

# GOVERNMENT GAZETTE OF THE REPUBLIC OF NAMIBIA

## COMMUNICATIONS REGULATORY AUTHORITY OF NAMIBIA

No. 133

# NOTICE IN TERMS OF THE REGULATIONS PRESCRIBING LICENSE CATEGORIES AND LICENSING PROCEDURES FOR POSTAL SERVICE LICENSEES

The Communications Regulatory Authority of Namibia, in terms of Regulation 19 of the Regulations Prescribing License Categories and Licensing Procedures for Postal Service Licensees, published as General Notice No. 506, in Government Gazette No. 7072, on 2 December 2019, hereby gives notice that it intends to issue a Designated Postal Operator License to Namibia Post Limited subject to the conditions in **ANNEXURE A** below.

The public may submit comments in writing to the Authority within a period of fourteen (14) days from the date of publication of this Notice.

All written submissions must contain the name and contact details of the person making the written submissions and the name and contact details of the person for whom the written submission is made, different and be clear and concise.

All written submissions and reply comments must be made either physically or electronically -

(1) By hand to the head offices of the Authority, namely Communication House, 56 Robert Mugabe Avenue, Windhoek;

- (2) By post to the head offices of the Authority, namely Private Bag 13309, Windhoek 9000;
- (3) By electronic mail to the following address: legal@cran.na;
- (4) By facsimile to the following facsimile number: +264 61 222790; or
- (5) By fax to e-mail to: 088642748.

# J. TRAUT ACTING CHIEF EXECUTIVE OFFICER COMMUNICATIONS REGULATORY AUTHORITY OF NAMIBIA

#### ANNEXURE A



# CONDITIONS SUBJECT TO WHICH THE POSTAL SERVICE LICENSE ISSUED TO NAMIBIA POST LIMITED ARE ISSUED

#### PART I: INTRODUCTION

#### 1. The Licensee

- 1.1 Namibia Post Limited (hereafter "NamPost") is established by section 2(1)(a) of the Posts and Telecommunications Companies Establishment Act, 1992 (Act No. 17 of 1992).
- 1.2 By virtue of section 95(1) of the Communications Act, 2009 (Act No. 8 of 2009) (hereinafter "the Act") NamPost was entitled to render a postal service without a having a license issued to it in terms of section 96 of that Act.
- 1.3 Nevertheless, section 95(2) enables the Minister of Information, Communication and Technology (hereafter "the Minister") to determine a date by notice in the Government Gazette from which date NamPost requires a postal service license under Chapter VII of the Act.
- 1.4 The Minister by Government Notice No. 257 of 30 August 2019 determined that with effect from 30 August 2019 NamPost required a postal service license to render a postal service.
- 1.5 In terms of section 95(3) of the Act, NamPost is required to submit an application for a postal service license within six months from 30 August 2019. The company duly applied on 7 February 2020 to be issued with a postal service license.
- 1.6 The Namibia Post Limited application was done in terms of the Regulations Prescribing License Categories and Licensing Procedures for Postal Service Licensees published under General Notice No. 506 of 2 December 2019 hereafter the "Postal Licensee Regulations".
- 1.7 In terms of the Postal Licensee Regulations, NamPost is the designated postal operator in Namibia. As the designated postal operator NamPost by virtue of section 98(c) of the Act is entitled to render services that may only be provided by NamPost in order to compensate that company for the provision of compulsory or unprofitable services, referred to as universal postal services.
- 1.8 Additionally, section 96(2) of the Act makes provision that the Authority may impose conditions that may relate to the compulsory provision of a class of postal services as the Authority deems necessary.
- 1.9 Regulation 8(2)(b) of the Postal Licensee Regulations stipulates that the Authority may impose on NamPost conditions specifying universal postal service obligations to be undertaken by NamPost.
- 1.10 On \_\_\_\_\_\_, the Authority in the exercise of its powers under section 96(1) of the Act issued a postal service license to NamPost to enable the company to convey by land, sea or air postal

- articles (as defined by regulation 1 of the Postal Licensee Regulations) within Namibia, and to destinations abroad and to perform all the incidental services of receiving, collecting, transmitting, despatching and delivering of such postal articles.
- 1.11 As a designated postal operator in Namibia and as holder of a postal service license in terms of Chapter VII of the Act, NamPost must render postal services subject to the conditions imposed by the Authority in terms of section 96(2) of the Act, which are set out hereunder.
- 1.12 These conditions do not apply to the Express Mail Services rendered by NamPost.

