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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

NO. 6076 **31 March 2025**

REGULATIONS ON THE CONVEYANCE OF MAIL, 2025

The Independent Communications Authority of South Africa ("The Authority") hereby publishes the Regulations on the Conveyance of Mail, 2025 ("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").

MOTHIBI G. RAMUSI
CHAIRPERSON
DATE: 27/03/2025

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 the person that is the intended recipient of mail;

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

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

"damage" means a physical impairment resulting in the loss of value, usefulness or the normal function of something which occurred from the point of acceptance of mail by the conveyer and before delivery.

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

"disabilities" means long-term or recurring physical, hearing, or visual impairments.

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

"force majeure" means an unforeseeable event beyond the control of the conveyer or sender and not due to the fault or negligence of either.

"insurance" means a service offered by a conveyer or an insurer contracted by the conveyer as a risk carrier to a sender, whereby the sender pays a fee to the conveyer in order for the conveyer to compensate the sender against the loss or damage of mail in conveyance, subject to the terms and conditions declared to and accepted by the sender at the point of acceptance of mail by the conveyer.

"loss" means where mail 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 conveyer and before delivery to the addressee or displayed address.

"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 conveyers;

(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 licensed and registered conveyers of mail.

4. GENERAL DUTIES OF A CONVEYER

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

a) packaging and delivery parameters;

b) requirements for sealing and labelling of mail;

c) pricing and payment;

d) delivery times;

e) establishing and maintaining internal procedures, standards, and policies concerning redress for loss of, or damage to, mail; and

f) minimum obligations in respect of information that the sender should provide to the conveyer, including but not limited to, the correct forwarding address and contact details of the sender and addressee.

(2) A conveyer must publish the terms and conditions in accordance with sub-regulation 4(1) at its point of contact or any other acceptable and accessible medium at the point of acceptance of mail.

(3) A conveyer 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 conveyer must ensure that mail is delivered in terms of the conveyer's delivery times.

(5) A conveyer must notify the sender using contact details provided in line with Regulation 4(1)(f) within a reasonable period of its inability to deliver the mail to the addressee or displayed address on time.

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

(7) A conveyer must ensure that the minimum terms and conditions published in terms of sub-regulation 4 (1), Schedules A and B and the notification sent in terms of sub-regulation 4 (6) above are in formats that are accessible to persons with disabilities.

5. LEGAL POSSESSION AND OWNERSHIP OF MAIL

(1) Mail remains 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 conveyer is deemed to be in possession of the mail from the point that the mail is handed over to a conveyer by a sender and accepted, until it is delivered to the addressee or displayed address or returned to the sender.

(3) Mail is deemed to be delivered when it is –

(a) handed over by a conveyer to the addressee or to the authorised recipient of the addressee;

(b) delivered to the displayed address; or

(c) picked up by the addressee or authorised recipient of the addressee from a conveyer's counter or any authorised collection point.

6. LIABILITY FOR COMPENSATION

(1) A conveyer is liable for damage to, or loss of, mail between the point of acceptance of the mail and the delivery of the mail.

(2) A conveyer is excluded from liability if:

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

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

(c) the mail handed over by the sender to the conveyer has defects;

(d) the risk of damage is inherent in the nature of the mail handed over by the sender to the conveyer;

(e) mail is opened, inspected or confiscated by a competent authority;

(f) mail is lost or damaged due to force majeure; or

(g) mail is lost or damaged due to no fault of the conveyer.

7. COMPENSATION

(1) Subject to regulation 6(2) above a conveyer must pay compensation to the sender or customer for loss or damage to mail.

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

(3) 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 of, or damage to, mail;

(b) The process that the sender or customer must follow to lodge a compensation claim;

(c) The required documents for a claim process;

(d) The timeframe within which the sender must lodge a claim; and

(e) The rights and obligations of the sender or customer;

(4) A conveyer must resolve a claim submitted within a period of thirty (30) days from the day a claim is lodged.

(5) A conveyer must publish a compensation policy in accordance with sub-regulation 7 (3) above on its point of contact for sales platforms or any other acceptable and accessible medium at the point of acceptance of mail.

(6) If a conveyer fails to pay, or in any way rejects, a compensation claim, the conveyer must provide the sender or customer with the contact details of the Authority for purposes of lodging a complaint.

(7) A conveyer must make available the compensation policy, to the Authority, upon request.

8. INSURANCE

(1) A conveyer must offer the sender the option of insurance for mail.

(2) A conveyer must provide a sender with a process for claims of loss of, or damage to, insured mail.

(3) A conveyer may not reject or refuse to pay an insurance claim on a grounds listed in sub-regulation 6(2).

9. REBATE FOR DELAY OF DELIVERY OF EXPRESS MAIL

(1) In the event of failure to deliver express mail in accordance with the delivery schedule, a conveyer is liable to pay a rebate to the sender, unless the delay was due to force majeure; or the fault of the sender, including but not limited to, providing the wrong address.

(2) A conveyer must develop a rebate policy expressing the terms and conditions for the payment of a 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 or customer must follow to lodge a rebate claim.

(b) The documents required for a claim.

(c) The timeframe within which the sender or customer must lodge a claim and for the conveyer to determine the claim process.

(4) A conveyer must publish the rebate policy on its point of contact for sales platforms or any other acceptable and accessible medium at the point of acceptance of mail.

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

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

10. SECURITY OF MAIL

(1) A conveyer 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, which 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; and

(iii) locking mechanisms and key control.

(d) regular risk assessment of the area where mail is kept, 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 conveyer must develop and maintain security procedures for handling mail and provide it to all persons working for it, whether at the conveyer's premises or elsewhere.

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

12. MAIL OPERATIONS SECURITY

(1) A conveyer must develop and maintain a register, in an electronic format, of mail received, processed and conveyed at all premises where mail is handled.

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

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

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

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

13. DATA PROTECTION

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

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

(3) In the event that dangerous goods are identified during mail processing, a conveyer must keep a register in an electronic format of all dangerous goods identified and how they were handled.

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

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

15. PROHIBITED GOODS

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

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

(3) In the event that prohibited goods are identified during mail processing, a conveyer must keep a register in an electronic format of all prohibited goods identified and how they were handled.

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

(5) The electronic 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 conveyer 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 conveyer must establish and maintain a business continuity plan to minimise interruptions in the conveyance of mail in the event of a significant incident which might impact mail operations.

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

17. CONTRAVENTION AND PENALTIES

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

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

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

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 repealed with effect from the commencement date of these Regulations.

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.

REASONS DOCUMENT

REGULATIONS ON THE CONVEYANCE OF MAIL

March 2025

ACKNOWLEDGEMENTS

The Independent Communications Authority of South Africa ("the Authority/ICASA") would like to acknowledge all stakeholders who participated in the process aimed at reviewing ICASA Regulations on the Conveyance of Mail, 2009.

