Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 711 27 September / September 2024 No. 51316

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5845

9 771682 584003 51316

AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

NO FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

Contents

No.		*Gazette No.*	*Page No.*
	GENERAL NOTICES • ALGEMENE KENNISGEWINGS		
Independent Communications Authority of South Africa / Onafhanklike Kommunikasie-owerheid van Suid-Afrika			
2764	Postal Services Act (124/1998): Draft Regulations on the Conveyance of Mail, 2024.....	51316	3

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

NOTICE 2764 OF 2024

DRAFT REGULATIONS ON THE CONVEYANCE OF MAIL, 2024

(1) The Independent Communications Authority of South Africa ("the Authority") hereby publishes the Draft Regulations on the Conveyance of Mail, 2024 ("Draft Regulations"), in terms of section 61(d) of the Postal Services Act, 1998 (Act No.124 of 1998) read with section 4(3)(j) of the Independent Communications Authority of South Africa Act, 2000 (Act No. 13 of 2000) ("ICASA Act"), to the extent reflected in the Schedule.

(2) A copy of the Draft Regulations will be made available on the Authority's website at http://www.icasa.org.za or can be sent via email upon request by interested persons or can be collected from the Authority's Library at Eco Point Office Park, 350 Witch-Hazel Avenue, Centurion, between 09h00 and 16h00, Monday to Friday.

(3) The Authority invites interested persons to submit written representations on the Draft Regulations. Written representations must be submitted to the Authority by no later than 16h00 on ***29 November 2024*** electronically (in Microsoft Word and PDF), or by post or hand delivery, and marked specifically for attention:

Chairperson: Conveyance of Mail Council Committee

Email: mailconveyance@icasa.org.za

Delivery address: Block B, 350 Witch-Hazel Avenue, Eco Point Office Park Eco Park, Centurion

Telephonic enquiries may be directed to **Mr Siphiwe Hlongwane (Project Leader)** at 012 568 3253 between 08h30 and 16h30, from Monday to Friday.

(4) Written representations received by the Authority pursuant to this Notice, will be made available for inspection by interested persons at the Authority's library and on the Authority's website.

(5) When a person makes submissions to the Authority, such person may request that specific information be treated as confidential information in terms of section 4D of the ICASA Act. The request for confidentiality must be accompanied by a written statement explaining why the specific information should be treated as confidential in accordance with ICASA Guidelines for Confidentiality Request published in Government Gazette No. 41839 of 17 August 2018.

(6) The Authority may determine that such representations or any portion thereof are to be treated as confidential in terms of section 4D of the ICASA Act. Where the request for confidentiality is refused, the person who made the request will be granted an opportunity to withdraw such representations or portion(s) thereof.

(7) Persons submitting written representations are further invited to indicate, as part of their submissions, whether they require an opportunity to make oral representations. The Authority will publish a schedule in due course.



MOTHIBI G. RAMUSI

CHAIRPERSON

DATE: 26/09/**2024**

SCHEDULE

1. DEFINITIONS

In these Regulations, any word or expression to which a meaning has been assigned in the Act has the meaning so assigned, unless the context otherwise specifies:

"Act" means the Postal Services Act, 1998 (Act No. 124 of 1998);

"**Addressee**" means a customer that is the intended recipient of mail;

"Conveyance of Mail" means any physical, electronic, or other means used to transmit mail;

"Conveyor" means a person or licensee whose business is to carry, transfer or deliver mail from a sender to an addressee or displayed address;

"Dangerous goods" means articles or substances capable of posing a risk to health, safety, property or the environment.

"Damage" means a physical impairment resulting in the loss of value, usefulness or the normal function of something which occurred at the point of acceptance of mail by the conveyor and before delivery to the addressee or displayed address;

"Force majeure" means an unforeseen event beyond the control of the conveyor and not due to the conveyor's fault or negligence.

