

Tanzania

Tanzania Communications Act

Tanzania Telex Regulations, 1993

Government Notice 87 of 1993

Legislation as at 31 July 2002

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Tanzania Telex Regulations, 1993 (Government Notice 87 of 1993)

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[Note: This legislation has been thoroughly revised and consolidated under the supervision of the Attorney General's Office, in compliance with the Laws Revision Act No. 7 of 1994, the Revised Laws and Annual Revision Act (Chapter 356 (R.L.)), and the Interpretation of Laws and General Clauses Act No. 30 of 1972. This version is up-to-date as at 31st July 2002.]

1. Citation

These Regulations may be cited as the Tanzania Telex Regulations.

2. Interpretation

In these Regulations, except where the context requires otherwise—

"**call**" means the establishment of means of communication for the purpose of the telex service;

"**certified**" means certified by the Director-General;

"**inland call**" means a call made from a sending station within Tanzania to a receiving station within Tanzania;

"**installation**" means a telex line and the teleprinter or other sending and receiving apparatus at the subscriber's premises and the associated equipment which are provided by the Corporation for a subscriber for the purpose of telex service;

"**local call**" means a call made between subscribers connected to the same telex exchange;

"**public call office**" means an office wherein a teleprinter or other sending or receiving apparatus is available for use by the public upon payment of fee;

"**printergram centre**" means a telegraph office operated by the Corporation for the purpose of accepting telegrams by teleprinter from telex subscribers for transmission of means of the public telegraph service;

"**receiving station**" in relation to a call, means the teleprinter or other receiving apparatus and the equipment associated therewith to which the call is made;

"**rental**" means any charge in respect of an installation which is fixed by an agreement and is payable periodically;

"**sending station**" in relation to a call, means the teleprinter or other sending apparatus and the equipment associated therein whereby the call is originated;

"**subscriber**" means a person with whom the Corporation makes an agreement for the provision of telex service and includes the personal representatives of a subscriber;

"**subscriber's premises**" means a premises in or on which any possession or occupation or under the control of the person who is the subscriber in respect of the installation or of a person for whose use the installation is provided under the agreement with the subscriber;

"**telex line**" means a circuit provided as part of an installation for the purpose of enabling a subscriber to communicate with a telex exchange;

"**telex service**" means a service whereby written message may be sent directly between the sender and the recipient through the public telex exchange system under the control of the Corporation;

"**trunk call**" means a call made between subscribers connected to different telex exchanges.

3. Provision of telex service

- (1) Every subscriber shall enter into an agreement with the Corporation.
- (2) Telex installation shall not be provided until a connection charge has been paid.
- (3) If an application for telex is cancelled after the connection charge has been paid, the Corporation may retain any or all of the connection charges to cover the cost of any work carried out as a result of the application.

4. Termination of agreement

- (1) An agreement may be terminated on the expiration of the initial period stipulated therein or at any time thereafter provided in either case that one month's previous notice in writing is given by either party.
- (2) The subscriber shall be liable for rental until the agreement is terminated and the balance of any rental in respect of any further period paid in advance shall be repaid after deducting any charges due for telex services.

5. Payment of rental and other charges

- (1) Subject to these Regulations all charges in respect of calls originating upon a subscriber's installation, and all other charges and sums payable by a subscriber under these Regulations or under an agreement, shall be payable by the subscriber on demand.
- (2) Any rental payable under an agreement in respect of an installation of a component part shall commence on the date when the installation or the component part is connected for use.
- (3) The subscriber shall be liable for rental until the agreement is terminated and the balance of any rental in respect of any further period paid in advance shall be repaid after deducting any charges due for telex service.

6. Director-General may require security

The Director-General may, before or after entering an agreement with a subscriber, require the payment of a deposit of such amount as he thinks necessary by way of security for the payment of the rental or other charges payable or to become payable by the subscriber, or may require the subscriber to furnish security for such payment in such other form and for such amount as the Director-General thinks necessary, and the subscriber shall pay such deposit or furnish such security within such time as the Director-General may direct.

7. Provision of telex service at discretion of Director-General

The provision of telex services shall be at the discretion of the Director-General and nothing herein contained shall be construed as compelling the Corporation to enter into an agreement for the provision of telex services.

8. Measurement of distance

The Director-General's decision in regard to all measurements or distances and lengths of line shall be final.