The following stakeholders submitted written representations to the Draft Regulations on the Conveyance of Mail, 2024:

(1) The South African Express Parcels Association ("SAEPA");

(2) The South African Post Office ("SAPO");

(3) The Consumer Advisory Panel ("CAP");

(4) Tape Aids for the Blind; and

(5) The South African National Council for the Blind ("SANCB").

1. INTRODUCTION

1.1. The Authority initiated a review of the Regulations of the Conveyance of Mail, 2009 ("the 2009 Regulations") in April 2022 in line with its powers provided in terms of section 4B(1) of the Independent Communications Authority of South Africa Act, 2000 ("the ICASA Act") read with sections 8 (1)(a) and 61 of the Postal Services Act, 1998 ("the PSA").

1.2. The Inquiry evaluated "*the effectiveness of the current Regulations in dealing with the evolving consumer needs in changing market environment and then determine whether to amend or replace the Regulations."*

2. BACKGROUND AND PROCESS

2.1. On 17 March 2023, the Authority published a notice of intention to conduct an Inquiry on the Review of The Regulations on the Conveyance of Mail, 2009 . This was done in terms of section 4B of the ICASA Act. The first phase of the inquiry included the publication of the Discussion Document on the Conveyance of Mail in Government Gazette No. 48254 of 17 March 2023 ("Discussion Document").

2.2. The closing date for written submissions on the Discussion Document was 26 May 2023. The Authority received three (3) submissions from interested parties in response to the Discussion Document.

2.3. The written submissions were received from the Department of Communications and Digital Technologies ("DCDT"), Tape Aids for the Blind, and the Consumer Advisory Panel ("CAP").

2.4. On 25 March 2024, the Authority published a Findings Document and a Position Paper. The Findings Document found that the 2009 Regulations are insufficient to address the current mail conveyance challenges as, amongst others, there is no adequate protection of consumers against loss of and damage to goods and the availability

of insurance facilities and there are no provisions that deal with disaster management.

2.5. The Position Paper outlined the Authority's intention to review the 2009 Regulations. The purpose of the review was to cater for the changes in the postal services market to reflect the growth and development of postal services operations.

2.6. On 27 September 2024, the Authority published Draft Regulations on the Conveyance of Mail, 2024 in Government Gazette No. 51316 ("The Regulations"). The closing date for written comments was 29 November 2024. The Authority received four (4) written submissions from the following stakeholders:

2.6.1. the Consumer Advisory Panel ("CAP");

2.6.2. the South African Express Parcel Association ("SAEPA");

2.6.3. the South African Post Office ("SAPO"); and

2.6.4. a joint submission from the South African National Council for the Blind ("SANCB") and Tape Aids for the Blind (referred to collectively as "Tape Aids" in the rest of this document).

2.7. Following receipt of the written submissions, the Authority held online public hearings on 10 December 2024. Out of the four (4) stakeholders that made submissions, two (02) requested to make oral inputs in the public hearings: Tape Aids and the Consumer Advisory Panel.

2.8. It is to be noted that the submissions in the sections below are not captured verbatim. Copies of all submissions and supplementary submissions are available and accessible on the Authority's website using this link: https://www.icasa.org.za/pages/draft-regulations-on-the-conveyance-of-mail-2024

3. PURPOSE OF THE REASONS DOCUMENT

3.1. The purpose of this document is to provide reasons for the Authority's decisions, as expressed in the final Regulations on the Conveyance of Mail, 2025.

3.2. The Authority's decisions are preceded by due consideration of the submissions made by stakeholders in relation to the Draft Regulations.

4. WRITTEN AND ORAL SUBMISSIONS, AND THE AUTHORITY'S DECISION

4.1. **Regulation 1: Definitions**

4.2. **"Conveyer"[1]**

4.2.1. CAP suggests the insertion of the words 'licensed or registered' into the definition to read as follows:

'"Conveyer" means a licensed or registered person whose business is to carry, transfer or deliver mail from a sender to an addressee or displayed address;'

4.2.1.1. CAP believes that it is not the intention of the Authority to regulate people who are not licensed or registered. Also, the amended definition of 'conveyer' will tally well with the definition of 'courier service' provided in the PSA, which is defined as a service provided by a person licensed or registered to provide such a service in terms of the PSA.

4.2.2. SAEPA points out that the PSA contains important and specific definitions which are applicable to the Draft Regulations. In their additional submission SAEPA submits that the definition of 'conveyer' in the Draft Regulations ought to be clarified to refer to SAPO only, and to exclude expressly from its scope of application any providers of courier or express logistics services as:

4.2.2.1. the definition of 'mail' in the PSA includes every article collected for conveyance by post;

4.2.2.2. the definition of 'conveyer' in the Draft Regulations for public comment refers to 'a person or licensee whose business is to

[1] Please note that the spelling of 'conveyer' has been amended to reflect the spelling in the PSA .

carry, transfer or deliver mail from a sender to an address or displayed address*';*

4.2.2.3. SAEPA's members do not convey items 'by post' and do not provide postal services;

4.2.2.4. Couriers and express logistics service providers provide altogether distinct services which, in SAEPA's view are distinguishable from the postal services traditionally provided by SAPO. They then elaborate on the differences between these types of services. For the sake of avoiding prolixity in this document, those submissions are not replicated here but can be referred to in the SAEPA's submission documents.

4.2.3. Tape Aids submits that definitions should include reference to persons with special needs.

4.2.4. SAPO suggests including the term 'sub-contractor of a licensee' in the definition of 'conveyer' to read as follows: "Conveyer" means a person or licensee or a sub-contractor of a licensee whose business is to carry, transfer or deliver mail from a sender to an addressee or displayed address.

4.2.5. **The Authority's Decision**

4.2.5.1. The Authority has accepted that the insertion of the words 'licensed or registered person' as suggested by CAP is appropriate as the proposal aligns with the definition of 'courier service' provided in the PSA, which is limited to registered or licensed services.

4.2.5.2. However, the Authority will not extend the definition to include sub-contractors as it is not the role of the Authority to regulate sub-contractors. Registered and licensed mail conveyers are responsible for all mail conveyed by sub-contractors. Regulation 12 of the Unreserved Postal Services Regulations, 2020, provides clarity on third party contracting by the operators and their liability for non-compliance by franchisees or agents.

4.2.5.3. The Authority has noted the submission by Tape Aids and has decided that the extension to include people with special needs in this definition is not appropriate as the issue of special needs is dealt with elsewhere in the Regulations.

4.2.5.4. The Authority has noted the submission by SAEPA and assessed the definitions provided in the PSA. The Authority will not define terms that are already defined in the PSA. Terms that are included in the Regulations and not defined in the PSA will be defined, where appropriate.

