terminate any message or conversation over the lines to the public exchange where, as a result of congestion in the system, it considers that such action is necessary in the interests of other users.

Authorized employees to have free access to subscriber's property for inspecting, etc., apparatus, or equipment

47. Subject to regulation 22, a subscriber shall permit authorized employees of the Corporation to have free access at all reasonable times to and in the subscriber's property or property in his use or control for the purpose of inspecting, installing, maintaining, recovering or altering apparatus or equipment situated in or over such property.

On termination of service installation to be returned in good condition

48. On the termination of service for any cause the subscriber shall surrender to the Corporation the installation with all fixtures and accessories in as good condition as when received, fair wear and tear excepted.

Corporation may terminate service if any amount not paid

49. (1) Where service is terminated under regulation 45, or if a subscriber fails to pay any amount as required under regulation 36 or fails to pay any deposit or advance as required under regulation 37 or 38, the Corporation may by 7 days' notice in writing or summarily terminate any or all service enjoyed by the subscriber and may disconnect the lines from the public exchange.

(2) The Corporation shall be entitled to recover forthwith from the subscriber in addition to any arrears of charges due to it, an amount

equal to the balance of the rental which would be payable by the subscriber if he had given one month's notice to terminate service or to the balance of rental to the end of the minimum period of service, whichever is the greater.

50. (1) Where a subscriber has a receiving order made against him or becomes insolvent or makes any composition or arrangement with or assignment for the benefit of his creditors, or, being a company, goes into liquidation, whether voluntary or otherwise, or has a receiver of any assets appointed, or fails to observe or perform any provision of or of an agreement made under these Regulations, the Corporation may (without prejudice to any other right or remedy) without notice suspend, wholly or in part, any service provided to the subscriber and, where it thinks fit so to do, disconnect any installation from the exchange.

Corporation to suspend service on subscriber becoming insolvent

(2) On termination of service under this regulation the subscriber shall pay, in addition to any arrears of rental or other sum due to the Corporation under these Regulations, a sum equal to one month's rental or to the rental which would have been payable for the installation in respect of the period from that date to the end of the minimum period of service, whichever is the greater.

51. (1) A tie line shall be used exclusively for making calls between the installations which it connects or between one installation and a caller on an exchange line connected to the other installation.

Tie line not to connect other users in different exchange areas

(2) A tie line shall not be used for making calls between other users in different exchange areas.

52. (1) Where and when required so to do by the Corporation, a subscriber shall provide at his own expense a continuous supply at a pressure not exceeding 230 volts of the electricity required by the Corporation for the installing, operation and maintenance of the installation and any part thereof.

Subscriber to provide power

(2) Electricity shall be supplied at such point or points and by such means of connexion and connexion to earth and with such protective device as the Corporation may from time to time require.

(3) A subscriber shall pay any cost incurred by the Corporation from time to time in making any alteration to an installation as the Corporation considers necessary to conform to any change made otherwise than by the Corporation in the method of supplying electricity to the installation or in the electric current used, or to prevent injurious affection to the installation by any electric line or plant erected on the subscriber's premises.

53. A subscriber shall pay in respect of an installation and any service provided thereto such rental, charges and fees set out in the Schedule.

Subscriber to pay tariff and other listed charges

54. A subscriber shall pay a specially assessed non-periodic rental or charge, to be determined by the Corporation, where –

Specially assessed rental or charge

(a) the charge set out in the Schedule is not appropriate to the required installation;

(b) no rate is specified in the Schedule in respect of an installation or a particular component part thereof;

- (c) the Corporation considers that in order to meet a subscriber's requirement it is necessary for the installation or any component part thereof to be of non-standard apparatus or to be constructed by a non-standard or a more expensive method of construction;
- (d) at the request of a subscriber, the installation or any component part thereof is to be of non-standard apparatus or equipment or to be constructed by a non-standard or a more expensive method of construction;
- (e) a subscriber requires an installation to be provided for a period of less than the minimum period of service normally applicable to such an installation;
- (f) the Corporation considers that any apparatus or equipment to be provided by it within a subscriber's curtilage will be subject to abnormal risks of damage or depreciation as a result of any electric line or plant or any inflammable, explosive, dangerous or deleterious substance or thing or the carrying on of any operation within such curtilage and, accordingly, provides apparatus or equipment which is specially protected or of a more expensive type or of a greater length, or installed in a more expensive manner, than would otherwise have been the case; or
- (g) at the subscriber's request and with the written agreement of the Corporation, apparatus or equipment is changed for apparatus or equipment of a similar style or function.

Specially assessed charge may be increased

55. The Corporation may from time to time by notice in writing to a subscriber vary any specially assessed rental or charge payable under regulation 54, such variation to take effect on the date specified in the notice, which, in the case of an increase of a rate of rental, shall be not less than one month from the date of service of the notice.

Transfer on a cease-and-provide anew basis

56. Where the Corporation requires that the transfer or change of an installation or part thereof shall be effected on a cease-and-provide-anew basis, the subscriber shall give notice under regulation 30 requiring the Corporation to cease to provide service by means of the installation or part thereof and shall apply under regulation 15 for service to be provided by means of a fresh installation or part thereof.

Form of entry in directory

57. The Corporation shall make an entry, in the appropriate telephone or telex directory published by it or on its behalf, in respect of every exchange line and every entry shall be made on such terms and in such form, manner and order as the Corporation thinks fit.

Special and additional entries

58. A subscriber may apply to the Corporation (or, where so required, to a publisher acting on behalf of the Corporation) for a special entry, in respect of a specified exchange line provided for him, to be made in a directory —

- (a) in bold type;
- (b) containing supplementary information;
- (c) in a section other than the appropriate section under regulation 57, at such charge as may from time to time be in force.

Classified entries excluded from the term "directory"

59. The term "directory" referred to in regulations 57 and 58 shall not include a section in which the entries are classified according to the trades or professions of the subscribers.

60. Where a switchboard constitutes the installation, the subscriber shall provide at his own expense and to the satisfaction of the Corporation sufficient competent operators for the proper working of the switchboard.