#### PART II: LICENSE CONDITIONS

## 2. Condition 1: Universal postal service obligations

- 1.1 Regulation 1 of the Postal Licensee Regulations defines the universal postal services as the permanent provision of quality basic postal services at all points in Namibia, for all customers, at affordable prices.
- 1.2 NamPost must provide universal postal services within Namibia in accordance with article 17 of the Universal Postal Convention, issued by the Universal Postal Union, which stipulates that member countries must ensure that their designated operators accept, handle, convey and deliver letter-post items as part of their basic services.
- 1.3 NamPost must provide the same universal postal services for international postal articles and facilitate delivery thereof in accordance with paragraph 2.2, when the postal articles enter Namibia through the Universal Postal Union network or by virtue of bilateral agreements with other postal operators.
- 1.4 NamPost is responsible to fulfil the commitments of Namibia with regard to providing postal services specified in Universal Postal Convention.
- 1.5 Where any provision stipulated in the Universal Postal Convention conflicts with a condition herein, the provision of that Convention applies, except where the condition is more onerous than the provision.
- 1.6 NamPost must ensure that physical delivery is made -
  - (a) to each post office and postal agency in the manner and on the days specified in **Annex A**;
  - (b) to every P.O. Box within two days after mail is received at the location responsible for delivering to the PO Box.
- 1.7 NamPost must ensure that a collection of all postal articles contemplated by paragraph 2.2 is made from every access point, including post offices, postal agencies and collection boxes on the days specified in **Annex A**.
- 1.8 NamPost must provide all services contemplated by paragraph 2.2 throughout Namibia at uniform tariffs.
- 1.9 Paragraph 2.8 does not prevent NamPost from-
  - (a) setting a distance-related tariff for packages and parcels provided the distance-related component of the tariff is justifiable on cost considerations;

- (b) concluding individual prices with customers on a non-discriminatory basis; or
- (c) determining its own prices for services outside the scope of universal postal services.
- 1.10 NamPost must maintain a network of post offices and postal agencies (including mobile post offices) to satisfy the accessibility requirement specified in **Annex A**.
- 1.11 Post offices and postal agencies must as far as is practicable and cost-effective do their deliveries of postal articles subject to the needs of the town, village or settlement within which they do business.
- 1.12 NamPost is required to submit annually a return to the Authority (in the form and manner determined by the Authority) setting out its opening hours for each permanent post office.
- 1.13 NamPost must provide a money remittance service as part of its offerings at each post office in accordance with section 15 of the Post and Telecommunications Act, 1992 (Act 19 of 1992) in terms of which the company may issue or pay any money order, postal order or other instrument authorised to be used for the purpose of remitting money through it. This service must be offered as a NamPost product as specified in the aforesaid Post and Telecommunications Act and not as a product of the Post Office Savings Bank (referred to in section 1 of the same Act). NamPost may not require senders or recipients of money transfers or customers of the money remittance service to be Post Office Savings Bank account holders.

#### 3. Condition 2: Reserved services

- 3.1 For a period of 5 years from the date on which NamPost was issued a postal service license (the "Initial Period"), the company has the exclusive right to provide the following reserved services at national and international level:
  - (a) The distribution of letter post not exceeding one hundred grams and parcel post not exceeding 20 kilograms, to post boxes, private bags or home letter boxes.
  - (b) The rendering of postal services in respect of registered and insured postal articles, including summons and judicial notifications by post, within the same weight limitations referred to in subparagraph (a).
  - (c) The production and issuance of post boxes and private bags, home letter boxes, postage stamps, pre-stamped envelopes, money orders, aerogrammes and international reply coupons.
  - (d) To design, commission and publish definitive, commemorative or special stamps (including electronic stamps) on behalf of the Government of Namibia subject thereto that Government approval must be sought prior to designing a stamp intended to display a person's face or an item specific to Government.
  - (e) To accept, handle, convey and deliver international postal articles entering Namibia through the Universal Postal Union network.
- 3.2 For the avoidance of doubt, the exclusive rights set out above does not prevent any other operator from providing door-to-door deliveries in Namibia or providing parcel lockers which are allocated on an item-by-item basis.
- 3.3 At the end of the Initial Period the Authority will undertake a review of NamPost's reserved services and may decide to extend the exclusive rights for a further period.

## 4. Condition 3: Obligation to comply with laws and regulations

- 4.1 NamPost must comply with all laws and regulations related to provision of services under its postal service licence.
- 4.2 NamPost must conform to all other laws of Namibia governing the whole or part of its business.
- 4.3 NamPost must comply with applicable customs laws together with all other import and export regulations with regard to the receipt into and dispatch of postal articles into and from of Namibia.

#### 5. Condition 4: Obligation to display and provide information

- 5.1 NamPost must ensure that the following information is prominently displayed at every post office and postal agency-
  - (a) tariffs for principal services;
  - (b) details of how to make a complaint regarding its services, including the physical and electronic addresses to which complaints must be sent.
- 5.2 NamPost must make the following information available to customers by means of printed leaflets or on its official website-
  - (a) detailed tariff information;
  - (b) details of items which are prohibited from being sent by post;
  - (c) compensation rules and procedures;
  - (d) complaint handling procedures;
  - (e) quality of service standards and performance; and
  - (f) details of how it handles undeliverable items.