4.2.5.5. The Authority has considered and rejected SAEPA's submission to exclude courier and express logistics from the definition of conveyer and that the term 'conveyer' should refer to SAPO only, when considering the issue of 'mail/postal article', which is relevant to scope.

4.2.6. **"Damage"**

4.2.6.1. SAPO submits that 'Damage' means a physical impairment resulting in the loss of value, usefulness or the normal function of something which occurred after the point of acceptance of mail by the conveyer and before delivery to the addressee or displayed address or collection by the addressee or authorised recipient of the addressee from a conveyer's counter or any authorised collection point.

4.2.6.2. SAPO reasons that a conveyer can only accept accountability post acceptance of mail from the sender until delivery or collection by the addressee, or a recipient authorised by the addressee.

4.2.7. **The Authority's Decision**

4.2.7.1. The Authority has accepted SAPO's submission and replaced 'at' with 'from' the point of acceptance of mail. The replacement emphasises that damage can occur during the exchange, at sorting and during the conveyance processes. This is aligned

with the general practice on transfer of liability in postal services.

4.2.7.2. The Authority has also decided that the definition will end at 'delivery', as sub-regulation 5(3) makes it clear when delivery is deemed to have taken place and provides different methods of delivery.

4.2.8. **"Insurance"**

4.2.8.1. SAPO submits that 'Insurance' means a service offered by a conveyer or a contracted Insurer (Risk carrier) to a sender whereby the sender pays a fee to/ through the conveyer in order for the conveyer to compensate the sender against loss or damage of mail in conveyance, subject to the terms and conditions of the risk carrier (insurer) from time to time, which will be risk dependent.

4.2.8.2. SAPO proposes the inclusion of 'insurance provider' as a possible extension to the provision of the service as well as the consideration of any possible limitations imposed by the risk carrier (insurer) on such cover to enhance the definition.

4.2.8.3. In its supplementary submission, SAEPA points out that a consumer is free to obtain additional insurance for the relevant goods, which insurance may be obtained from the relevant courier or express logistics service provider itself or from a third-party insurance provider.

4.2.8.4. SAEPA also points out that very few couriers and express logistics service providers offer insurance themselves. This is because providing insurance requires the relevant courier or express logistics service provider to become a licensed insurer as well as an authorised financial services provider in terms of the Financial Advisory and Intermediary Act, No. 37 of 2002 with all of the (upfront and ongoing) administrative, cost, regulatory compliance and other burdens associated therewith.

4.2.9. **The Authority's Decision**

4.2.9.1. The Authority has included, in the definition of 'Insurance', the risk carrier (insurer) and their terms and conditions as proposed by SAPO. The Authority agrees with the reasons provided that not all mail conveyers can offer insurance services and, in such circumstances, customers contract with the conveyer using the terms and conditions provided by the risk carrier identified by the conveyer.

4.2.10. **"Mail/Postal article"**

4.2.10.1. SAEPA points out several definitions from the PSA which they deem important for the Regulations, and such include 'mail' and 'postal article'. 'Mail' in the PSA is defined with specific reference to the conveyance of articles by post. On this basis SAEPA submits that although their members convey what is termed 'postal articles', they however do so by means other than post and, therefore, that the scope of the Draft Regulations should be expressly limited to SAPO.

4.2.10.2. CAP submits that the definition of 'mail' should include mail delivered by technology.

4.2.11. **The Authority's Decision**

4.2.11.1. The Authority does not agree with the proposal and the reasoning provided by SAEPA to change the definition of 'mail' to include reference to SAPO. The current Regulations are applicable to all licensed and registered conveyers of mail. The Authority monitors the implementation of the Regulations and enforces compliance with all conveyers of mail, not just SAPO, and thus this provision in the Regulations has not been changed.

4.2.11.2. SAPO is defined as the 'postal company' in the PSA; while the term 'post' is not defined in either the PSA or the Regulations. However, the use of the term 'postal company' does not have the effect that it is the only entity that may provide services in

regard to 'post' the conveyance of mail is therefore not limited to SAPO.

4.2.11.3. The inference by SAEPA, that the inclusion of 'post' in the definition of 'mail' limits the scope of the Regulations to SAPO, therefore has no basis in South African law and is incorrect. Any proposed amendments that flow from this contention are therefore rejected.

4.2.11.4. CAP's proposal was not agreed to as the Regulations use the definition of 'mail' contained in the PSA.

4.3. **Additional Definitions:**

4.3.1. Tape Aids's supplementary submission proposes the following additional definitions to enhance inclusivity for persons with visual impairments:

4.3.1.1. **Accessible Formats:** Any materials or information presented in formats that ensure equitable access for persons with disabilities, including large print, audio feedback and/or audio clips, plain text, tactile interfaces, accessible PDFs, and formats compliant with WCAG standards.

4.3.1.2. **Assistive Devices:** Any tools, equipment, or technologies designed to aid persons with disabilities in performing tasks, including screen readers, refreshable Braille displays, mobility aids, smartphones, and any devices that facilitate equitable mail and package handling.

4.3.1.3. **Reasonable Accommodations:** Any necessary and appropriate modifications or adjustments to ensure that persons with disabilities can equitably access and utilise services employed by service providers independently.

4.3.1.4. **Blind Postage Regime:** Under the Universal Postal Unions Conventions in 1952, 1994 & 2012, South Africa acceded to Free

Postage for Blind and Visionally impaired persons. South Africa acceded to the latest 2012 United Nations UPU Convention requirement, by default, as South Africa did not set any reservations within the set window period, provisioning that blind persons and institutions for the Blind could convey their postage free of charge both locally and internationally. This also includes the conveyance of assistive technology devices for the blind and accessible formats for persons with print disabilities.

4.3.1.5. **Persons with Disabilities:** For the purpose of these regulations, Disability refers to a long-term or recurring visual impairment.

4.3.2. **The Authority's Decision**

4.3.2.1. The Authority has decided, in keeping with drafting practice, that only the terms that are used in the Regulations will be included in the final document by way of definition.

4.3.2.2. With regards to Tape Aids' submission on definition of 'persons with disabilities', the Authority does not agree with this proposal as it excludes hearing impairment. The Authority has rather adopted the definition contained in the Customer Care Standards Amendment Regulations Applicable to the Postal Service Licensee, 2021, which reads as follows: '"*disabilities" means long-term or recurring physical, hearing, or visual impairments'.*

4.4. **Regulation 2: Purpose of the Regulations**

4.4.1. Tape Aids submits that the purpose of the Draft Regulations should be extended to include the following additions:

4.4.1.1. notice to conveyers that blind postage must be delivered within a reasonable time in accordance with regulations set by ICASA;

4.4.1.2. notice to licensed conveyers for the requirement for compliance with the Blind Postal Regime and;

4.4.1.3. notice to conveyers for the phased introduction of accessible websites and electronic communication mail delivery mechanisms.