Subscriber
to supply
switchboard
operator

61. (1) *The Corporation shall not be held liable or deemed to be in default for any failure to perform its obligations under these Regulations if such failure results directly or indirectly from force majeure, nor shall a subscriber be entitled to any abatement of rental for the period of such failure.*

Force
majeure

(2) *For the purposes of this regulation "force majeure" means any written law or order or direction of the Government with which the Corporation is required to comply, failure or delay of transportation, inability to obtain or delay in obtaining necessary labour, manufacturing facilities, materials or other component parts, a strike or other labour difficulty, insurrection, a riot, a national emergency, an act of God, an act or omission of a subscriber, or any like cause beyond the control of the Corporation.*

62. (1) The benefits and liabilities provided to or incurred by a subscriber shall not be assigned or otherwise transferred to a third party except. —

Subscriber
not to assign
benefits or
liabilities

(a) in the case of assignment by the subscriber, with the written consent of the Corporation; or

(b) where, in the case of assignment by the Corporation, notice in writing has been given to the subscriber.

(2) In the event that notice of assignment is given under subregulation (1) (b) the assignment shall, unless service has been terminated by the subscriber by one month's notice in writing to the Corporation, enter into force upon the expiry of one month from the date of such notice.

63. Nothing contained in or done under these Regulations shall be construed as implying that the Corporation is under any obligation to provide apparatus or equipment for the purpose of affording means of service or to effect an internal or external transfer or a change of apparatus.

Corporation
not obliged
to provide
service

64. (1) Where a subscriber is given approval under regulation 43, the attached or connected apparatus shall be subject to a maintenance agreement between the Corporation and the subscriber, or, in a form approved by the Corporation, between the subscriber and a third party.

Maintenance
agreement

(2) Where apparatus which is the subject of a maintenance agreement with a third party is not maintained to the satisfaction of the Corporation, the Corporation may give notice that improvement must be effected or the apparatus replaced or removed.

(3) Where at the expiry of a notice under subregulation (2) there is insufficient improvement or the apparatus is not replaced or removed, the Corporation may enter upon the subscriber's premises and disconnect or remove the apparatus, in which case no liability shall be attached to the Corporation in respect of any consequential damage to the apparatus or the subscriber's premises.

(4) At the request of the subscriber the Corporation may replace the disconnected or removed apparatus by apparatus supplied by the Corporation at the rates and on conditions prescribed by the Corporation.

Licence
required for
private
telecom-
munications
system

65. (1) No person shall establish or operate a private telecommunications system except under a licence issued by, and on such terms and conditions as, the Corporation may decide and upon payment of the fee set out in the Schedule or as may be specially assessed:

Provided that a person shall not require a licence to establish or operate a private telecommunications system within a single area of that person's property, such system to be independent of the public system and not cause damage, interference or injury thereto.

(2) Any person who contravenes any provision of this regulation shall be guilty of an offence and on conviction thereof shall be liable to a fine not exceeding P200 and, where damage or interference is caused to the public system, shall pay the costs and expenses of replacing and restoring the public system to its original condition.

PART IV *Radio Stations, Radio Communications Equipment, Licences, etc.*

Radio
stations

66. (1) The Corporation may establish and operate radio transmitting and receiving stations at such points as may appear to it to be desirable and may at its discretion take over and operate any licensed radio station.

(2) In the event of the Corporation taking over in terms of subregulation (1) any licensed radio station, compensation shall be payable to the licensee.

(3) The amount of compensation payable shall be determined by agreement or, failing agreement, by arbitration in accordance with the Arbitration Act.

Possession
or operation
of unlicensed
radio
communi-
cations
equipment
prohibited

67. (1) No person shall erect, maintain or have in his possession any radio communications equipment or transmit by radio any sound, image, sign or signal unless in respect of that radio communications equipment he is the holder of a licence issued under regulation 68 or a permit issued under regulation 69.

(2) Any person who contravenes any provision of this regulation shall be guilty of an offence and on conviction thereof shall be liable to the penalties prescribed in regulation 91 and, in addition, to a fine equalling the amount of the annual fee payable for a licence in respect of the apparatus which is the subject of the offence.

Issue of
licences

68. (1) Subject to the provisions of these Regulations and on the payment of the prescribed fee, the Corporation may issue to any person approved by it, on such terms and conditions as the Corporation may from time to time apply, any one or more of the licences set out in the Schedule.

(2) It shall be a condition of every licence that the licensee shall observe the requirements of any international telegraph or radio-telegraph convention by which Botswana is bound.

Permit for
possession
of radio
communi-
cations
equipment

69. (1) The Corporation may, for a limited period, issue to any person approved by it a permit for the possession of radio communications equipment on condition that such equipment is not during such period used for the purpose of transmission.

(2) No fee shall be payable for the issue of a permit under subregulation (1).

70. (1) Subject to the provisions of this regulation, the Corporation shall have the exclusive privilege of transmitting and receiving radio-telegrams.

Radio-telegrams

(2) The Corporation may issue to any person approved by it, subject to such conditions and on the payment of such fee as may be prescribed, a licence to accept, transmit or receive radio-telegrams.

(3) The Corporation may authorize the holder of a licence issued under this regulation to make charges for transmission or reception at rates to be fixed from time to time by the Corporation.

71. (1) No person, other than the holder of a radio dealer's licence issued under these Regulations, shall by way of trade or business sell, give or in any manner whatsoever supply radio communications equipment to any other person.

Restriction on transfer of radio communications equipment

(2) No person shall sell, give or in any manner whatsoever, whether by way of trade or business or otherwise, supply radio communications equipment to any person who is not the holder of a licence or permit issued under these Regulations.

(3) A person holding a radio dealer's licence who sells, gives or in any manner whatsoever supplies radio communications equipment to any person shall keep a record of every such transaction by means of an invoice setting out the date of the transaction and his name and address and those of the recipient, such invoice to be completed by him or under his direction and signed by him at the time of the transaction.

(4) A copy of the invoice referred to in subregulation (3) shall be given to the recipient of the equipment, one copy shall be forwarded to the Corporation within 7 days of the transaction, and one copy shall be retained by the supplier of the equipment and shall on demand be open for inspection by any person duly authorized by the Corporation in that behalf.