#### 6. Condition 5: Customer complaints

- 6.1 NamPost must have written procedures in place describing its procedures for handling customer complaints and the maximum time for each step in the procedure to be completed.
- 6.2 NamPost must maintain records in writing of all complaints received and the steps taken to resolve them.
- 6.3 If NamPost is unable to resolve a written complaint to the satisfaction of the complainant within the time set out in its complaint handling procedure, the complainant has the right to escalate the complaint to the Authority.
- 6.4 Subject to the right to fair administrative action and to appeal or review any decision of the Authority, its decision regarding complaints escalated to it is final. NamPost must take the actions determined by the Authority which NamPost must undertake to remedy the complaint.

#### 7. Condition 6: Compensation requirements

- 7.1 NamPost must formulate and publish on its official website its compensation policies relating to loss of or damage to postal articles.
- 7.2 NamPost must compensate customers within 3 months of loss of or damage to a postal article, or within 3 months of the customer notifying NamPost of the loss or damage.
- 7.3 Compensation is not payable under the following circumstances:
  - (a) Where the article in question is prohibited from being sent by post.
  - (b) Where NamPost's service description clearly states prior to any loss or damage that no compensation would be payable;
  - (c) where the addressee has signed for receipt of a postal article; or
  - (d) Where the sender or addressee has made a false statement about the contents of the postal article.

## 8. Condition 7: Safety and security

- 8.1 NamPost must ensure that proper and adequate safety measures are implemented to safeguard its customers and staff from harm, and must use reasonable endeavours to ensure that the provisions of **Annex B** concerning articles requiring special packaging are met.
- 8.2 NamPost must safeguard or cause the safeguarding of the integrity of mail and use reasonable endeavours to protect employees, property, business interests and clients against criminal activities.
- 8.3 NamPost must develop a crime prevention and investigation strategy in consultation with all stakeholders in the postal service.

#### 9. Condition 8: Quality of service

- 9.1 NamPost must adhere to the minimum quality of service standards set out in **Annex A**.
- 9.2 The Authority may develop and publish quality of service delivery standards in any form or format that it deems reasonably appropriate.
- 9.3 If the Authority intends to publish the quality of service performance indicators in accordance with paragraph 10.2, the Authority may request comments on the quality of service performance indicators prior to publication.
- 9.4 The Authority may conduct surveys or other studies to assess customer satisfaction with the quality of service provided by NamPost.
- 9.5 The Authority may audit some or all of the quality of service data submitted by NamPost.
- 9.6 The Authority may investigate quality of service measurement, reporting and record-keeping of NamPost.
- 9.7 NamPost must submit within 30 days from receiving the request from the Authority any additional information requested by the Authority to verify or clarify quality of service measurements including time periods and geographical areas.

- 9.8 NamPost must retain all quality of service data, including all measurements and related records for a minimum period of 5 years after the end of the reporting period, or for a time period as may be directed by the Authority.
- 9.9 The Authority may require independent testing and validation of NamPost's actual quality of service based on a methodology and frequency agreed between the Authority and NamPost. Such agreement may not be unreasonably withheld. Where such independent testing and validation is agreed the associated costs must be borne by the Authority.

#### 10. Condition 9: Prohibited articles

- 10.1 NamPost may not knowingly handle any prohibited articles listed in **Annex B** and must implement reasonable preventative measures to ensure that no prohibited article is accepted for posting.
- 10.2 NamPost must maintain records of prohibited articles that are discovered within its postal service network and cooperate with the Authority and law enforcement agencies where required to investigate incidents involving prohibited articles.

# 11. Condition 10: Dealing with undeliverable articles

- 11.1 NamPost must have written policies and procedures explaining to customers how it will deal with undeliverable postal articles, which will include guidelines on:
  - (a) returning postal articles to the sender;
  - (b) number of attempts to facilitate delivery;
  - (c) charges for dealing with undeliverable postal articles; and
  - (d) dealing with postal articles that cannot be delivered or returned to sender.
- 11.2 In formulating policies and procedures under paragraph 13.1, NamPost must follow Universal Postal Union guidelines on dealing with undeliverable postal articles for international and domestic mail.

#### 12. Condition 11: Integrity of mail

- 12.1 NamPost must ensure the integrity of all postal articles in its care.
- 12.2 NamPost must ensure that none of its employees or contractors open any postal article in its care from receipt to delivery except if-
  - (a) delivery or return of the postal article cannot be undertaken without it being opened;
  - (b) there are reasonable grounds to suspect that the postal article contains a prohibited item; or
  - (c) customs officials order the opening of the postal article to check its contents.
- 12.3 Postal articles which are to be opened because of circumstance contemplated in paragraph 14.2, must be opened under controlled circumstances with at least two NamPost employees present to ensure the integrity of those articles.
- Whenever a postal article is opened, NamPost must compile a full report of the circumstances which required such opening and in the report list the contents of the article.

12.5 NamPost employees should be given appropriate training in the handling of postal articles and the need to maintain the integrity thereof.