4.4.2. **The Authority's Decision**

4.4.2.1. The Authority has not included the proposed submission as it is not relevant to the purpose of the Regulations. The issue of notifications being accessible to persons with disabilities is dealt with in regulation 4 (7). Issues pertaining to delivery times are dealt with in regulations 4(1)-(d) and 4(5). Issues pertaining to blind postage will be dealt with in the review of universal service obligations. In addition, matters pertaining to accessible websites and electronic communication mail delivery mechanisms will be considered when formulating the Code for Persons with Disabilities in the Postal Services Sector.

4.5. **Regulation 3: Scope and Application of the Regulations**

4.5.1. CAP submits that the scope should refer to 'all registered' conveyers of mail to ensure that those that are exempted by the PSA or which operate outside of the scope of the PSA are not included.

4.5.2. SAEPA submits that there is a fundamental distinction between postal services and courier services and/or express logistics services. Such a distinction is established in terms of the relevant empowering legislation as well as being reflected in other sources, such as the Universal Postal Convention ("UPC") and the General Agreement on Trade in Services ("GATS"). Due to this distinction, SAEPA submits that the Draft Regulations do not apply to their members.

4.5.2.1. Therefore, SAEPA emphasises that it is important that the Draft Regulations must not undermine or introduce additional interpretational challenges in respect of this distinction.

4.5.2.2. SAEPA maintains that (i) the Draft Regulations do not appear to extend to such services by virtue of the language of the Draft

Regulations, and (ii) attempting to 'bundle' such services with postal services in this manner would be contrary to the scheme of the PSA, the UPC and the GATS and is accordingly unlawful and irrational.

4.5.2.3. In its additional submission, SAEPA expresses its view that (i) there are important differences between the delivery of items by post (i.e., by SAPO) versus by courier or express parcel delivery (e.g., by SAEPA's members) (as elaborated upon above); (ii) such differences are borne out by the relevant legislative framework (and, indeed, are reflected in international conventions such as the UPC and GATS); (iii) the implication of this is that, insofar as the scope of application of the Draft Regulations is devised with specific reference to service providers delivering items by post, it is impermissible extend the scope to service providers delivering items by courier or express parcel delivery and (iv) it would in any event be undesirable for ICASA to seek to bundle together and collectively regulate such fundamentally distinct services (because a 'one-size-fits-all' approach in this regard is very likely to result in unanticipated, unwanted consequences for some or all service providers).

4.5.3. **The Authority's Decision**

4.5.3.1. The Authority has included the terms 'all registered' conveyers of mail (as suggested by CAP) as well as 'licensed' in the scope, to align with the definition of conveyers.

4.5.3.2. While the inclusion of 'licensed and registered' in Regulation 3 is strictly unnecessary, from a legal perspective, because the terms are already included in the definition of 'conveyer', it has been restated here to emphasise its application.

4.5.3.3. The response to SAEPA's argument concerning scope and application is provided in 4.2.11 above.

4.6. **Regulation 4: General Duties**

4.6.1. SAEPA notes its concern with the usage of the term 'postal item' in regulation 4(1)(e), relating to the requirement to establish and maintain internal procedures and standards. SAEPA submits that, since the term is not defined in either the Draft Regulations or the PSA, it may cause confusion regarding its meaning.

4.6.2. **The Authority's Decision**

4.6.2.1. The Authority has replaced the term 'postal item' with 'mail' to maintain consistency in the Regulations. The term 'mail' is defined in the PSA.

4.6.3. **Regulation 4(1)**

4.6.4. SAPO proposes the insertion of regulation 4(1)(f), to read as follows:

'…minimum obligations in respect of information that the sender should provide to the conveyer, that includes correct forwarding address, contact details of sender and recipient for ease of contact should the need arise.'

4.6.5. SAPO explains that the proposed addition of regulation 4(1)(f) is to oblige the sender to provide accurate contact details to be utilised in enforcing regulation 4(5).

4.6.6. Tape Aids's additional submission proposes that the Authority include a new 4(1)(f) aimed at establishing internal procedures and policies to enable monitoring and reporting mechanisms to ensure compliance with the Universal Postal Unions Blind Postage Regime Requirements; and a new 4(1)(g) aimed at establishing internal protocols and platforms to reasonably accommodate people with visual impairments on websites and electronic communications.

4.6.7. **The Authority's Decision**

4.6.7.1. The Authority has accepted the addition of regulation 4(1)(f), as proposed by SAPO with minor amendments, to read as follows:

'minimum obligations in respect of information that the sender should provide to the conveyer, including but not limited to, the correct forwarding address and contact details of the sender and addressee.'

4.6.7.2. The Authority has not accepted Tape Aids's proposal to regulation 4(1)(g) as it is adequately covered by the requirements in regulation 4(7) which ensures access for persons with disabilities to the minimum terms and conditions. To the extent that Tape Aids feels otherwise, the Authority believes that it would be more appropriate to address this concern as part of the process referred to at paragraph 5.4 below.

4.6.7.3. The Authority will deal with Tape Aids's proposal for 4(1)(f) (as contained in its supplementary submission) as part of its monitoring and compliance responsibilities.

4.6.8. **Regulation 4(2)**

4.6.8.1. SAPO proposes the inclusion of the words 'or any other acceptable and accessible medium at the point of acceptance of mail' in draft regulation 4(2).

4.6.8.2. SAPO motivates its proposal by suggesting that the proposal makes 'Provision for use of other reasonable mediums for publication e.g. posters etc. so that it does not only limit to a point of sale printable or digital copy that may not always be feasible'.

4.6.8.3. Tape Aids submits in their additional submission that the following additional wording should be added to sub-regulation 4(2):

'…including offering accessible formats or ensuring that they are accessible with the use of assistive devices to reasonably accommodate persons with disabilities.'

4.6.9. **The Authority's Decision**

4.6.9.1. The Authority has accepted SAPO's proposed amendment. The amendment is aimed at providing for the inclusion of any feasible points of publicising and sharing the terms and conditions.

4.6.9.2. Tape Aids's submission is adequately covered by sub-regulation 4(7) which ensures access for persons with disabilities. To the extent that Tape Aids feels otherwise, the Authority believes that it would be more appropriate to address this concern as part of the process referred to at paragraph 5.4 below.

4.6.10. **Regulation 4 (5)**

4.6.10.1. Tape Aids submits, in their additional submission, that sub-regulation 5 should be extended to include the following wording:

'…including offering reasonable accommodation in accessible formats.'