(5) Any person who contravenes any provision of this regulation shall be guilty of an offence and on conviction thereof shall be liable to a fine not exceeding P200.

72. Every person who is the holder of a licence or permit issued under regulation 68 or 69 shall on demand produce such licence or permit for inspection by an authorized officer of the Corporation.

Production of licence

73. (1) Any officer duly authorized by the Corporation may at any reasonable time inspect the plant or equipment used by any person licensed to transmit by radio or possessed by any person under a permit issued in terms of regulation 69.

Inspection of plant and equipment

(2) Where such officer finds that the provisions of these Regulations are not being complied with, he may order the use of the plant or equipment to be forthwith discontinued and shall make a report to the Chief Executive who shall make an order in accordance with the provisions of these Regulations in respect of such plant or equipment.

74. The Corporation may at any time cancel any licence or permit issued under regulation 68 or 69.

Cancellation of licence

75. No liability shall attach to the Corporation or to the Government in respect of any action, claim or demand which may be brought or made by any person or his agent in consequence of any damage arising from anything done by the holder of any licence issued under regulation 68.

No liability attached to Corporation or Government

Application for licence	76. An application for a radio communications licence or a radio communications equipment dealer's licence shall be made to the Corporation and shall be valid for 12 months from the date of issue.
Distress signals	77. All stations shall strictly comply with the international regulations concerning distress signals, such as the group in radio-telegraphy and the word "MAYDAY" in radio-telephony, and priority shall be given to any other emergency communication.
Modification to equipment	78. Where a licensee is required by the Corporation to make a technical or other modification to his radio communications equipment, he shall arrange for such modification to be carried out without claim for compensation.
Tests	79. A licensee of a station shall be permitted to carry on such routine tests as may be required for the proper maintenance of the station.
Installation and maintenance of high power transmitters	80. (1) The installation and maintenance of any radio communications equipment at a station where the power of the transmitter exceeds 500 watts DC input shall not be undertaken other than by a radio engineer authorized in writing by the Corporation. (2) For the purposes of subregulation (1) a "radio engineer" means a person who satisfies the minimum technical qualifications specified by the Chief Executive. (3) Any person who contravenes any provision of this regulation shall be guilty of an offence and on conviction thereof shall be liable to a fine not exceeding P100 or, in default of payment, to a term of imprisonment not exceeding 3 months.
Maintenance and repair of radio communications equipment	81. (1) Subject to regulation 80 (1), the routine maintenance and repair of radio communications equipment upon which the safety of life at sea or in the air depends shall not be undertaken other than by a radio technician authorized in writing by the Chief Executive. (2) Any person who contravenes any provision of this regulation shall be guilty of an offence and on conviction thereof shall be liable to a fine not exceeding P100 or, in default of payment, to a term of imprisonment not exceeding 3 months.
Sealing of radio communications equipment	82. (1) The Corporation may cause any radio communications equipment in respect of which a permit has been issued under regulation 69 (1) to be effectively sealed so as to prevent the use of such equipment for the purpose of transmission. (2) Any person who tampers with or breaks any seal affixed to radio communications equipment under subregulation (1) shall be guilty of an offence and on conviction thereof shall be liable to a fine not exceeding P100 or, in default of payment, to a term of imprisonment not exceeding 3 months. (3) The Corporation may order the confiscation of radio communications equipment pending prosecution for alleged contravention of this regulation.
Secrecy of communications	83. A licensee shall not divulge to any person other than an authorized officer of the Government or as a witness before a court of competent jurisdiction, or make any use whatever of any message coming to his

knowledge and not intended for receipt by means of radio communications equipment.

84. A person making application for a fixed station licence or a mobile station licence shall do so in writing to the Corporation giving full particulars of the service he proposes to install. Limitations on issue of licence

85. An application for an amateur radio station licence shall be made to the Corporation in writing on the prescribed form and the Corporation may, at its discretion and subject to such terms and conditions as it may from time to time prescribe and on payment of the prescribed fee, if any, issue a licence, and such licence shall not be transferable. Application for amateur radio station licence

PART V *Offences and Penalties*

86. Any person who – Theft, destruction, forging or alteration of telegrams
- (a) with fraudulent intent takes from the possession of any officer, or from a person having the custody thereof for the Chief Executive, or from any telecommunications office, or steals, secretes or destroys, any telegram or any part thereof or fraudulently receives any such telegram or part thereof;
 - (b) forges a telegram or utters a telegram knowing the same to be forged or false or transmits as a telegram any message or communication purporting to be a telegram which he knows to be forged or false; or
 - (c) knowingly sends, delivers or causes to be sent or delivered to any officer for the purpose of being transmitted as a telegram any message or communication which has been wilfully and without due authority altered, or which purports to be signed or sent by any other person without that person's consent, or who wrongfully signs any telegram with the name of another person without that person's consent, or with the name of some fictitious person, or who wilfully and without the consent of the sender alters any telegram, or writes, issues or delivers any message or communication which purports to be a telegram received through a telegraph office but which was not so received,

shall be guilty of an offence and on conviction thereof shall be liable to a fine not exceeding P200 or, in default of payment, to a term of imprisonment not exceeding 6 months.

