# KAID GLOBAL RESOURCES NIGERIA LIMITED CONSUMER CODE OF PRACTICE.

Kaid Global Resources Nigeria Limited Consumer Code of Practice Document.

#### INTRODUCTION

Kaid Global Resources Nigeria Limited (**KGRNL**) is a telecommunications infrastructure provider of Sales and Installation services to notable Infraco companies from and within Nigeria and a host of other value added services to corporate organizations. Kaid Global Resources Nigeria Limited is regulated by the Nigerian Communications Commission (NCC).

At Kaid Global Resources Nigeria Limited, we consider honesty and integrity to be the hallmarks of long-term success which ultimately contributes to the ethical well-being of us all. Our professional standards are therefore exceptionally high, and we have systems and processes in place to ensure compliance with anti-bribery and corruption laws. Amongst the most fundamental operating principles are adherence with all laws and regulations applicable to our business.

As an integrated and Indigenous company KAID GLOBAL RESOURCES NIG. LTD. wants to drive forward sustainable solutions as an enabler in creating solutions to engineering, supplies, cleaning/janitorial and construction challenges in all areas.

In this Consumer Code we attempt to provide answers to a range of questions you may have about our services and to provide you with information on how and where you can obtain advice and help.

This Code of Practice is issued pursuant to the Consumer Code of Practice Regulations 2007. The matters which the Code aims to address shall include but not be limited to the under listed matters

- Reasonable meeting of consumer requirements
- Handling consumer complaints and disputes
- Consumer compensation in case of breach
- Protection of information
- Billing

Hence, this avenue provides you with necessary access to accurate information in plain language about our services and other necessary information about our organization specifically detailing how and who is in charge at different sections of the organization

We have a general avenue where complaints can be laid and you will be assured of professional and utmost attention should there be a need for such or any escalation. Resolution of escalations are almost instant It also describes what to do if you have a complaint, how we will resolve it, and what you can do if you are not satisfied with our response. Nothing in this Code affects your statutory or common law rights, nor is anything contained in this Code intended to form part of a contract or collateral contract between Kaid Global Resources Nig Ltd and any of our clients.

#### To reach us:

Please feel free to contact us if you need any of but not limited to the listed...... Information, suggestion, advise or assistance with anything related to our business.

General inquiries: Telephone: +234-8023091087, 01-2275256

Website: www.kaidglobalresource.com

Email: info@kaidglobalresource.com.

Office address: 3 Alhaji Adekunle Bisi street, Ogudu GRA. Lagos state,

Nigeria.

#### **Article I**

#### 1. SCOPE AND OBJECTIVES

1.1 This Consumer Code of Practice is published by

Kaid Global Resources Nig Ltd (KGRNL) in response to the Nigerian Communications Commissions requirement as contained in section 106 of the Nigerian Communications Act 2003 (in these Code referred to as "the Act"), which contemplates the development of a consumer code that would govern the provision of services rendered by Kaid Global Resources Nig Ltd as a licensed telecommunications operator in Nigeria.

2.1 The Code is to be read in conjunction with the Consumer Code of Practice Regulations 2007.

# 2. DEFINITIONS AND INTERPRETATIONS

Unless otherwise defined, or the context otherwise requires, expressions defined in the General Consumer Code of Practice shall have the same meanings in this document including recitals and schedules:

"Quality of Service Regulation" means the Quality of Service Regulations 2013 "Host" means the Licensed Kaid Global Resources Nigeria Limited "Consumer" means the customer

#### 3. PURPOSE OF THE CODE

Nigerian Communications Commission (NCC) advised all licensed telecommunications operators in Nigeria to provide a Consumer Code of Practice.

#### 3.1 This Code of Practice:

- Describes the main services we provide to our customers.
- Explains how to contact us about these services.
- Explains the customer's rights and obligations.
- Describes what to do if you have a complaint, how we will resolve it, and what you can do if you are not satisfied with our response.

# 3.2 Application of the Code:

These Regulations applies to all Licensees and any other providers of communication services in Nigeria. This Code applies to the provision of Remedial work on tower, Structural appraisal on civil works and Tower loading with advise to remedy all observed defects according to Installation of Terminal or other equipment license obtained by KGRNL from NCC.