9. Permission of landlord and liability of Corporation

- (1) Subscribers shall be responsible for obtaining all necessary consent from the landlords or the premises where telex apparatus is to be installed.
- (2) It shall be a condition of the provision of telex service that the Corporation or any authorised employee of the Corporation shall not be liable for any damage or loss whether caused through negligence or not, resulting to the subscriber or to any person in his employment and arising out of the provision to the subscriber of telex service.

10. Installation, maintenance of installations

- (1) Every installation shall at all times remain the property of the Corporation.
- (2) Every subscriber shall permit authorised employees of the Corporation (or, when required by the Director-General so to do, procure permission for them from any other person whose permission is requisite) to enter at all reasonable times upon the subscriber's premises for the purpose of constructing, inspecting, maintaining or altering the installation or any part thereof, or removing the installation as may be in or on the subscriber's premises.
- (3) Every authorised employee of the Corporation who desires to enter upon the subscriber's premises shall have duly authenticated documents showing his identity and authority.

11. Default by subscriber

- (1) If a subscriber—
 - (a) fails to pay when due any rental charge or sum (including any sum required by way of deposit) payable by him to the Corporation; or
 - (b) becomes insolvent, or makes any composition or arrangement with or assignment for the benefit of his creditors, or suffers execution to be levied on his premises, or being a company, goes into liquidation, whether voluntary or compulsory or has a receiver or property appointed; or
 - (c) fails to observe or perform any of the provisions of these Regulations or an agreement, or any obligation on his part arising thereunder,

the Director-General may, without prejudice to any other rights or remedy of the Corporation—

- (i) without notice, wholly or in part suspend telex services provided by means of all or any of the subscribers installations; and if he shall think fit so to do disconnect all or any of such installation from the telex exchange; and
 - (ii) in addition or alternatively summarily terminate the subscriber's agreements or any of them by notice in writing to that effect.
- (2) On the determination of any agreement under the provision of this regulation the Corporation may recover from the subscriber forthwith as liquidated damages and not as a penalty in addition to any arrears of rental or other sums due, a sum equal to one third of the quarterly rental or to the balance of the rental to the end of the initial term of the agreement, whichever may be greater.

12. Power to disconnect

The Director-General may without notice disconnect any subscriber from an exchange and cause to be removed any apparatus allocated to such subscriber if—

- (a) the subscriber allows his telex apparatus or line to be wilfully damaged or destroyed, or put to any improper or illegal use;
- (b) the connection of the telex apparatus or wires have been tampered with or altered without the authority of the Director-General;
- (c) improper language used by the subscriber or any person using his telex installation to an employee of the Corporation or to any other subscriber; or
- (d) for any other reason considered by the Director-General sufficient to warrant disconnection of the telex service.

13. Duration of calls

- (1) The duration of a call for the purpose of these Regulations shall be calculated from the time when the establishment of means of communication begins to the time it ends.
- (2) Calls for a period exceeding three minutes may be allowed at the discretion of the Director-General, but no person shall be entitled as of right to continue a call for a period exceeding three minutes.

14. General powers

The services referred to in these Regulations may be provided by the Corporation at such times, during such period, in such circumstances, and by means of such equipment as the Corporation may from time to time consider expedient.

15. Printergram service

A telex message may be sent from a sending station within the United Republic to the appropriate Printergram Centre for further transmission to the addressee as a written telegram by means of the public telegram system.

16. Advise of duration and charge

The Corporation may supply particulars of the duration of or the charge for a call or of both such duration and charge, on the request of the person who is the subscriber in respect of the sending station or of any other person using that station.

17. General powers of the Corporation

Without prejudice to any other power or right of the Corporation, the Director-General may at his discretion—

- (a) refuse or cease to provide any telex service which would involve or involves the use of any telegraphic line in respect of which there is difficulty in obtaining or maintaining on terms acceptable to the Director-General, any way-leave;
- (b) disconnect an installation from one telex exchange and connect it with any other telex exchange;
- (c) make any alteration in an installation;
- (d) alter the telex number or the answer book code allocated by the Director-General to an installation;
- (e) use any part or parts of a telex line provide for a subscriber for any additional purpose (including the provision of services to other persons) by any means including the carrying of electric currents

over such part or parts of the line at frequencies different from those used for the purpose of that subscriber's telex service.