87. Any officer who, not being a witness in a court of law, without the consent of the sender or addressee, or otherwise than in pursuance of his duty, opens or tampers with or divulges the contents or substance of any telegram, or discloses its existence otherwise than by delivering it or giving a copy thereof to the person to whom he is authorized to deliver it or to give such copy, or who maliciously or wilfully misdelivers, mistimes, secretes, intercepts, destroys, makes away with, alters or omits to transmit or deliver or prevents or delays the transmission or delivery of any telegram, or makes use for his own purposes of any knowledge he may acquire of the contents of any telegram, shall be guilty of an offence and on conviction thereof shall be liable to a fine not exceeding P200 or, in default of payment, to a term of imprisonment not exceeding 6 months. Divulging contents of telegrams

Erection of telegraph lines without authority	<p>88. Save as is provided in regulation 3, any person who without the authority of the Corporation erects, maintains or uses any telegraph or telephone line, whether constructed before or after 1st April, 1980, shall, if he fails to comply with any notice in writing from the Corporation to remove that line or to pay such charges, if any, in respect thereof as may from time to time be prescribed, be guilty of an offence and on conviction thereof shall be liable to a fine not exceeding P50 per day for every day during which any such line is or continues to be erected, maintained or used, and the Corporation may without compensation take absolute possession of, cut down or destroy the whole or part of that line.</p>
Damage to telegraph lines, etc., and arrest of offender	<p>89. (1) Any person who wilfully or maliciously —</p> <ul style="list-style-type: none"> (a) destroys, damages or removes any telegraph or telephone line or any material, instrument or apparatus used in connexion therewith; (b) disturbs, obstructs or impedes in any way the free use or working of any such line, material, instrument or apparatus; (c) affixes or attaches any wire, conductor or any other thing to any telegraph or telephone line or any part thereof; (d) interferes with or hinders the construction or alteration of any such line or the maintenance or examination thereof; or (e) causes delay in the restoration of any such line. <p>shall be guilty of an offence and, without prejudice to the right of the Corporation to proceed civilly against such person for compensation for such damage as may have been caused by him, on conviction thereof shall be liable to a fine not exceeding P200 or, in default of payment, to a term of imprisonment not exceeding 6 months.</p> <p>(2) Any person who witnesses the commission of an offence or an attempt thereof under subregulation (1) may, subject to the provisions of section 36 of the Criminal Procedure and Evidence Act, without warrant apprehend that person and bring him before a magistrate's court to be dealt with according to law.</p>
Cap. 08:02	
Accidental or negligent damage to telegraph lines, etc.	<p>90. Any person who, either directly or by means of an animal, vehicle or thing owned by him or in his custody, destroys or damages any telegraph or telephone line belonging to the Corporation shall be liable to pay to the Corporation such expenses as may be incurred in making good the destruction or damage, and, if the destruction or damage is occasioned by negligence on the part of any person, that person shall, in addition, be guilty of an offence and on conviction thereof shall be liable to a fine not exceeding P100 or, in default of payment, to a term of imprisonment not exceeding 3 months.</p>
Radio offences	<p>91. Any person who —</p> <ul style="list-style-type: none"> (a) transmits any sign, sound, image or signal by radio without being the holder of a licence issued under regulation 68; (b) except where authorized so to do by a licence issued under regulation 70, transmits or receives by radio, with or without payment, any radio-telegram from one person to another; (c) being the holder of a permit or licence issued under these Regulations, refuses to allow an inspection under regulation 73 or obstructs or prevents any such inspection or fails to exhibit his licence or permit upon the demand of a duly authorized officer of the Corporation;

- (d) refuses or fails to carry out an order issued by the Corporation under regulation 73;
- (e) sends or transmits or causes to be sent or transmitted any false or fraudulent distress or other signal, message, call or radio-telegram or who, without lawful excuse, interferes with or obstructs any radio communication;
- (f) not being the sender or addressee, divulges the contents of a radio-telegram or radio message otherwise than as may be required by a competent legal authority, or makes any use whatsoever of the information contained in any radio-telegram or radio message; or
- (g) sends or transmits or causes to be sent or transmitted any insulting, indecent, obscene, blasphemous or threatening language, or, unless a broadcasting station licensee, transmits or sends any sound effect, music or entertainment of any kind,

shall be guilty of an offence and on conviction thereof shall be liable to a fine not exceeding P200 or, in default of payment, to a term of imprisonment not exceeding 6 months, and, in addition, a court convicting a person of an offence under paragraph (a), (b), (c), (e) or (g) may order –

- (i) the confiscation of the apparatus in connexion with which the offence was committed; and
- (ii) the cancellation of any licence or permit held by the accused, and may prohibit him from holding any such licence or permit for a specified period.

92. Any person who attempts to commit any offence under these Regulations or solicits or authorizes or endeavours to employ, cause, procure, aid, incite or counsel any other person to do anything in contravention thereof shall be guilty of an offence and liable to the same punishment as if he had actually committed the offence.

Attempting to commit or procuring commission of offence

PART VII *Miscellaneous*

93. Save as otherwise provided in these Regulations, neither the Corporation nor any of its employees shall, through whatever cause, such as non-transmission, non-delivery, or an error or omission occurring even though occasioned by the neglect or default of the Corporation or any of its employees, be liable to make compensation for any loss, injury or damage arising or resulting from non-transmission or non-delivery of a telegram or any delay or error or omission in the transmission or delivery thereof.

Limitation of liability

94. (1) Any telegram which is reasonably suspected of containing anything which may afford evidence of the commission of a criminal offence or of being sent in order to further the commission of a criminal offence or to enable the detection of such an offence to be concealed shall, at the written request of a police officer of or above the rank of sergeant be detained by the officer in charge of the telegraph office in which it is or through which it passes and the Chief Executive shall, if authorized thereto by such police officer, cause the telegram to be handed to the police officer.

Detention of telegrams and interception of telephone communications

(2) On the occurrence of any public emergency or in the interests of public safety or tranquility the President may, by order in writing addressed to the Chief Executive, direct that any communication over the telephone or telex service provided by the Corporation, or over a privately-owned telephone line, to or from any person or a particular class thereof, or relating to any particular subject, shall be intercepted and disclosed to any person referred to in the order.

(3) An order signed by the President shall be conclusive proof of the existence of a public emergency or that any act done under subsection (2) was in the interests of public safety or tranquility.

Revocation
Ca. 72:01
(Sub. Leg.)