#### 3.3 Code Administration

The Code will be administered by KGRNL in line with guidelines from NCC as well as reviews that are to be agreed and communicated by the Nigerian Communications Commission

# 3.4 Code Amendment

KGRNL may amend this Consumer Code from time to time in conformance to set guidelines that may be required by law or by the NCC.

#### **Article II**

# 1. PROVISION OF INFORMATION TO CONSUMERS

#### General

- 1.1 KGRNL shall as much as possible remain truthful with information that is complete, accurate, and up-to-date stating its services in simple and clear language for our clients and the general public.
- 1.2 KGRNL shall endeavor to respond in a timely manner to Consumer requests for information on all our services and such information shall be provided free of charge and shall include at least the following:
  - (a) Current service arrangements, including market rates of materials, terms and conditions for all services offered to the public, shall be readily available in print and electronic format.
  - (b) In the event that KGRNL decides to publish subscriber directories in the future, the terms of service shall be printed in a designated section of such directories.

- In a situation where KGRNL carries out a review or any change in our services, such change(s) shall only be implemented after receipt of
- (c)prior approval from the Commission and the affected Clients shall also be appropriately notified of the change(s).
- 1.3 KGRNL shall supply, or make available on request, a copy of the contract or agreement for the provision of services, and such contracts shall be written in plain and clear and understandable language.
- 1.4 Copies of duly approved individual Code shall be available to consumers on request.

#### 2. DESCRIPTION OF SERVICES

KGRNL service offerings are described below:

- 1.1 Base Station Infrastructure
- 1.2 Optical Fibre Networks Infrastructure
- 1.3 Managed Services (Fibre/Site Maintenance and Monitoring Systems)
- 1.4 Power services
- 1.5 Transmission Solutions (RF, MW, BTS, etc) 6 Technical Site Survey.
- 1.6 Radio Frequency Service Engineering

# **OPTICS FIBRE NETWORKS SERVICES**

| □ Trenching   |
|---|
| ☐ Laying of Pipes                                     |
| □ Building Manholes                                   |
| □ Thrust Boring                                       |
| □ Splicing and Testing                                |
| □ Project documentation – As-Ruilt & telecoms Reports |

| MAINTENANCE   |
|---|
| □ Fibre Fault Location & Restoration within SLA                               |
| □ Network Audit   |
| □ Chromatic Dispersion (CD) and Polarization Mode Dispersion (PMD) Test       |
| EQUIPMENT/MATERIALS SUPPLY  |
| □ Optics Fibre Cables   |
| □ HDPE & other ducting infrastructure materials.                              |
| SITE BUILD & GSM TURNKEY INFRASTRUCTURE DEVELOPMENT IMPLEMENTATION            |
| ☐ Piling & Concrete Platform Construction                                     |
| ☐ Tower /Mast Erection & cabling  |
| ☐ Power Generator & Accessories Installations                                 |
| ☐ RF and Microwave Installations  |
| ☐ Project documentation – C Modules & Soil Test Reports                       |
| EQUIPMENT/MATERIALS SUPPLY  |
| ☐ Tower & Turnkey Project Accessories   |
| ☐ Cables & other ducting infrastructure materials                             |
| ☐ Towers, Shelter and Diesel Tank supplies                                    |
| TRANSMISSION  |
| □ RF/MW/BTS Installation and Commissioning                                    |
| ☐ Swap Services (Installation and Decommissioning).                           |
| SITE AUDIT  |
| • Taking of proper inventory of all equipment's on site including Tower audit |
| • Taking and calculating all the power analysis of the entire system on site. |

# SITE QUALITY AUDIT

☐ Checking and certifying the quality of work done on site before declaring the site for RFI (Ready for Installations).

#### STRUCTURAL APPRAISAL

☐ Checking of all members of Tower and concrete on site, and giving analysis on the situation of tower and concrete to determine if the tower require retrofitting(Maintenance), and the concrete too needs maintenance.

#### **TOWER RETROFIT**

☐ Maintenance of Tower by removing the weakened members and replacing them with new members.

#### POST AUDIT TOWER RETROFIT

☐ Carrying out audit on retrofit that was carried out on any Tower.