#### 13. Condition 12: Interconnection

- 13.1 NamPost must consider all reasonable requests for interconnection from existing or prospective postal operators and must attempt to agree terms with the applicant within three months of the request being made.
- 13.2 Interconnection fees must be based on a fair allocation of costs that reflect NamPost's own costs in the area of interconnection.
- 13.3 NamPost may not unduly discriminate between applicants seeking interconnection or show undue preference to any applicant.
- 13.4 If NamPost and an applicant for interconnection fail to reach an agreement within three months the Authority may, on the request of either NamPost or such applicant, determine terms for interconnection which will be binding on both parties.
- 13.5 NamPost or an applicant may request the Authority to convene a hearing in order to determine reasonable terms relating to interconnection.
- 13.6 If NamPost agrees to provide interconnection as contemplated in this condition, the charges and all other material terms of such interconnection must be contained in a written agreement. All interconnection agreements must include agreed terms on minimum service levels and interoperability which ensures that customers' mail, wherever posted, is dealt with under equal conditions whether posted directly with NamPost or via an interconnecting party.
- 13.7 All interconnection agreements must be submitted to the Authority for noting within-
  - (a) 90 days of the date the postal service license was issued to NamPost, in the case of agreements concluded before that date; and
  - (b) 90 days from the concluding of the agreement in the case of agreements concluded after that date.
- 13.8 Unless the parties agree on a later date, an interconnection agreement comes into operation on the date on which it is filed with the Authority.

#### 14. Condition 13: Environmental policy

- 14.1 NamPost must develop an environmental policy including, but not be limited to, guidelines pertaining to reducing energy consumption, recycling programmes, the introduction of environmentally friendly products, using recycled material and participating in environmental awareness programmes.
- 14.2 NamPost must update its environmental policy regularly and report annually to the Authority on its implementation.

# 15. Condition 14: Requirement to provide information

15.1 NamPost must supply information in advance to the Authority relating, but not limited to changes regarding its contact details, contact persons, intended change of ownership, intended change of control, change of business address, court orders made against it, or any matter that materially affects its licensed operations as may be reasonably required to meet the objectives of the Act pertaining to postal services.

- 15.2 The Authority may request any information in terms of Section 129 (1) (f) of Communications Act from NamPost to enable the Authority to monitor, evaluate and ensure compliance with the Act and the regulations made under the Act, and NamPost must comply with such request in the format and manner determined by the Authority.
- 15.3 NamPost is required to submit the information specified in **Annex C** with the frequency of reporting and in a format determined by the Authority.
- 15.4 The Authority may, in the course of carrying out its obligations under the Act require NamPost to provide additional information, so as to enable the Authority to-
  - (a) monitor, evaluate and enforce consumer protection, quality of service, competition, compliance with licence conditions and other requirements of the Act and related legislation; and
  - (b) collect and compile information to be used for the purpose of sectoral analysis, planning, reporting and conducting inquiries.
- 15.5 If NamPost is unable to comply with any timeframe contemplated by this condition, it may request an extension of time from the Authority at least 7 days prior to the lapse of the indicated timeframe or within such other time period agreed with the Authority upon good cause shown.
- 15.6 The Authority will respond to the request for extension of time as soon as is practicable, and may grant or deny the request, in its sole discretion, based on, among other things, the nature of the information and the reasons for non-compliance with the timeframe.
- 15.7 If NamPost fails to submit information or reports as required by virtue of this condition, the Authority may-
  - (a) issue a written request for submission of outstanding information within a timeframe determined by it; and
  - (b) require NamPost to implement a remedial plan for the submission of the outstanding information or report within a timeframe determined by the Authority.
- 15.8 If after the measures set out in paragraph 16.9 are implemented and NamPost still fails to submit the information or report requested, the Authority may take the measures set out in Condition 18.

#### 16. **Condition 15: Inspection**

NamPost must permit the Authority, or inspectors appointed by the Authority, to inspect its premises, facilities, files, records and other data to enable the Authority to exercise its regulatory duties.

# 17. Condition 16: Failure to maintain minimum quality of service standards or submit reports required by the Authority

If NamPost fails to maintain the minimum quality of service standards set out herein or to submit information or reports required to be submitted, the Authority may, with due regard to the dictates of natural justice and the provisions of the Act-

(a) issue to NamPost a written warning and final date for submitting outstanding information or reports where it has failed or neglected to submit information or reports as required by the Authority; or

- (b) require NamPost to implement a remedial plan within a time frame determined by the Authority to rectify inadequate quality of service standards; or
  - (c) seek an order from a court of law to compel NamPost to compensate customers for inadequate quality of service levels where those customers suffered loss.