95. The Post Office (Postage, Telegraph and Miscellaneous Charges) Regulations are hereby revoked.

SCHEDULE (regs. 53, 54, 65 and 68)

TELEPHONE CHARGES

<i>Service</i>	<i>Annual Rental Connexion Fee</i>	
	P	P
1. Exchange Connexion:		
(a) Normal	48	50
(b) Abnormal i.e. beyond exchange area charge added to 1 (a) per 500 m or part thereof	15	To be specially assessed
(c) VHF/VHF radio telephone	To be specially assessed	"
2. Party Line Automatic	72	"
3. Party Line Manual	60	"
4. Internal Extension	24	15
5. External Extension:		
(a) Up to 200 m linear distance from main	30	20
(b) Beyond 200 m from main, within the same exchange area, charge added to 5 (a) per 200 m or part thereof	9	5
6. Plug, socket & bell (excluding exchange line charge) Additional socket	18 6	20 10
7. Plan Sets:		
(a) Switching main telephone charge added to 1	15	25
(b) Switching internal extension	24	15
(c) Switching external extension (within compound only)	30	20
8. Rented Coin Box:		
(a) Table mounted payphone (local calls only)— (to be phased out)	80	40
(b) Wall mounted — local and trunk call facilities	360	100

9. Manually operated switchboards (excludes exchange connexion and extension charges):		
(a) 1 + 4	60	—
(b) 2 + 4	72	40
(c) 3 + 9	156	50
(d) 3 + 12	192	—
(e) 4 + 18	288	—
(f) 5 + 20	324	70
(g) Larger switchboards	To be specially assessed.	To be specially assessed.
(h) Additional operators headset	24	—
Note: Items (9a), (d) and (e) to be phased out.		
10. PABX maintenance charge	To be specially assessed	
11. Extension Bell:		
(a) Internal	9	10
(b) External	12	15
12. House Exchange System 2 + 10	To be specially assessed	To be specially assessed
13. Private circuits:		
(a) Internal	24	15
(b) External (within same exchange area):		
(i) Up to 200 m	30	20
(ii) Beyond 200 m additional charge per 200m or part thereof	9	5
(c) External (over more than one exchange area) Exchange to terminal points for each end as in (b) above, plus distance between the two exchanges per km	30	30
14. Telephone for connexion to private circuit	18	15
15. All other items not yet in tariff	Supplied initially under special assessment	

MISCELLANEOUS SINGLE FEE TELEPHONE CHARGES

<i>Service</i>	<i>Charge</i>
	P t
1. Change of name	20,00
2. Internal removal of telephone	20,00
3. External removal of telephone	
N.B. If outside normal exchange area treated as a new connexion	50,00
4. Temporary disconnexion and reconnexion of exchange line:	
(a) At subscriber's request	10,00
(b) Due to non-payment of account	15,00

5. Temporary disconnection and recovery for safe keeping, maximum 3 months	40,00
6. Change of number at subscriber's request	15,00
7. Change of instrument at subscriber's request	25,00
8. Telephone directory above free issue	0,80
9. Telephone directory of other countries	Cost plus 20%
10. Changed number interception at subscriber's request (Gaborone area only) per month	5,00
11. Deposit for telephone service	To be specially assessed

TELEPHONE CALL CHARGES

INLAND

	P	t	P	t
1. CALL OFFICE:				
(a) Local (untimed)				0,10
(b) Trunk and Interterritorial operator controlled (3 minutes minimum charge):	3 minutes		Additional	
(i) within Zones	0,40		0,10	
(ii) Between Zones	1,00		0,30	
(iii) South Africa	1,50		0,50	
2. ORDINARY LINES:				
(a) Local (untimed)	0,06			
(b) Trunk (3 minutes charge operator controlled):				
(i) Within Zones	0,30			
(ii) Between Zones	0,84			
(c) STD:				
(i) Within Zones per 45 seconds	0,06			
(ii) Between Zones per 15 seconds	0,06			
(d) Interterritorial operator controlled (3 minutes charge). To the following charge must be added the interterritorial terminal or transit plus terminal charge for the following countries: Lesotho, Malawi, Mozambique, Namibia, South Africa, Swaziland and Zimbabwe.	0,54			
(e) INTERTERRITORIAL STD:				
(i) Johannesburg per 9 seconds	0,06			
(ii) Maleking, Maricetsane, Rooigrand and Slurry per 18 seconds	0,06			
(f) CROSS-BORDER (3 MINUTES CHARGE):				
(i) Tom Burke (Border point) from Machaneng, Moeng, Leraka and Selare Sherwood Ranch	0,36			
(ii) Border point to Kasane (to which must be added Zimbabwe transit plus distant terminal)	0,18			
(iii) Livingstone from Kasane	0,15			
(g) Zambia from all of Botswana	2,22			0,74

MISCELLANEOUS INLAND CALL CHARGES

	P t
1. Fixed time call	$\frac{1}{3}$ of 3 minutes trunk call charge
2. Personal call	"
3. Transferred charge	nil
4. Alarm call	0,30
5. Advice of duration and charge	0,20
6. Messenger service	1,00

RADIO CALL SERVICE

A. Service fee	P40,00 per annum
B. Call charge	P0,25 per call

INTERNATIONAL TELEPHONE CALL CHARGES

These are based on charges raised on Botswana for transit and terminal services by other countries and are subject to variation if the charges are altered.

Destination country	Minimum charge	Each additional
	(3 minutes)	minutes
	P t	P t
Abu-Dhabi	12,00	4,00
Afghanistan	12,00	4,00
Ajman	12,00	4,00
Alaska	12,00	4,00
Albania	12,00	4,00
Algeria	12,00	4,00
Angola	8,00	2,00
Antigua	15,00	5,00
Argentine	15,00	5,00
Ascension	6,00	2,00
Australia	12,00	3,00
Austria	12,00	3,00
Azores	12,00	3,00
Bahamas	15,00	5,00
Bahrain	12,00	4,00
Balearic Islands	12,00	3,00
Bangladesh	12,00	4,00
Barbados	15,00	5,00
Belgium	12,00	3,00
Bermuda	15,00	3,75
Bolivia	15,00	5,00
Brazil	15,00	5,00
Burundi	9,00	3,00
Canada	12,00	4,00
Canary Is.	12,00	3,00
Cape Verde Is.	12,00	4,00
Carriacou	15,00	5,00
Cayman Is.	15,00	5,00
Ceuta	12,00	3,00