4.6.11. **The Authority's Decision**

4.6.11.1. Tape Aids's submission is adequately covered by sub-regulation 4(7) which ensures access for persons with disabilities. To the extent that Tape Aids feels otherwise, the Authority believes that it would be more appropriate to address this concern as part of the process referred to at paragraph 5.4 below.

4.6.12. **Regulation 4(6)**

4.6.12.1. SAEPA 's position is that reference to 'radio announcement' must be removed from this regulation as the burden it places on a conveyer is too onerous.

4.6.12.2. Instead, SAEPA submits, it is acceptable for a conveyer to notify the sender using the contact details which the sender provided to the conveyer as the sender's preferred method of communication (e.g., SMS, email or telephone).

4.6.13. SAPO submits that sub-regulation 4(6) should include a reference to sub-regulation 4(1)(f), to read as follows:

'A conveyer must notify the sender where accurate contact details are provided in line with regulation 4(1)(f) within a reasonable period of its inability to deliver the mail on time.'

4.6.14. Tape Aids submits that notifications to consumers should accommodate persons with disabilities.

4.6.15. **The Authority's Decision**

4.6.15.1. The Authority has decided to maintain the reference to notification by radio announcement in this regulation as it is appropriate to permit conveyers to use all of the listed options, or a combination of them or any other appropriate option.

4.6.15.1.1. Regardless of the medium used, it remains the conveyer's obligation to notify the sender of the conveyer's inability to deliver the mail on time.

4.6.15.2. The Authority has accepted the insertion proposed by SAPO in respect of regulation 4(5).

4.6.15.3. Tape Aids's submission is adequately covered by sub-regulation 4(7) which ensures access for persons with disabilities. To the extent that Tape Aids feels otherwise, the Authority believes that it would be more appropriate to address this concern as part of the process referred to at paragraph 5.4 below.

4.6.16. **Regulation 4(7)**

4.6.16.1. Tape Aids submits that conveyors must accommodate people with special needs. In its supplementary submission, Tape Aids suggest the inclusion of the following regulation 4(7):

'A conveyer must ensure that the minimum terms and conditions published in terms of sub-regulations 4(1) and 4(2) above and the notification sent in terms of sub-regulations 4(5) and 4(6) above are in formats that are accessible to persons with visual impairments.'

4.6.16.2. Tape Aids also recommends the addition of regulation 4(8) to reads as follows:

'A conveyer must ensure that accessible formats referenced in sub-regulation 4(7) above include compliance with W3C Web Content Accessibility Guidelines (WCAG), audio formats as well as large print and any other electronic formats usable by persons with disabilities without imposing additional costs on users who have disabilities.'

4.6.16.3. Tape Aids further submits that the total estimated cost, for a medium-sized organisation with an existing 50% compliance baseline to achieve WCAG compliance, would be two hundred and fifty-five thousand Rands (R 255 000.00). This amount includes the following key cost components: training and development; technology and tools; remediation efforts; operational adjustments; legal and administrative compliance; and stakeholder engagement.

4.6.17. **The Authority's Decision**

4.6.17.1. The Authority has included regulation 4(7), which reads as follows:

'A conveyer must ensure that the minimum terms and conditions published in terms of sub-regulation 4(1) and the notification sent in terms of sub-regulation 4(6) above are in formats that are accessible to persons with disabilities.'

4.6.17.2. This regulation is sufficient to ensure that conveyers cater to the needs of persons with disabilities.

4.6.17.3. The Authority has included this clause to address the concerns raised by Tape Aids on inclusion of persons with disabilities in

the regulations. The usage of the term persons with disabilities is consistent with the term used in the Customer Care Standards Amendment Regulations Applicable to the Postal Service Licensee, 2021.

4.6.17.4. The Authority has decided not to specify which technologies or devices conveyers must utilise to cater for persons with disabilities as the public has not had the opportunity to comment on this aspect. This aspect may also have cost implications that could negatively impact smaller conveyers. To the extent that Tape Aids feels otherwise, the Authority believes that it would be more appropriate to address this concern as part of the process referred to at paragraph 5.4 below.

4.7. **Regulation 5: Legal Possession and Ownership of Mail**

4.7.1. SAPO proposes an amended to draft regulation 5(3), to cater for the circumstances in which mail is deemed to have been delivered:

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

4.7.2. SAPO suggests that this amendment provides for circumstances in which mail is delivered to the addressee's authorised representative, on the addressee's behalf.

4.7.3. **The Authority's Decision**

4.7.3.1. The Authority has accepted SAPO's proposal to provide for the collection of mail by an authorised representative of the addressee.

4.8. **Regulation 6: Liability**

4.8.1. **Regulation 6(1)**

4.8.1.1. SAPO proposes amending draft regulation 6(1) to read:

'A conveyor is liable for damage and loss of mail from the point of acceptance of the mail until the delivery to the addressee or authorised recipient of the addressee or displayed address or picked up by the addressee from a conveyor's counter or any authorised collection point. Subject to 6(2)(a) to (f)'.

4.8.1.2. SAPO motivates its proposed addition by recording that the 'Conveyor can only accept liability post acceptance of mail from the sender and until the addressee or a recipient authorised by the addressee takes delivery.'

4.8.1.3. **The Authority's Decision**

4.8.1.3.1. The Authority agrees with the substitution of the phrase 'point of receipt' with the 'point of acceptance'.

4.8.1.3.2. The balance of SAPO's proposed amendment is dealt with in regulation 5(3). In addition, the Authority sees no need to refer to regulation 6(2): (a)-(f), as doing so would amount to a duplication of what is already set out in those regulations.

4.8.2. **Regulation 6(3)**

4.8.2.1. SAPO proposes amending draft regulation 6(3) to read:

'A conveyor may not reject and/or refuse to pay an insurance claim if the terms and conditions in sub-regulation (2)(a) to (f) are complied with.'

4.8.2.2. SAPO motivates its proposal by submitting that the wording of draft regulation 6(3) contradicts draft regulations 2(a) to 2(f).

4.8.2.3. **The Authority's Decision.**

4.8.2.3.1. The Authority has decided to move draft regulation 6(3) to regulation 8(3), as it relates to insurance.

4.9. **Regulation 7: Compensation.**

4.9.1. **Regulation 7(1)**

4.9.1.1. SAPO proposes that draft regulation 7(1) should be amended to read:

'Subject to regulation 6(2) above a conveyer must compensate for loss and/or damage to mail in line with insurance terms and conditions where customer opted to take insurance.'

4.9.1.2. SAPO states that 'Mandatory compensation negates the need for goods in transit insurance as customers would opt out of taking out insurance if conveyer would be mandated to compensate for loss or damage. Compensation should then be through insurance'.