"Insurance" means a service offered by a conveyor to a sender whereby the sender pays a fee to the conveyor in order for the conveyor to compensate the sender against loss or damage of mail in conveyance;

"Loss" means mail that is not delivered to the addressee or displayed address as a result of having been stolen or misplaced at any time after the acceptance of mail by a conveyor and before delivery to the addressee or displayed address.

"Express Mail" means a mail delivery service whereby a customer pays a premium to receive priority handling and expedited delivery.

"Rebate" means a full refund to the sender for the premium paid for an express mail

2. PURPOSE OF THE REGULATIONS

The purpose of these regulations is to provide a framework for the following:

(a) the regulation of the conveyance of mail;
(b) the general powers and duties of conveyors;
(c) the legal possession and ownership of mail;
(d) security of mail;
(e) data security;
(f) the conveyance of dangerous and prohibited goods; and
(g) disaster management.

3. SCOPE AND APPLICATION OF THE REGULATIONS

The regulations apply to all conveyors of mail.

4. GENERAL POWERS AND DUTIES OF A CONVEYOR

(1) A conveyor must establish minimum terms and conditions that include, amongst others, the following:

(a) packaging and delivery parameters;

(b) sealing and labelling of mail;

(c) pricing and payment;

(d) delivery times; and

(e) establishing and maintaining internal procedures, standards, and policies concerning redress for loss and damage to postal items.

(2) A conveyor must publish the terms and conditions in accordance with sub-regulation 4(1) above on its point of contact for sales platforms.

(3) A conveyor must, without opening the mail and before dispatching inbound or outgoing mail, ensure that the mail is secured according to the established terms and conditions.

(4) A conveyor must ensure mail is delivered to the addressee or displayed address as per the conveyor's delivery times.

(5) A conveyor must notify the sender within a reasonable period of its inability to deliver the mail on time.

(6) The notification referred to in sub-regulation 4 (5) above may include but is not limited to sms, email, telephone or radio announcement.

5. LEGAL POSSESSION AND OWNERSHIP OF MAIL

(1) Mail shall remain the property of the sender until it is delivered to the addressee or the displayed address, except when it is seized by a competent authority.

(2) A conveyor is deemed to be in possession of the mail from the moment that the mail is handed over to a conveyor until it is delivered to the addressee or displayed address or returned to the sender.

(3) Mail shall be deemed to be delivered when it is handed over by a conveyor to the addressee or displayed address or picked up by the addressee from a conveyor's counter or any authorised collection point.

6. LIABILITY

(1) A conveyor is liable for damage and loss of mail from the point of receipt of the mail until the delivery of the mail is completed.

(2) A conveyor is excluded from liability in instances where:

(a) the sender does not declare the contents of the mail.

(b) the sender refuses the contents of the mail to be examined without opening.

(c) mail handed over by the sender to the conveyor has defects or the risk of defect is inherent in the nature of mail.

(d) mail is opened, inspected, and/or confiscated by a competent authority.

(e) mail is lost or damaged due to force majeure.

(f) mail is lost or damaged due to no fault of the conveyor.

(3) A conveyor may not reject and/or refuse to pay an insurance claim on the grounds listed in sub-regulation (2).

7. COMPENSATION

(1) Subject to regulation 6(2) above a conveyor must pay compensation for loss and/or damage to mail.

(2) Amount payable for compensation for loss and/or damage to mail shall be equal to the replacement value declared by the customer at the point of handing mail over to the conveyor.

(3) A conveyor must develop a compensation policy expressing the terms and conditions which cover loss and/or damage to uninsured mail.

(4) The terms and conditions of the compensation policy must include, but are not limited to, the following:

(a) The nature and extent of the compensation to be paid for loss or damaged mail.

(b) The process that the sender must follow to lodge a compensation claim.

(c) The required documents for a claim process.

(d) The timeframe within which the sender can lodge a claim and the conveyor to complete the claim process.

(5) A conveyor must resolve a claim submitted within a period of thirty (30) days from the day a claim is lodged

(6) A conveyor must publish a compensation policy in accordance with sub-regulation 7 (3) above the point of contact for sales platforms.