Chad	12,00	4,00
Chile	15,00	5,00
China	12,00	4,00
Colombia	15,00	5,00
Costa Rica	15,00	5,00
Cuba	15,00	5,00
Cyprus	12,00	4,00
Czechoslovakia	12,00	4,00
Denmark	12,00	3,00
Dominica	15,00	5,00
Dominican Republic	15,00	5,00
Dubai	12,00	4,00
Ecuador	15,00	5,00
El Salvador	15,00	5,00
Equatorial Guinea	12,00	4,00
Ethiopia	9,00	3,00
Faroe Is.	12,00	4,00
Fiji	12,00	4,00
Finland	12,00	3,00
France	12,00	3,00
Fujairah	12,00	4,00
Gabon	12,00	4,00
Gambia	12,00	4,00
Germany (E)	12,00	4,00
Germany (W.)	12,00	3,00
Ghana	12,00	4,00
Gibraltar	12,00	4,00
Greece	12,00	3,00
Greenland	12,00	3,00
Grenada	15,00	5,00
Guinea (Bissau)	12,00	4,00
Guyana	15,00	5,00
Haiti	15,00	5,00
Hawaii	12,00	4,00
Hong Kong	12,00	4,00
Hungary	12,00	4,00
Iceland	12,00	4,00
India	12,00	4,00
Indonesia	12,00	4,00
Iran	12,00	4,00
Ireland	10,00	2,50
Israel	12,00	3,00
Italy	12,00	3,00
Jamaica	15,00	5,00
Japan	12,00	3,00
Kenya	6,00	2,00
Korea (N)	12,00	4,00
Korea (S)	12,00	4,00
Kuwait	12,00	4,00
Lebanon	12,00	4,00
Leichtenstein	12,00	3,00

Liberia	12,00	4,00
Luxembourg	12,00	3,00
Madagascar	6,00	2,00
Malaysia	12,00	4,00
Maldivé Is.	12,00	4,00
Malta	12,00	4,00
Madeira	12,00	3,00
Mauritius	6,00	2,00
Mexicó	15,00	5,00
Montserrat	15,00	5,00
Monaco	12,00	3,00
Morocco	12,00	4,00
Muscat Oman	12,00	4,00
Nepal	12,00	4,00
Netherlands	12,00	3,00
Netherlands Antilles	15,00	5,00
New Hebrides	12,00	4,00
New Zealand	12,00	4,00
Nigeria	12,00	4,00
Norway	12,00	3,00
Pakistan	12,00	4,00
Panama	15,00	5,00
Papua New Guinea	12,00	4,00
Paraguay	15,00	5,00
Peru	15,00	5,00
Philippines	12,00	4,00
Poland	12,00	4,00
Portugal	12,00	3,00
Puerto Rico	15,00	5,00
Qatar	12,00	4,00
Ras El Khaimali	12,00	4,00
Reunion	6,00	2,00
Roumania	12,00	4,00
Rwanda	9,00	3,00
St. Helena	6,00	2,00
St. Kitts	15,00	5,00
St. Lucia	15,00	5,00
St. Vincent	15,00	5,00
Saudi Arabia	12,00	4,00
Seychelles	6,00	2,00
Sharjah	12,00	4,00
Sierra Leone	12,00	4,00
Singapore	12,00	4,00
Solomon Is.	12,00	4,00
Spain	12,00	3,00
Sri Lanka	12,00	4,00
Sudan	12,00	4,00
Sweden	12,00	3,00
Switzerland	12,00	3,00
Taiwan	12,00	4,00
Tanzania	6,00	2,00

Thailand	12,00	4,00
Tonga	12,00	4,00
Tortola (B.V.L.)	15,00	5,00
Trinidad and Tobago	15,00	5,00
Tunisia	12,00	4,00
Turks Island	15,00	5,00
Turkey	12,00	4,00
Uganda	6,00	2,00
United Arab Emirates (U.A.E.)	12,00	4,00
United Kingdom	10,00	2,50
U.S.A.	10,00	2,50
U.S.S.R.	12,00	4,00
Uruguay	15,00	5,00
Vatican	12,00	3,00
Venezuela	15,00	5,00
Yugoslavia	12,00	3,00
Zaire	9,00	3,00

MISCELLANEOUS INTERNATIONAL CALL CHARGES

1. Collect call (where permitted)	Nil
2. Person to person call	Charge varies with duration
3. Report charge	10% of 3 minutes minimum charge
4. Advice of duration and charge	50t

TELEX CHARGES

	<i>Annual Rental</i>	<i>Connexion Fee</i>
	P t	P t
1. Telex machine with auto transmitter and perforator including connexion to telex exchange or trunk connexion	720,00	220,00
2. Additional charge where machine is outside basic rental area of telex exchange or trunk connexion	To be specially assessed	To be specially assessed
3. Off-line machine	"	"
4. Private Circuits	"	"

MISCELLANEOUS SINGLE FEE TELEX CHARGES

<i>Service</i>	<i>Charge</i>
	P t
1. Internal removal of machine	62,50
2. External removal within basic rental area	187,50
3. Temporary disconnexion	20,00
4. Temporary disconnexion and recovery for safe-keeping	187,50
5. Deposit for telex service	To be specially assessed
6. Telex directory other countries	Cost plus 20%

TELEX CALL CHARGES

1. Within Botswana

<i>Group 1</i>	<i>Group 2</i>	<i>Group 3</i>	<i>Group 4</i>
Gaborone	Mahalapye	Francistown	Maun
Jwaneng	Palapye	Orapa	
Lobatse		Selebi-Phikwe	
Calls between numbers in the same group		60 seconds per unit 5t fee	
Calls between numbers in different groups		20 seconds per unit 5t fee	
2. Interterritorial			<i>Time per 5t unit</i>
Malawi			6 seconds
Zambia			6 seconds
Lesotho			9 seconds
Mozambique			9 seconds
Swaziland			9 seconds
Zimbabwe			9 seconds
South Africa			12 seconds
Namibia			12 seconds

3. International Call Charges

These are based on charges raised on Botswana for transit and terminal services by other countries and are subject to variation if these charges are altered.