4.9.1.3. **The Authority's Decision**

4.9.1.3.1. The Authority does not agree with the proposed additions from SAPO. Regulation 7 deals with the terms and conditions which cover loss and/or damage to uninsured mail and the amount of compensation that is available. Matters pertaining to insurance are sufficiently covered by regulation 8.

4.9.2. **Regulation 7(2)**

4.9.2.1. SAPO submits that there should be a limit on the amount payable for compensation of loss/damage and that draft regulation 7(2) should therefore be amended as follows:

'Amount payable for compensation for loss and/or damage to mail shall be equal to the value determined in line with the terms and conditions of the Insurer from time to time (which will be risk dependent) declared to the customer at the point of handing mail over to the conveyer and acceptance of insurance'.

4.9.2.2. SAEPA submits that the amount payable for compensation of loss/damage should be capable of limitation by conveyers as opposed to being equal to the replacement value declared by the customer. In this regard, a scale/threshold as to the limitation should be implemented based on the declared replacement value of the mail (e.g. up 80% of the replacement value for mail above a certain value, etc.). This is especially important in circumstances where the mail is uninsured as the risk assumed by the conveyers could be inordinately high, especially where high value mail/postal articles are concerned.

4.9.2.3. In its additional submission, SAEPA explained that without limitation on liability this could pose a serious existential threat to the viability of couriers and express logistics service providers, especially (but not only) to those which are small, medium and micro-enterprises (SMMEs). Couriers and express logistics services providers develop contractual limitation of liability clauses in a manner as to balance appropriately the extent of the protections afforded to themselves and to customers, often with reference to the standards set out in relevant international conventions such as (i) the Convention for the Unification of Certain Rules for International Carriage by Air, 1999 (as amended) (Montreal Convention) as well as, where appropriate, the Convention for the Unification of Certain Rules relating to International Carriage by Air, 1929 (as amended) (Warsaw Convention)1, and (ii) the Convention on the Contract for the International Carriage of Goods by Road (CMR). The applicable limitation for cargo transported internationally by road in terms of the CMR is 8.33 SDRs per kilo (which, as at 7 January 2025, is approximately ZAR 200).

4.9.2.4. Further SAEPA submitted that liability and compensation in respect of the domestic delivery of items by air or by road by couriers and express logistics service providers ought not to be regulated in the Draft Regulations at all. Couriers and express logistics service providers operate in a highly fragmented, competitive environment where if less favourable liability and

compensation terms were offered, customers can switch to the next provider with favorable terms. The standard terms and conditions will apply, and such terms and conditions will have been formulated by the service provider with the above considerations front-of-mind (e.g. ensuring they offer sufficient protections to customers as part of their formulation of a competitive service offering).

4.9.2.5. SAEPA adds that such transactions will, in any event, very likely be subject to the Consumer Protection Act, No. 68 of 2008 (Consumer Protection Act), and in particular section 48(1)(c)(iii) which prohibits suppliers from imposing unfair, unreasonable or unjust terms relating to the waiver of any liability of the supplier as a condition of entering into a transaction. Should a consumer be dissatisfied with the extent of compensation they might receive pursuant to a supplier's terms on the limitation of liability and compensation, they are free to obtain additional insurance for the relevant goods, which insurance may be obtained from the relevant courier or express logistics service provider itself or from a third-party insurance provider. Limitations on liability in this regard are of critical importance to couriers and express logistics.

4.9.3. **The Authority's Decision**

4.9.3.1. The Authority accepted the submissions from SAPO and SAEPA, and in particular the complex nature of calculating compensation for loss and/or damage as presented by SAEPA.

4.9.3.2. The Authority has therefore decided to remove sub-regulation 7(2) that speaks to the amount payable for compensation of loss and or damaged mail**.**

4.9.3.3. Sub regulation 7(3)(a) requires the conveyer's terms and conditions to be clear on the nature and extent of the compensation to be paid for loss or damaged mail. The sender will enter into a contractual agreement with the conveyer with the full knowledge of what will happen in the event of loss or damage and what the limits of compensation are. The Authority

is thus limiting its interference in the contractual agreement between the sender and the conveyer.

4.10. **Regulation 7(3)**

4.10.1. Tape Aids submits that the draft regulation should be extended to include the following wording:

'A conveyor must develop a compensation policy expressing the terms and conditions which cover loss and/or damage to uninsured mail, reasonable accommodations available in accessible formats shall be made for persons with visual impairments.'

4.10.2. SAPO proposes additional terms and conditions to be included in the conveyer's compensation policy:(e) the rights and obligations of the sender; and (f) conditions to be met to lodge a claim.

4.10.3. **The Authority's Decision**

4.10.3.1. Tape Aids submission is adequately covered by sub-regulation 4(7) which ensures access for persons with disabilities. To the extent that Tape Aids feels otherwise, the Authority believes that it would be more appropriate to address this concern as part of the process referred to at paragraph 5.4 below.

4.10.3.2. The Authority has accepted SAPO's proposal to include the additional terms and conditions as per regulation 7(3), it is not limiting to the conditions that can be included by the Conveyer in compensation policy.

4.11. **Regulation 7(4)**

4.11.1. SAPO submits a proposal to change the prescribed number of days within which a conveyer must resolve a claim for compensation from thirty (30) to sixty (60) days, so as to allow for complex claims.

4.11.2. **The Authority's Decision**

4.11.2.1. The Authority has decided to keep the 30 days as it believes that thirty (30) days is sufficient for the resolution of a claim and for payment to be made, even in instances of complex claims.

4.12. **Regulation 8: Insurance**

4.13. **Regulation 8 (1)**

4.13.1. SAPO submits that draft regulation 8(1) should be extended to read as follows:

'A conveyer must offer the sender the option to insure mail to the value as determined in line with the terms and conditions of the Risk carrier (Insurer) from time to time (which will be risk dependent) declared to the customer at the point of handing mail over to the conveyer and acceptance of insurance as per Section 6(2). The extension is a consideration of any possible limitations imposed by the Risk Carrier on the applicable Insurance cover. The insurance cover cannot be limitless, particularly given that GIT insurance relies on customer declarations that are not validated at point of acceptance.'

4.13.2. SAEPA submits that it may be too onerous for small businesses to be required to offer insurance. While most of SAEPA's members already offer the services, SMMES may not be as well-resourced and able to provide value-add or ancillary services or measures such as compensation, insurance and rebates.

4.13.2.1. Moreover, SAEPA, in their additional submission, mentioned that very few couriers and express logistics service providers provide insurance themselves, but such insurance is readily available from third-party insurance providers. Providing insurance requires that the relevant courier or express logistics service provider become a licensed insurer as well as an authorised financial services provider in terms of the Financial Advisory and Intermediary Act, No. 37 of 2002 and with all of the (upfront and ongoing) administrative, cost, regulatory compliance and

other burdens associated therewith. Such compliance burdens are not to be underestimated.