#### 18. Condition 17: Breach of any condition

- 18.1 The Authority may, where it is of the opinion that the conditions of this licence have been materially breached, request NamPost to make written representations to it regarding the alleged breach.
- 18.2 If, after consideration of the written representations referred to in paragraph 20.1, the Authority is of the opinion that NamPost has materially breached any condition of its postal licence, the Authority in addition to any other power that granted under the Act, may with due regard to the dictates of natural justice and the provisions of the Act issue an order-
  - (a) warning NamPost; or
  - (b) imposing a fine on such licensee not exceeding N\$10,000;
  - (c) suspending NamPost's postal service licence;
  - (d) withdrawing NamPost's postal service licence; or
  - (e) take any other measure that the Authority regards as reasonable under the circumstances.

#### 19. Condition 18: Licence amendment, renewal, transfer and revocation

- 19.1 The Authority may amend these conditions from time to time in terms of its Regulations regarding rule-making procedures published under General Notice No. 334 of 17 December 2010.
- 19.2 Renewal of NamPost's postal service license must be considered in accordance with regulation 10 of the Postal Licensee Regulations after the expiry of the 20-year period for which the license is issued to NamPost in terms of those Regulations.
- 19.3 Any transfer of NamPost's postal service license must take place in accordance with regulation 11 of the Postal Licensee Regulations.
- 19.4 The Authority may order NamPost's postal service licence to be withdrawn or suspended in accordance with regulation 9 of the Postal Licensee Regulations and where NamPost requests the Authority to withdraw its licence.

#### 20. Condition 19: Application Fees

NamPost must pay the fees to the Authority as determined by regulation 14 of the Postal License Regulations.

# ANNEXURE A

# **DAILY (MONDAY TO FRIDAY)**

	Towns	Frequency	Days	Saturday	<b>Deliver or Collect</b>
1	Arandis	Daily (Linehaul)	Daily	YES	Collect
2	Aranos	Daily from Mariental	Daily	YES	Deliver
3	Aus	Daily (Linehaul)	Daily	YES	Collect
4	Aussenkehr	Daily from Keetmans/ Karasburg	Daily	1st & Last Saturdays	Collect/special arrangement for delivery
5	Bagani	Daily from Rundu	Daily	NO*	Collect
6	Bethanie	Daily (Linehaul)	Daily	NO*	Collect
7	Divundu	Daily from Rundu	Daily	NO*	Collect
8	Dordabis	Daily (Post Office)	Daily	NO	Collect
9	Eenhana	Daily from Ondangwa	Daily	YES	Collect
10	Gobabis	Daily (Linehaul)	Daily	YES	Deliver
11	Grootfontein	Daily (Linehaul)	Daily	YES	Deliver
12	Grunau	Daily from Keetmans	Daily	YES	Collect
13	Henties Bay	Daily from Swakop	Daily	YES	Deliver
14	Kalkfeld	Daily from Otjiwarongo	Daily	NO	Collect
15	Kalkrand	Daily (Linehaul)	Daily	YES	Collect
16	Karasburg	Daily from Keetmans	Daily	YES	Deliver
17	Karibib	Daily (Linehaul)	Daily	YES	Deliver
18	Katima Mulilo	Daily (Linehaul)	Daily	YES	Late arrival: 2nd day delivery
19	Keetmanshoop	Daily (Linehaul)	Daily	YES	Deliver
20	Khorixas	Daily from Otjiwarongo	Daily	YES	Deliver
21	Kombat	Daily from Tsumeb	Daily	YES	Collect
22	Luderitz	Daily (Linehaul)	Daily	YES	Deliver
23	Mariental	Daily (Linehaul)	Daily	YES	Deliver
24	Mayuni / Kongola	Daily from Rundu	Daily	NO*	Collect
25	Nkurenkuru	Daily from Rundu	Daily	YES	Deliver
26	Noordoewer	Daily from Keetmans/ Karasburg	Daily	1st & Last Saturdays	Collect
27	Ogongo	Daily from Oshakati	Daily	NO	Collect
28	Ohangwena	Daily from Ondangwa	Daily	YES	Collect
29	Okahandja	Daily (Linehaul)	Daily	YES	Deliver
30	Okahao	Daily from Oshakati	Daily	YES	Collect
31	Okakarara	Daily (delayed)	Daily	NO	Collect
32	Oluno	Daily from Ondangwa	Daily	NO	Collect
33	Omaruru	Daily from Karibib	Daily	YES	Deliver
34	Ombalantu/Outapi	Daily from Oshakati	Daily	YES	Deliver
35	Omuthiya	Daily (Linehaul)	Daily	NO	Collect
36	Onandjokwe	Daily from Ondangwa	Daily	NO	Collect
37	Onawa	Daily from Oshakati	Daily	NO	Collect
38	Ondangwa	Daily (Linehaul)	Daily	YES	Deliver
39	Ondobe	Daily from Ondangwa	Daily	YES	Collect
40	Ongwediva	Daily from Oshakati	Daily	YES	Deliver