(7) Where a conveyor fails to comply with the compensation claim, the conveyor must provide the sender or customer with the contact details of the Authority for purposes of lodging a complaint.

(8) A conveyor must make available the compensation policy, to the Authority, upon request.

8. INSURANCE

(1) A conveyor must offer the sender the option to insure mail commensurate to the value of the mail in conveyance.

(2) A conveyor must provide a sender with a process for claims of loss and/or damaged insured mail.

9. REBATE FOR DELAY OF DELIVERY OF EXPRESS MAIL

(1) In the event of failure to deliver express mail as per the delivery schedule, a conveyor is liable to pay rebate to the sender, unless the delay was due to force majeure.

(2) A conveyor must develop a rebate policy expressing the terms and conditions for the rebate.

(3) The terms and conditions of the rebate policy must include, but are not limited to, the following:

(a) The process that the sender must follow to lodge a rebate claim.

(b) The required documents for a claim process.

(c) The timeframe within which the sender can lodge a claim and for the conveyor to complete the claim process.

(4) A conveyor must publish the rebate policy on its point of contact for sales platforms.

(5) After a sender or customer has exhausted a conveyor's complaints process, a conveyor must provide the sender or customer with the contact details of the Authority for purposes of escalating a complaint.

(6) A conveyor must submit the rebate policy, to the Authority, upon request.

10. SECURITY OF MAIL

(1) A conveyor must develop and maintain a security plan in relation to the security of relevant premises, the safety of personnel and the use of vehicles and equipment in the conveyance of mail.

(2) The security plan must include, but is not limited to the following provisions:

(a) secure storage facilities.
(b) identifiable, well-marked and secure restricted areas with access control.
(c) secure access control to the area in which mail is kept. The access control measures must include, but are not limited to the following:

(i) alarms/intrusion detection systems and surveillance equipment.
(ii) limiting access to authorised personnel only.
(iii) locking mechanisms and key control.

(d) regular risk assessment of the area where mail is kept, the mail items processed and any other changes in the operation that may affect the security of mail;
(e) staff training; and
(f) safe transportation with telematics systems such as vehicle tracking.

11. PERSONNEL SECURITY

(1) A conveyor must develop and maintain security procedures for handling mail and provide it to all personnel at the conveyor's premises.

(2) The security procedures must include but are not limited to, provisions for the protective equipment for the personnel handling dangerous goods.

12. MAIL OPERATIONS SECURITY

(1) A conveyor must develop and maintain a digital register of mail received, processed and conveyed at all premises where mail is handled.

(2) The digital register must identify which personnel were responsible for handling mail at any specific point.

(3) The digital register referred to in sub-regulation (1) and (2) above must be kept for a period of three (3) years.

(4) The digital register must be made available to the Authority upon request.

(5) A conveyor must have a track and trace system which must be accessible to its customers utilizing a mail service. This excludes basic letter mail.

13. DATA PROTECTION

Without limiting its duties and responsibilities in accordance with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), a conveyer must put in place data protection measures that include, amongst others, the following:

(a) Access control to prevent unauthorised access to mail services and customer data.

(b) Data handling process to ensure confidentiality, authentication and integrity of data.

(c) Recovery plans for restoring services after data security incidents.

14. DANGEROUS GOODS

(1) A conveyor must publish and make customers aware of a schedule of dangerous goods as listed in Schedule A of the Regulation.

(2) Dangerous goods must not be delivered by mail.

(3) A conveyor must keep a digital register of all dangerous goods identified during mail processing and how they were handled.

(4) The digital register must be made available to the Authority upon request.

(5) The digital register referred to in sub-regulation (6) above, must be kept for a period of three (3) years.

15. PROHIBITED GOODS

(1) A conveyor must publish and make customers aware of a schedule of all goods prohibited from the conveyance of mail as listed in Schedule B.

(2) A conveyor must keep a digital register of all prohibited goods identified and how they were handled.

(3) The digital register referred to in sub-regulation (2) above must be made available to the Authority upon request.