4.13.2.2. SAEPA recommends that the provision of insurance by couriers and express logistics service providers should not be mandatory. Where customers wish to purchase insurance and such insurance is not available through the relevant courier or express logistics service provider, they may procure that insurance from third-party providers.

4.13.3. **The Authority's Decision**

4.13.3.1. The Authority will keep the original 8(1), which reads as follows:

'A conveyer must offer the sender the option of insurance on mail.'

4.13.3.2. The term "insurance" is clearly defined in the definitions section and permits insurance to be provided for by specialised risk carriers.

4.13.3.3. The Authority has moved sub-regulation 6(3) to sub-regulation 8(3), as already explained above.

4.14. **Regulation 9: Rebate on Express Mail**

4.14.1. SAPO submits extending draft regulation 9(4) as follows:

'A conveyer must publish the rebate policy on its point of contact for sales platforms or any other acceptable and accessible medium at the point of acceptance of mail.'

4.14.2. SAPO submits that the proposed amendment is to provide for the use of other, reasonable mediums for publication e.g. posters etc. so that the publication of the rebate policy is not limited to a point of sale, printable, or digital copy that may not always be feasible.

4.14.3. SAEPA submits that the list of exceptions should be extended to include instances where the delay was occasioned through: no

fault of the conveyer; and the fault of the sender (e.g., wrong address provided).

4.14.4. Furthermore, SAEPA submits that it is onerous to require conveyers to pay a rebate to the sender for a failure to deliver express mail, with the only exception being where the delay is due to force majeure.

4.14.5. Tape Aids' additional submission proposes that sub-regulation 9(2) should be extended to read as follows:

'A conveyor must publish the rebate policy on its point of contact for sales platforms in accessible formats or that reasonably accommodate access via assistive devices and/or assistive technologies.'

4.14.6. **The Authority's Decision**

4.14.6.1. The Authority accepted the submission made by SAPO to include 'any other acceptable and accessible medium at the point of acceptance of mail' for purposes of publishing a conveyer's rebate policy.

4.14.6.2. The Authority also accepted SAEPA's submission by adding exceptions to regulation 9(1) to provide for a rebate not to be due if it is the fault of the sender (e.g., wrong address provided). or circumstances covered by the definition of force majeure.

4.14.6.3. Tape Aids submission for sub-regulation 9(2) and 9(4) are adequately covered by sub-regulation 4(7) which ensures that standards and policies must be accessible to persons with disabilities. To the extent that Tape Aids feels otherwise, the Authority believes that it would be more appropriate to address this concern as part of the process referred to at paragraph 5.4 below.

4.15. **Regulation 10: Security of Mail**

4.15.1.1. SAEPA submits that regulation 10(2)(c)(i) is overly prescriptive and onerous, for SMMEs and owner drivers. Furthermore, SAEPA

submits that operators are not opposed to having a relatively standardised 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. However, to cater for all different types and levels of private sector service providers, some of whom may be SMMEs and owner drivers, it proposes the inclusion of the word 'reasonable' before 'security plan' in Regulation 10(1).

4.15.1.2. Furthermore, SAEPA submits that regulation 10(2)(c)(i) would serve as a barrier to entry for potential new entrants to the market who may not have the facilities and/or resources to implement such measures.

4.15.1.3. CAP supports the provision to install vehicle tracking; however, submits it would be prudent for conveyers to hire security personnel to accompany those who transmit mail.

4.15.2. **The Authority's Decision**

4.15.2.1. The Authority has decided that using the term 'reasonable' as proposed by SAEPA may weaken the aim of the clause and cause for conveyers to have different understandings of reasonable security plans.

4.15.2.2. The Authority has used the term 'not limited to', which serves as a reprieve for conveyers who are not able to afford high-level security tools. Cost-effective tools must be sought and implemented by the conveyers.

4.15.2.3. Operators are at liberty to use any system which will be financially and operationally sensible to them e.g. partnering with security companies to move their high value mail without hiring of security personnel to accompany mail.

4.15.2.4. The Authority already catered for the sufficient flexibility and prerogative of service providers as the list provided is not limiting.

4.15.2.5. However, having regard to SAEPA's concerns, the Authority is of the view that the six factors listed in sub-regulations (a) to (f) are necessary features of a security plan and therefore rejects the proposed amendment.

4.16. **Regulation 12: Mail Operations Security**

4.17. **Regulation 12(1):**

4.17.1. SAEPA submits that the obligation to have a digital register is onerous, as are the requirements contained in draft regulations 14(3) – (5) and 15(2) – (4).

4.17.1.1. Therefore, SAEPA submits that conveyers rather be required to develop and maintain a register which need not necessarily be digital, but with the aspiration of eventually digitizing their operations (for those who cannot immediately implement digital platforms to that extent). This allows for conveyers at different levels and capacities to ensure their activities remain compliant with the draft Regulations.

4.17.2. **The Authority's Decision**

4.17.2.1. The Authority decided to replace the term 'digital' with 'electronic format.' The Conveyer can document a register on a Word document instead of a sophisticated register software.

4.17.2.2. The requirement of electronic recording of dangerous and prohibited goods are justified by the nature of the categories of goods and are not unduly onerous as suggested.

4.18. **Regulation 12(5):**

4.18.1. Tape Aids's additional submission includes a proposal that draft regulation 12(5) should be extended to include the following wording:

'…such trace and trace system should also be available in accessible formats or that reasonably accommodate access via assistive devices and / or assistive technologies.'

4.18.2. **The Authority's Decision**

4.18.2.1. Tape Aids' proposal is adequately covered by sub-regulation 4(7) which ensures that standards and policies must be accessible to persons with disabilities. To the extent that Tape Aids feels otherwise, the Authority believes that it would be more appropriate to address this concern as part of the process referred to at paragraph 5.4 below.

4.19. **Regulation 14: Dangerous Goods**

4.19.1. SAPO submits that draft regulation 14(2) should read as follows: 'Dangerous goods as described in Section 14(1) must not be accepted.'

4.19.2. Tape Aids' additional submission proposes that regulation 14(1) should include the following wording:

'Such Schedule should be available in accessible formats or that reasonably accommodate access via assistive devices and / or assistive technologies.'

4.19.3. **The Authority's Decision**

4.19.3.1. The Authority has not accepted SAPO's submission that 'Dangerous goods must not be accepted'. There is a possibility that a conveyer might accept undeclared dangerous goods that may be discovered during processing of mail. What is critical to the Authority is that dangerous goods must not be delivered by mail.

4.19.3.2. The Authority has not accepted SAPO's proposal to include a cross-reference in regulation 14(2) to regulation 14(1) and Schedule A as this aspect has been dealt with adequately.