A. Calls connected automatically (1 minute minimum charge)

<i>Country</i>	<i>per minute</i>	<i>Country</i>	<i>per minute</i>
	P t		P t
Abu Dhabi	4,00	Faroe Islands	3,00
Angola	3,00	Fiji	4,00
Ajman	4,00	Finland	3,00
Argentina	4,00	France	3,00
Australia	3,00	Gabon	3,00
Austria	3,00	German Federal Rep.	3,00
Bahamas	4,00	Greece	3,00
Bahrain	4,00	Guatemala	4,00
Belgium	3,00	Hong Kong	4,00
Bermuda	4,00	India	4,00
Bolivia	4,00	Indonesia	3,00
Brazil	4,00	Iran	4,00
Bulgaria	3,00	Iraq	4,00
Canada	2,50	Ireland	3,00
Canary Islands	3,00	Israel	4,00
Central African Rep.	3,00	Italy	3,00
Chile	4,00	Ivory Coast	3,00
China (Taiwan)	4,00	Japan	4,00
Colombia	4,00	Jordan	4,00
Costa Rica	4,00	Korea	4,00
Cyprus	3,00	Kuwait	4,00
Denmark	3,00	Lebanon	4,00
Doha (Qatar)	4,00	Liechtenstein	3,00
Dominican Republic	4,00	Luxembourg	3,00
Dubai	4,00	Malaysia	4,00
Ecuador	4,00	Malta	3,00
El Salvador	4,00	Mauritius	3,00

Mexico	4,00	Saudi Arabia	4,00
Monaco	3,00	Senegal	3,00
Netherlands	3,00	Sharja	4,00
Netherlands Antilles	4,00	Singapore	4,00
New Zealand	4,00	Spain	3,00
Norway	3,00	Sri Lanka	4,00
Panama	4,00	Sweden	3,00
Papua New Guinea	4,00	Switzerland	3,00
Paraguay	4,00	Thailand	4,00
Peru	4,00	Turkey	3,00
Philippines	4,00	United Kingdom	2,50
Poland	3,00	United States of America	2,50
Portugal	3,00	Uruguay	4,00
Puerto Rico	4,00	Vatican City	3,00
Qatar	4,00	Venezuela	4,00
Ras Al Khaima	4,00	Yugoslavia	3,00
Ryu Kyu Islands	3,00	Zaire	3,00

B. Calls connected via an operator (3 minutes minimum charge)

<i>Country</i>	<i>per minute</i>		<i>Country</i>	<i>per minute</i>	
	<i>P</i>	<i>t</i>		<i>P</i>	<i>t</i>
Afghanistan	4,00		Ethiopia		3,00
Alaska	3,00		French Polynesia		4,00
Albania	3,00		Gambia		3,00
Algeria	3,00		German Democratic Rep.		3,00
American Samoa	4,00		Ghana		3,00
Andorra	3,00		Gibraltar		3,00
Anguilla	4,00		Greenland		3,00
Antigua	4,00		Grenada		4,00
Azores	3,00		Guadalupe (French Dept of)		4,00
Bangladesh	4,00		Guam		4,00
Belize	4,00		Guinea Republic		3,00
Benin	3,00		Guyana		4,00
British Virgin Islands	4,00		Haiti		4,00
Brunei	4,00		Hawaii		3,00
Bulgaria	3,00		Honduras		4,00
Burma	4,00		Hungary		3,00
Burundi	3,00		Iceland		3,00
Cameroon	3,00		Iraq		4,00
Cape Verde Islands	3,00		Jamaica		4,00
Cayman Islands	4,00		Kenya		2,00
Chad	3,00		Liberia		3,00
Congo	3,00		Libya		3,00
Cuba	4,00		Madagascar		3,00
Czechoslovakia	3,00		Macao		3,00
Dahomey	3,00		Maldives Island		3,00
Djibouti Republic of	3,00		Mali		3,00
Dominica	4,00		Mariana Islands		4,00
Egypt	3,00		Martinique		4,00
			Monserrat		4,00

Morocco	3,00	Sudan	3,00
Nauru	4,00	Surinam	4,00
New Caledonia	4,00	Syria	4,00
New Hebrides	4,00	Tanzania	2,00
Nicaragua	4,00	Togo	3,00
Niger	3,00		
Nigeria	3,00	Tonga	4,00
Oman	4,00	Trinidad	4,00
Pakistan	4,00	Tunisia	3,00
Reunion	3,00	Turks and Caicos Islands	4,00
Rumania	3,00	Uganda	2,00
Rwanda	3,00	Umm Al Quaiwan	4,00
St. Christopher-Nevis	3,00	Union of Soviet Socialist Rep.	3,00
Seychelles	3,00	Upper Volta	3,00
St. Lucia	4,00	Vietnam	4,00
Sierra Leone	3,00	Virgin Islands	4,00
St. Pierre and Miguelon	3,00	Western Samoa	4,00
St. Vincent	4,00	Yemen Arab Republic	4,00
Solomon Is.	4,00	Yemen Peoples Republic of	4,00

4. Printergram *No charge*

5. **Public Telex Booth:**

Normal call charge to destination

Additional charge for usage

and/or operator assistance

2,00 per call

CHARGES FOR TELEGRAMS

A. Supplementary charges

1. Phonogram	Free of charge
2. Inspection of original telegram by sender	"
3. Production of telegram under subpoena	"
4. Copying fee for every certified copy made for any other purpose — per copy sheet	P0.50
5. Search fee per day's messages searched	P0.50
6. Paid service advice	Charge at ordinary rate per message
7. Repetition of a telegram where words were not correctly transmitted in the original telegram	Free of charge
8. Cancellation of a telegram prior to transmission	Free of charge
9. Registration/renewal of telegraphic address per annum	P10.00
10. Collect telegram	By previous arrangement only
11. Telegram pads	Free of charge
12. Cancellation of telegram after transmission	Cost of paid service advice without guarantee of success

B. Transmission charges

All telegrams are subject to a minimum charge of seven words.