41	Ongandjera/ Okahao	Daily from Oshakati	Daily	YES	Collect
42	Opuwo	Daily from Oshakati	Outbound Daily Opuwo Inbound 2nd day delivery	YES	Deliver
43	Oranjemund	Daily from Aus / Keetmanshoop	Daily	YES	Deliver
44	Oshakati	Daily (Linehaul)	Daily	YES	Deliver
45	Oshikango	Daily from Ondangwa	Daily	YES	Deliver
46	Oshikuku	Daily from Oshakati	Daily	YES	Collect
47	Oshivelo	Daily (Linehaul)	Daily	YES	Collect
48	Otavi	Daily from Tsumeb	Daily	YES	Collect
49	Otjiwarongo	Daily (Linehaul)	Daily	YES	Deliver
50	Outjo	Daily from Otjiwarongo	Daily	YES	Deliver
51	Ongha	Daily from Ondangwa	Daily	YES	Collect
52	Usakos	Daily from Karibib	Daily	NO	Deliver
53	Rehoboth	Daily (Linehaul)	Daily	YES	Collect
54	Rosh Pinah	Daily from Aus / Keetmanshoop	Daily	YES	Deliver
55	Rundu	Daily (Linehaul)	Daily	YES	Deliver
56	Stampriet	Daily from Mariental	Daily	YES	Collect
57	Swakopmund	Daily (Linehaul)	Daily	YES	Deliver
58	Tsumeb	Daily (Linehaul)	Daily	YES	Deliver
59	Walvis Bay	Daily (Linehaul)	Daily	YES	Deliver
60	Windhoek	Daily	Daily	YES	Deliver
61	Windhoek Airport	Daily	Daily	NO	Collect
62	Witvlei	Daily (Linehaul)	Daily	NO	Collect
		3 X PER V	VEEK		
	Towns	Frequency	Days	Saturday	<b>Deliver or Collect</b>
1	Okongo	3x per week from Oshakati	Mon/Wed/Fri	NO	Collect
2	Onesi	3 x per week from Oshakati	Mon/Wed/Fri	NO	Collect
3	Ongandjera	3 x per week from Oshakati	Mon/Wed/Fri	NO	Collect
4	Oshihole	3 x per week from Oshakati	Mon/Wed/Fri	NO	Collect
5	Otjinene	3 x per week from Okahandja	Mon/Wed/Fri	NO	Deliver
6	Ruacana / Oshifo	3 x per week from Oshakati	Mon/Wed/Fri	YES	Collect
7	Tsandi	3 x per week from Oshakati	Mon/Wed/Fri	NO	Collect
8	Ukualudhi	3 x per week from Oshakati	Mon/Wed/Fri	NO	Collect
		2 X PER V	VEEK		
	Towns	Frequency	Days	Saturday	<b>Deliver or Collect</b>
1	Ariamsvlei	2 x per week from Keetmans/Karasburg	Mon/Fri	NO	Collect
2	Chinchimane	2 x per week from Katima	When available	YES	Collect
3	Fransfontein	2 x per week from Outjo	Tues/Thurs	NO	Collect
4	Gibeon	2 x per week from Mariental	Mon/Thu	YES	Collect
5	Leonardville	2 x per week from Gobabis	Tues/Fri	NO	Collect
6	Malthahohe	2 x per week from Mariental	Mon/Thu	YES	Collect
7	Okalongo	2 x per week from Oshakati	Tues/Thurs	NO	Collect

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8	Omitara	2 x per week from Windhoek	Tues/Thurs	YES	Collect
9	Omungwelume	2 x per week from Oshakati	Tues/Thurs	NO	Collect
10	Onandjaba	2 x per week from Oshakati	Tues/Thurs	NO	Collect
11	Onankali	2 x per week from	Tues/Thurs	NO	Collect
12	Talismanis	2 x per week from Gobabis	Mon/Fri	NO	Collect
13	Tses	2 x per week from Keetmanshoop	Tues/Thurs	YES	Collect
14	Warmbad	2 x per week from Karasburg	Tues/Thurs	NO	Collect
15	Onaanda	2 x per week from Oshakati	Tues/Thurs	NO	Collect
		1 x PER W	EEK		
	Towns	Frequency	Days	Saturday	<b>Deliver or Collect</b>
1	Aminius	1 x per week from Mariental	Thurs	NO	Collect
2	Aroab	1 x per week from Keetmans	Wed	YES	Collect
3	Berseba	1 x per week from Keetmans	when available	NO	Collect
4	Bukalo	1 x per week from Katima	when available	NO	Collect
6	Gam	1 x per week from Grootfontein	when available	NO	Collect
7	Gochas	1 x per week from Mariental	Wed	YES	Collect
8	Helmeringhausen	1 x per week from Keetmans	Mon	NO	Collect
9	Hochfeld	1 x per week from Okahandja	Tues	NO	Collect
10	Kamanjab	1 x per week from Outjo	Thurs	NO	Collect
11	Klein Aub	1 x per week from Rehoboth	Wed	NO	Collect
12	Koes	1 x per week from Keetmans	Wed	YES	Collect
13	Mpungu	1 x per week from RUndu	Wed	NO	Collect
14	Okaukueyo	1 x per week from Outjo	Mon	NO	Collect
15	Okamatapati	1 x per week from Otjiwarongo	when available	NO	Collect
16	Onayena	2 x per week from Ondangwa	when available	NO	Collect
17	Oshigambo	1 x per week from Ondangwa	when available	NO	Collect
18	Tsumkwe	1 x per week from Grootfontein	when available	NO	Collect
19	Uis	1 x per week from Omaruru	Tues	NO	Collect
20	Okandjadu	1 x per week from Okahandja	Friday	NO	Collect