4.19.3.3. Tape Aids's submission is adequately covered by sub-regulation 4(7) which ensures access for persons with disabilities. To the extent that Tape Aids feels otherwise, the Authority believes that it would be more appropriate to address this concern as part of the process referred to at paragraph 5.4 below.

4.20. **Regulation 15: Prohibited Goods**

4.20.1. Tape Aids' additional submission proposes that draft regulation 15(1) should be amended to include:

'Such Schedule should be available in accessible formats or that reasonably accommodate access via assistive devices and/or assistive technologies.'

4.20.2. SAPO proposes that draft regulation 15(2) should provide that prohibited goods as described in Section 15(1) must not be accepted. In the event that prohibited goods are identified during mail processing, a conveyer must keep a digital register of all prohibited goods so identified and record the details of how they were handled. SAPO therefore proposes that the amended regulation 15(2) should read:

'Prohibited goods as described in Section 15(1) Schedule B must not be accepted. In the event that prohibited goods are identified during mail processing, a conveyor must keep a digital register of all prohibited goods identified and how they were handled.'

4.20.3. **The Authority's Decision**

4.20.3.1. The Authority has accepted SAPO' submission and amended regulations 15(2) and 15(3) to give effect to the proposal.

4.20.3.2. Tape Aids submission is adequately covered by sub-regulation 4(7) which ensures access for persons with disabilities. To the extent that Tape Aids feels otherwise, the Authority believes that it would be more appropriate to address this concern as part of the process referred to at paragraph 5.4 below.

4.21. **Regulation 17: Penalties**

4.21.1. SAEPA proposed that the Draft Regulations should provide for a dispute resolution mechanism regarding contraventions and penalties.

4.21.1.1. Furthermore, SAEPA submits that Conveyers should have recourse in terms of disputing an alleged contravention and appealing decisions that find them guilty of having contravened the Draft Regulations, including where this results in the imposition of penalties.

4.21.2. **The Authority's Decision**

4.21.2.1. The Complaints and Compliance Committee was established in terms of section 17A of the ICASA Act, with the following functions:

'The Complaints and Compliance Committee-

(a) must investigate, and hear if appropriate, and make a finding on-

(i) all matters referred to it by the Authority;

(ii) complaints received by it; and

(iii) allegations of non-compliance with this Act or the underlying statutes received by it; and

(b) may make any recommendation to the Authority necessary or incidental to-

(i) the performance of the functions of the Authority in terms of this Act or the underlying statutes; or

(ii) achieving the objects of this Act and the underlying statutes.'

4.21.2.2. Conveyers are permitted to forward any complaints to the Complaints and Compliance Committee for adjudication in terms of the ICASA Act.

5. GENERAL SUBMISSIONS

Tape Aids and SANCB submitted the following general comments:

5.1. **COMMITMENT TO UPU REGULATIONS FOR FREE POSTAGE FOR LITERATURE FOR THE BLIND**

5.1.1. ICASA does not have a similar commitment to, or sub-committee implementing the regulations required by the UPU, nor a Code for Persons with Disabilities that specifically addresses the UPU requirements.

5.1.2. It therefore follows that ICASA should consider developing a Code for Persons with Disabilities that incorporates the UPU's 2012 Blind Postal Regime against the backdrop of the new digital communication direction of the South African Postal Services envisioned by the NCOP Public Enterprises and Communications Committee.

5.2. **DIGITAL MIGRATION OF POSTAL SERVICES**

5.2.1. The future stated direction of SAPO (currently under business rescue) is towards a digital mail conveyance operation.

5.2.2. Accordingly, ICASA must consider incorporating regulations for electronic communications and Websites for its mail conveyers that are accessible to blind and visually impaired persons under the proposed UPU aligned Code for Persons with Disabilities.

5.2.3. Such regulations could also be extended to include W3C compliant websites for Corporates and Government Departments as envisioned under ICASA's Code for Persons with Disabilities which is aligned to the Electronic Communications Act.

5.2.4. The SANCB and Tape Aids recommended digital postal hubs in Public Libraries and Community Centres as well as upgrading 6-to-8-digit postal codes for enhanced granulation and use of GPS locators and enabling mail conveyance to remote and peri-urban areas not served by SAPO through the use of GPS location Apps and NaviLens codes[2].

[2] **NaviLens Codes** - a type of QR Code that helps people with low vision or blindness, access information using their smartphones as it can be read from distances of up to 60 feet or even farther for

5.3. **ZERO RATED WEBSITE AS A FORM OF UNIVERSAL SERVICE OBLIGATION FOR ACCESS TO MATERIAL FOR BLIND PERSONS**

5.3.1. Tape Aids developed its own online digital delivery service and increased its digital catalogue capacity on its internationally benchmarked accessible website: www.tapeaids.com, enabling blind persons to independently search, select and download books online.

5.3.2. Accordingly, Tape Aids appealed to the Authority in its review of the Regulations on the Conveyance of Mail (Refer to Annexure D[3]) to consider incorporating a concessionary 'free electronic postage' substitute for the conveyance of 'post-free' material to their members, by the two National Libraries for the Blind, those being Tape Aids For the Blind (Tape Aids) and the South African Library for the Blind (SALB) which are both Member Organisations of the SANCB.

5.3.3. Such concessions being in the form of a Universal Service Obligation (USO) for a zero-rated website, whereby accessing and downloading from their websites, incurred zero data costs. Enabling data-free digital delivery of accessibly formatted literature as required under UPUs Blind Postage Regime.

5.4. **The Authority's Decision**

5.4.1. The Authority welcomes the detailed submissions aimed at addressing the current challenges faced by customers, specifically the challenges faced by people with visual impairments, at this time when the universal service provider SAPO is undergoing financial challenges.

5.4.2. The Authority decided that these issues cannot be adequately addressed in these Regulations. However, the Authority believes

larger codes and can be read from up to 160 degrees, so the user does not need to frame the code to their screen. NaviLens codes can provide information visually, audibly and through touch.

[3] **Annexure D** – Tape Aids Commentary ICASA Government Gazette No: 48254 March 2023 – Mail Conveyance Regulatory Review

that the way to deal with these challenges may include an industry round table where possible solutions can be sought.

5.4.3. The Authority is aware that issues of access to postal services for persons with disabilities are not dealt with in the Code of Persons with Disabilities, 2021. A possible solution may be to develop a separate Code for persons with Disabilities specifically for the Postal Sector.

5.4.4. The Authority will in the coming financial year, 2025-26, review the universal service obligations for the postal licensee. Some of the proposals related to universal service, including the matter of free postage for literature for the blind, will be considered in that process.

6. Conclusion

6.1.1. The Authority concludes the review of the Conveyance of Mail Regulations, 2009. This review has been conducted under the provisions of the PSA in its current form.

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