18. Subscriber's responsibility

- (1) A subscriber shall—
 - (a) be responsible for the safety of all such parts of the installation as are in or on the subscriber's premises, and on the determination of an agreement by any means the subscriber shall surrender to the Corporation the installation and every part thereof in as good condition as when first provided, fair wear and tear only excepted;
 - (b) pay in respect of the replacement of any such parts of the installation as aforesaid which at any time are lost or destroyed, and the replacement or repair of any such parts which are damaged otherwise than by way of fair wear and tear the certified cost incurred by the corporation in replacing or repairing those parts.
- (2) A subscriber shall not, without written consent of the Director-General—
 - (a) alter or remove any installation or any part thereof, or obliterate or deface any marks, works or numbers thereon;
 - (b) make any attachment to an installation, or place anything in electrical connection therewith;
 - (c) place or use in any manner or position in relation to an installation anything that may in the opinion of the Director-General have a harmful effect on the installation or on its use for the purpose for which it is provided; or
 - (d) place or use anything (unless provided for the purpose by the Corporation) in such a manner or position in relation to an installation that it transmits or enables to be transmitted any message or other communication from or by means of the installation and shall not without such consent permit or suffer any other person so to do.
- (3) A subscriber shall, on being required by the Director-General so to do, forthwith cease to use and remove anything which has been attached, connected, placed or used as mentioned in paragraph (2) of this regulation whether by him or by another person and whether with or without the consent of the Director-General.

19. Paper and teleprinter ribbons

- (1) The paper and teleprinter ribbons used in any teleprinter comprised in an installation shall be of the quality, kind and size for the time being approved by the Director-General.
- (2) Except during the periods as the Director-General may otherwise permit, a subscriber shall at his own expense at all the times keep properly adjusted in any teleprinter comprised in an installation an adequate supply of paper and teleprinter ribbon in good condition.

20. Subscriber not to assign agreement

A subscriber shall not, except with the written consent of the Director-General assign or dispose of his agreement or assign or dispose of any part with any benefit or advantage under it.

21. Supply of electricity

- (1) If required so to do by the Director-General a subscriber shall provide at his own expense in all respects a continuous supply of the electricity necessary for the operation of the installation or any part thereof and such electricity shall be supplied at such point or points and by means of such wires fitted with such sockets or other means of connection and provided with such connection to earth and with such fusible cut-outs and other protective devices as the Director-General may from time to time require.

- (2) The subscriber shall pay the certified cost incurred by the Corporation of making such alterations to the installation as it considers necessary to conform to any change made otherwise than by the Corporation in the method of applying the electricity to the installation or in the kind of electric current used or to prevent injurious affection to the installation by electric lines or plant erected on the subscriber's premises.
- (3) The subscriber shall leave the electricity supply provided under paragraph (1) continuously connected to the installation except during such periods as the Director-General may otherwise permit.

22. Telex directories

- (1) Entries in any telex directory published by or on behalf of the Corporation may be made in such terms, form, manner and order as the Director-General thinks fit.
- (2) The telex directory is the copyright of the Corporation and shall not without the Director-General's written permission be reproduced wholly or in part.

23. Alteration to services

Subscribers requiring any alteration to their installation or services shall apply in writing in such manner as the Director-General may direct.

24. Accounting for calls

The charges to a subscriber for calls, or for any class of calls, may be aggregated and included as a single item in an account rendered to him by the Corporation.

25. Service of notice

Any notice, account, statement, direction or other document which may be given, rendered or made by the Corporation under or of any purpose of these Regulations or an agreement shall be deemed to have been duly given, rendered or made and served if left at or sent by registered post to the address at or in connection with which the relevant telex service is required or provided, or to the address stated in the relative agreement as the subscriber's address, or to the subscriber's usual or last-known place of abode or business.

26. Exemption of the Corporation from liabilities for telex services

- (1) The Corporation shall not incur any liability—
 - (a) by reason of the interruption, whether total or partial, of the telex service;
 - (b) by reason of any delay in the transmission of any telex or by reason of any error in, omission from or non-delivery or misdelivery of any telex; or
 - (c) by reason of the non-transmission, detention or disclosure of any telex in accordance with these Regulations.
- (2) A subscriber shall not be entitled to any abatement of rental in connection with any of the matters under subregulation (1).

27. Public call offices

The Corporation may establish public call offices at convenient, locations for use by members of the public.

28. Consent of Director-General

Any consent or approval of the Director-General referred to in the Regulations may be given subject to such terms and conditions as the Director-General may think fit.

29. Revocation

[Revokes the East African Telex Regulations ¹.]

¹

E.A.C. L.N. 2 of 1970