#### ANNEXURE B

#### LIST OF PROHIBITED ARTICLES AND ARTICLES

#### REQUIRING SPECIAL PACKAGING

#### **B.l** Prohibited Articles

The following articles are prohibited from being sent by post.

Firearms and ammunition

Including gas and cap guns, airguns, parts for weapons and firearms, weapons rendered harmless and replica weapons, and all kinds of military equipment.

Devices posing a heightened threat to public safety

Piercing or cutting instruments with a tine or blade in excess of 8 em, and irrespective of the length of the tine or blade throwing stars, flick knives, and any other device from which a tine or blade or other implement capable of inflicting bodily harm springs out (bows, crossbows, harpoon guns, slings, catapults, etc.)

Devices expelling or spraying substances causing irritation to the eye or mucous membrane and inducing a state of defencelessness (spray)

Objects that imitate and resemble firearms, gas and cap guns (replicas), and silencers, and night and laser sights

Devices worn on the hand to increase the effectiveness of a punch (knuckledusters)

Devices for delivering and increasing the strength of a blow (e.g. leaded or rubber cosh, police truncheon) as well as batons or weights linked together with chains or other flexible material for this purpose

Devices delivering an electric shock to render a person temporarily incapable of defence

Handcuffs

Devices that interfere with the operation of speedometers.

Inflammable materials

Inflammable materials are deemed to be:

- Spontaneously combustible liquids and products (e.g. petrol, inflammable solvents and cl eaning agents, inflammable paints and paint removers, paraffin)
- Gases and vapours combustible in air at normal pressure (e.g. aerosol products, sprays, lighters fil led with gas)
- Solid materials which easily ignite within a short period of exposure (e.g. to flame or friction) and continue to burn or disintegrate after the source of combustion has been removed (e.g. all types of matches)
- Materials which easily ign ite on contact with water or dampness, or produce a dangerous quantity of combustible gas (e.g. sodium and potassium metals)

• Oxidising materials from which oxygen is easily produced to fuel the combustion of organic and non-organic matter (e.g. organic peroxides, hair and textile dye, some bleaching agents and glues).

Poisonous, harmful and corrosive substances

Poisons are substances and products which by inhaling, swallowing or on contact with the skin of even a small quantity may cause death or serious damage to health (e.g. poisonous chemical substances)

Corrosive substances and products are materials which cause necrosis on contact with living tissue or may corrode the material of packaging or transport containers (e.g. corrosive chemical substances, caustic cleaning agents, rust removers and anticorrosion substances with a caustic effect, products containing mercury, acids or battery acid)

Radioactive substances, or preparations or products containing radioactive material.

Miscellaneous prohibited items

Imitation postage stamps or imitation forms with value

Dead animals

Perishable items which may reasonably be expected to deteriorate during the course of nonnal transit.

#### **B.2 Articles Requiring Special Packaging**

Energy sources

Energy or energy sources necessary for the operation of an object must be placed in a mail item unattached to prevent accidental operation in the package.

Perishable and infective biological matter

Due to the changes in air pressure experi enced during transport by air, sealed ampoules or stoppered glass containers used to transport perishable and infective biological matter must be of sufficient strength to withstand the changes in air pressure.

Fragile objects

Glass, porcelain and other fragile objects must be packaged in metal, wooden, plastic or strong cardboard boxes and stuffed with paper, shavings or other protective material which prevents friction or coli ision between objects, or objects and the wall of the container during transport.

Liquids and substances that easily run

Liquids, oils and fats that melt may on l y be posted packed in double containers provided that they do not ferment quickly or explode (such items are excluded from transport by post). These substances must be placed in hermetically sealed containers (as internal packaging), which in turn must be packed in a metal, an appropriately strong wooden, a durable plastic, or a good quality corrugated card covering. An absorbent material that is able to absorb the whole quantity of liquid, oil or fat (e.g. sawdust, cotton wool) must be placed between the inner container and the outer covering.

Substances need not be placed in double containers provided hermetically sealed strong galvanised sheet steel or strong and non-breakable plastic containers (canisters) are used as covering. Liquids may only be placed in plastic containers so that a space to a depth of 4 em from the mouth of the container remains empty. Plastic containers must have suitable handles.

Postage is only possible as a fragile parcel to be thus handled.