(4) The digital register referred to in sub-regulation (2) above must be kept for a period of three (3) years.

16. DISASTER AND BUSINESS RECOVERY

(1) A conveyor must establish and maintain a disaster management plan to ensure the safety of mail in the event of a manmade or natural disaster that would affect the conveyance of mail.

(2) A conveyor must establish and maintain a business continuity plan to minimise interruption of conveyance of mail in the event of a significant incident which might impact mail operations.

(3) A conveyor must make available to the Authority, upon request, the disaster management plan and business continuity plan.

17. CONTRAVENTION AND PENALTIES

(1) A person that contravenes regulations 4(1), (3), (4) and (5); 7(1) and (3); 8(1); 9(2);10(1); 11(1); 12(1) and (5); 13; 14(3) and (5); 15(2) and (4), 16(1) and (2) is liable to a fine not exceeding R150 000.00 (One Hundred and Fifty Thousand Rands).

(2) A person that contravenes regulations 4(2) and (5) ; 7(6), and (8); 8(2); 9(4), (5) and (6); 12(3) and (4); 14(1), and (4); 15(1) and (3); 16(3) is liable to a fine not exceeding R100 000.00 (One Hundred Thousand Rands).

(3) A person that contravenes regulation 14(2) is liable to a fine not exceeding R250 000.00 (Two Hundred and Fifty Thousand Rands).

18. SHORT TITLE AND COMMENCEMENT

These regulations are called Regulations on the Conveyance of Mail, 2025 and will be effective ninety (90) days after the publication in the Government Gazette.

19. REPEAL OF THE REGULATIONS

The Regulations on the Conveyance of Mail 2009 are hereby repealed.

SCHEDULE "A"

SCHEDULE OF DANGEROUS GOODS:

Explosives - ammunition, fireworks, igniters, gunpowder, firecrackers and flares.

Compressed Gas - aerosol products, carbon dioxide gas, cigarette lighter, butane, gas, diving tanks, fire extinguishers and propane tanks.

Flammable liquids - alcohol, flammable paint and thinners, flammable varnish, oil paints, enamels, petroleum products, benzene, polish and gel.

Flammable solids - metallic magnesium, matches, zinc powder and charcoals.

Oxidising material - some adhesives, some bleaching powders; hair or textile dyes, pool chemicals, hydrogen and organic peroxides, fibreglass repair kits and chlorine.

Poison including drugs and medicines - although some are acceptable in

prescription quantities and non-infectious perishable biological substances are accepted when packed and transmitted appropriately, pesticides, agricultural chemicals, mercury compounds, bacteria and viruses.

Radioactive material -radioactive wastes, radioactive sources and smoke detectors.

Corrosives - corrosive cleaning liquid, paint or varnish removers, mercury-filled thermometer, hydrochloric acid and wet batteries.

Miscellaneous - magnetised materials, oiled paper, polymerisable materials, dry ice and lithium batteries.

SCHEDULE "B"

SCHEDULE OF PROHIBITED GOODS:

- Bank notes - including all South African notes of whatever issue or denomination, and the bank notes or currency notes of any other country.
- Asbestos.
- Narcotics and psychotropic.
- Bees, leeches, silkworms or any other animal or living organism.
- Biological substances, infectious or non-infectious.
- Coins, platinum, gold or silver and precious stones.
- Firearms, or parts thereof.
- Furs.
- Human or animal remains, including ashes.
- Ivory.
- Uninsured Jewellery.
- Perfumery products.
- A film or publication which falls in the category of XX or X 18 in terms of the Films and Publications Act 65 of 1996 as amended,
- Immoral articles.
- Perishable items.
- Uninsured Precious metals.
- Uninsured Precious stones, which means, all valuable natural mineral stones, silica or substances extracted from the group, whether in their natural state or refined, processed, set or treated and includes semi-precious stones and any other natural or synthetic mineral, stone, silica or substance whether in a natural state, cut or uncut, refined, processed, set or treated.

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065

This gazette is also available free online at **www.gpwonline.co.za**