Destination	<i>Charge (per ordinary word)</i>
(i) Within Botswana	3t
(ii) International	

These charges are based on charges raised on Botswana for transit and terminal services by other countries and are subject to variation if these charges are altered.

	t		t
Abu Dhabi	45	Dahomey	36
Afghanistan	45	Denmark	30
Ajman	45	Djibouti	36
Alaska	36	Doha	45
Albania	30	Dominica Island	24
Algeria	36	Dominican Republic	45
American Samoa	36	Dubai	45
Andorra	30	Ecuador	45
Angola	24	Egypt	36
Anguilla	24	El Salvador	45
Antigua	24	Ethiopia	36
Argentine	45	Falkland Islands	24
Australia	24	Faroe Islands	30
Azores	30	Fiji	24
Bahamas	24	Finland	30
Bahrain	45	France	30
Bangladesh	24	French Polynesia	45
Barbados	24	Gabon	36
Belgium	30	Gambia	24
Belize	24	German Democratic Republic	30
Benin	36	German Federal Republic	30
Bermuda	24	Ghana	24
Bolivia	45	Gibraltar	24
Brazil	45	Gilbert Islands	24
Brunei	24	Greece	30
		Greenland	30
Bulgaria	30	Grenada	24
Burma	36	Guam	36
Burundi	24	Guatemala	45
Cambodia	45	Guiana French Dept. of	45
Cameroon	36	Guinea Republic of	36
Canada	24	Guinea-Bissau	36
Canary Island	30	Guyana Republic	24
Cape Verde Islands	36	Haiti	45
Caroline Islands	45	Hawaii	36
Cayman Islands	24	Honduras Republic of	45
Central African Empire	36		
Chad	36	Hong Kong	24
Chile	45	Hungarian Peoples Rep.	30
China Peoples Republic of (Taiwan)	45	Iceland	30
Colombia	45	India	24
Comoro	36	Indonesia	45
Costa Rica	45	Iran	45
Cuba	45	Iraq	45
Cyprus	24	Ireland Republic of	24
		Israel	24
Czechoslovakia	30	Italy	30
		Ivory Coast	36

Jamaica	24	Philippines	45
Japan	45	Pitcairn Island	24
Jordan	36	Poland	30
Kenya	18	Portugal	30
Korea Dem. Peoples Rep.	45	Puerto Rico	36
Korea Rep. of	45	Qatar	45
Kuwait	45	Ras Al Khaima	45
Laos	45	Reunion	36
Lebanon	45	Roumania	30
Lesotho	6	Rwanda	24
Liberia	36	Ryu Kyu Islands	45
Libyan Arab Rep.	30	St. Christopher-Nevis	24
Liechtenstein	30	St. Helena	24
Luxembourg	30	St. Kitts	24
Macao	45	St. Lucia	24
Madeira	30	St. Pierre and Miguelon	36
Madagascar	24	St. Vincent	24
Malawi	10	Saudi Arabia	45
Malaysia	24	Senegal	36
Sabah	24	Seychelles	24
Sarawak	24	Sharjah	45
Maldives Rep. of	45	Sierra Leone	24
Mali	36	Singapore	24
Malta	24	Solomon Islands	24
Mariana Islands	45	Somali Dem. Rep.	36
Marshall Islands	45	South Africa Rep. of	5
Mauritania	36	Spain	30
Mauritius	24	Sri Lanka	24
Mexico	45	Sudan	36
Midway Island	36	Surinam	45
Monaco	30	Swaziland	6
Montserrat	24	Sweden	30
Morocco	30	Switzerland	30
Mozambique	10	Syrian Arab Rep.	45
Nauru	24	Tanzania	18
Nepal	45	Thailand	45
Netherlands	30	Timor	36
Netherlands Antilles	45	Togo	36
New Caledonia	45	Tonga	24
New Hebrides	45	Tortola	24
New Zealand	24	Trinidad and Tobago	24
Nicaragua	45	Tristan de Cunha	36
Niger	36	Tunisia	30
Nigeria	24	Turkey	30
Norway	30	Turks Island	24
Oman	45	Tuvulu	24
Pakistan	24	Uganda	18
Panama Republic	45	Umm Al Quiwain	45
Papua New Guinea	24	Union of Soviet Socialist Rep.	30
Parguay	45	United Kingdom	24
Peru	45	United States of America	36

Upper Volta	36	Yemen Arab. Rep.	45
Uruguay	45	Yemen People's Dem. Rep.	45
Vatican City	30	Yugoslavia	30
Venezuela	45	Zaire	24
Vietnam	45	Zambia	10
Western Samoa	24	Zimbabwe	6

C. The following special services are available on some international telegrams.

<i>Service</i>	<i>Rate</i>
1. Letter	Half ordinary rate. 22 words minimum
2. Press	One third ordinary rate, 14 words minimum.
3. Urgent	Double ordinary rate, 7 words minimum.
4. Urgent press	Ordinary rate, 14 words minimum.
5. Social (GLT) to Commonwealth countries only	Half ordinary rate, 11 words minimum.

RADIO COMMUNICATIONS LICENCE FEES

<i>Type of Licence</i>	<i>Annual Fee</i>	<i>Stations Introduced Between</i>		
	P	April-June	July-Sept.	Oct-Dec.
1. Amateur (examination fee P10)	5	3:75	2:50	1:25
2. Aeronautical Stations: Ground	30	22:50	12	7:50
Aircraft up to 6 seats (1)	20	15	10	5
Aircraft up to 7-12 seats (1)	40	30	20	10
Aircraft more than 12 seats (1)	50	37:50	25	12:50
3. HF Transceiver (below 30 MHz) (2)				
Fixed station within 10 km of Gaborone	100	75	50	25
Fixed station within 10km of other exchange	60	45	30	15
Fixed station more than 10 km from a telephone exchange	30	22:50	15	7:50
Mobile Station (3)	30	22:50	15	1,50
4. VHF/UHF Transceiver (above 30 Mhz)				
Fixed or mobile	30	22:50	15	7:50
5. Citizens band	5	3:75	2:50	1:25

NOTES:

(1) Including crew.

(2) Excluding citizens band.

(3) Not to be used within 10 km of any telephone exchange.

MADE this 11th day of February, 1981.

C.W. BLACKBEARD,
Minister of Works and Communications.