*Greasy substances that do not melt easily* 

Greasy substances that do not melt easily (e.g. ointments, soft soaps, resins) must be placed in a box, bag, plastic film or parchment paper as an inner covering, then packed in a wooden box, metal container or container made of another resistant thick material as a secondary container.

Butter, cheese, margarine may also be posted in multi-layered parchment paper on the inside and a cardboard box on the outside, then the whole wrapped in paper. Postage may be by parceI or letter post.

Substances from the human body

Secretions and substances originating from the human body (liquids, tissue) for test purposes addressed to testing institutions (l aboratories) and doctors may be posted in the standard packaging for this purpose or as follows:

- Secretions and test material originating from the human body may be posted as a letter or parcel. The cover of the item and with parcels the accompanying letter as well must be marked "Substa nce originating from human body". If the substance comes from a person suffering or suspected of suffering from an infectious disease, the above mentioned inscription must be "Infectious su bstance for testing".
- Non-infectious secretions must be placed in a strong-sided plastic or other non-breakable container and its opening hermetically seal ed. An adhesi ve tape not made of paper must be affixed to the sea ling mechanism so that it cannot open due to pressure or collision. This inner container must be placed in a box made of cardboard or other similar resistant material, which must be stuck down and tied round for postage.
- In order to ensure the safe transport of infectious substances, multiple packaging systems as described below must be used:

Inner container: a primary, waterproof, impervious container contammg the specimen, bearing a label, which must be surrounded by sufficient absorbent material to absorb the entire quantity of liquid in the event of breakage.

Secondary container: Another durable, waterproof, impervious container which encloses and protects the inner conta iner(s). More than one inner (primary) container may be placed in a secondary container, in which there must be sufficient absorbent material to cushion the primary containers. The data sheet for the specimens must be affixed to the outside of the secondary container.

Outer container: wooden, metal or plastic, which protects the containers and contents during transport.

Outer covering: to protect the containers and contents during transport, a box made of stiff paper which is sealed all round with a label.

The label must have a printed address on it, and additionally the producer of the packaging system, its certification number and type must be marked on the label or the outer covering.

#### Ashes of deceased persons

The ashes of a deceased person must be packaged in a waterproof in ner container and a protective outer container.

The outer container must be stuffed with paper, wood shavings or similar material which protects the item ITom breakage or external impacts during transport.

The seal ed containers must be covered in strong wrapping paper, and the item stuck down a nd sealed, and tied with string lengthwise and crosswise.

The cover of the item, and for parcels also the accompanying letter, must be marked "Ashes of deceased person".

#### ANNEXURE C

#### INFORMATION TO BE PROVIDED BY THE LICENSEE

In addition to the information required by Conditions 15.1 and 15.3, the Licensee is required to provide to the Authority the information set out in this Annex on a regular basis. The information shall be in a format determined the Authority. The initial frequency of reporting shall be once per annum with information submitted within one calendar month year end. From time to time the Authority may amend the information requirements listed here or the frequency of reporting.

#### C.1 Financial Information

- C.1.2 Separation of accounts for reserved and non-reserved services.
- C.1.3 Revenue by reserved product for most recent years, previous and budget for current year.
- C.1.4 Total cost by category of reserved services for most recent years, previous year and budget for current year.
- C.1.5 Revenue concentration: revenue from top 10 mail client for most recent year, previous year and budget for current year.

#### **C.2** Employee Information

- C.2.1 Total number of employee (full time equivalents) by business area, for most recent year, previous year and budget for current year.
- C.2.2 Mail staff productivity levels: weighted items per gross staff hour.

#### C.3 Post Offices

C.3.1 Number of inhabitants per post office or postal agency by region.

#### C.4 PO Boxes

- C.4.1 Number of PO Boxes installed and rented by location.
- C.4.2 Occupancy rates of PO Boxes by location.
- C.4.3 In locations where no PO Boxes are available at the time of reporting, the number of applicants on the waiting list at each location and the date of application for the applicant who has been waiting longest for a PO Box.

#### **C.5** Delivery Times

- C.5.1 Percentage of standard national mail items delivered to a PO Box within three working days of posting.
- C.5.2 Percentage of standard national mail items to a Post Box for an address in the town of posting delivered within two working days of posting.
- C.5.3 Percentage of items delivered at a wrong address.
- C.5.4 Percentage of items that suffer loss, damage or theft.

#### **C.6** Customer Complaints

- C.6.1 Number and nature of customer complaints.
- C.6.2 Total number of repeated complaints (i.e. by the same customer)
- C.6.3 Average handling time for customer complaints.
- C.6.4 Percentage of complaints resolved.

# C.7 Safety and Security

- C.7.1 Number of items opened in accordance with condition 12.
- C.7.2 Number of incident investigation by postal security unit by category.
- C.7.3 Total number of lost items (from customer complaints data)

# **C.8** Environment Performance

C.8.1 Details of steps taken to implement the licensee's environment policy and environment performance.