#### **POWER**

| ☐ SOLUTIONS (GRID, SOLAR,)                    |
|---|
| ☐ Power cable installation                    |
| ☐ Battery Power Installations and maintenance |
| ☐ High Voltage Cable Installation.            |
| ☐ Hybrid Installations service.               |
|   |

☐ Solar Energy Installations and maintenance

#### RADIO FREQUENCY ENGINEERINF SERVICES

- RF Survey and nominal cell planning
- CW measurements for model Tuning
- Drive Test and Network optimization
  - VQ Testing solution
- RF Network KPI analysis of post processing
- Comparative Drive Test for Benchmarking
- Microwave Network Planning
- RF Network Planning and Designing
- Network/Site Audit.

## RADIO FREQUENCY ENGINEERING SERVICES

Comparative Drive Test for Network Bench marking:

This encompasses detailed comparison of mobile networks QOS performance over predefined routes. Our Team are also knowledgeable in the use of Map info, Genex Assistant and Actix for the analysis of data collected. We offer bench marking for GSM/UMTS/HSPDA and CDMA networks.

#### **DRIVE TESTS & NETWORK OPTIMIZATION:**

By use of Drive Test tools, we are Capable of detecting BSS network faults or non-optimal radio parameter settings. DT Resource will identify routine field optimization issues like cable swapping, missing neighbors etc and will rectify the same with the help of customer.

#### CW MEASUREMENTS FOR MODEL TUNING:

With the rapidly changing clutter and building heights, there is need for operators to continuously calibrate the radio planning tools to be in line with the changes. With the use of continuous wave transmitter and a scanner, we can provide the input files/measurements for generation of propagation models.

This entails:

□ Collection list of Nominal's to be surveyed, from the customer. In case of new town surveys where Nominal's are not provided, Planning team will survey the town and provide a nominal for suitable site location.

□ Surveying the site for RF suitability
□ Recording Latitude and Longitude, building height etc. of the proposed candidates
□ Estimating and providing required GSM Antenna heights and orientation, proposed tower / pole location (s) will also be marked on a rough sketch of the building (rooftop) or ground site (for each candidate)
□ Taking of site photographs (360 degrees' panoramic view and building / site elevation) for each candidate.

| contact details (where available)   |
|---|
| LOS SURVEY  |
| ☐ Solution for LOS Survey entails: -  |
| ☐ Collection of Nominal of proposed site and those of nearest location to   |
| which customer proposes the LOS connectivity & Verification  Recording of latitude, longitude, building data, obstruction data and surrounding terrain data on the LOS Survey template. |
| ☐ Generation of LOS Path Profile for the proposed Link using Path Loss 4.0  |
| ☐ Generation of LOS report for the proposed Link using Path Loss ☐ Conduct physical survey of the hop to identify any field obstructions and  |

☐ Recording of physical addresses of the candidates and site owner / manager

#### **MAINTENANCE**

verify the LOS path profile.

Through technology and process driven methodologies, services has been rendered and delivered throughout Nigeria. These services include the following:

Site Monitoring and reporting General scheduled maintenance Refueling and servicing.

By implementing tailor made service delivery solutions ensures uptime and a reduction in operating expenditure within a very short space of time. This then gives the operator the time and ability to focus on their deliverable to their clients.

#### 3. PRICING INFORMATION

Contract shall not take effect until parties mutually agree on the pricing and composition thereof.

Pricing components include but are not limited to:

- (a) The company's applicable rates or charges
- (b) Composition of the charges
- (d) Eventual or likely variation due to market instability.
- (e) Duration of the validity of presented price list.
- (f) Information as to whether charges are subject to change and the frequency of such changes and how information on such matters shall be communicated to the Consumer.

#### 4. CONTRACT TERMS AND TERMINATION

- 4.1 The contract itself shall contain the following information regarding the term:
  - (a) The actual commencement date of the contract
  - (b) Duration of contract shall be
  - (c) Events that could lead to premature termination of contract.
  - (d) The mode of prorating payment in the eventual case of termination.
  - (e) Terms of renewal of the contract, where applicable.
  - (f) Installation, Connection and Decommission terms.
  - (g) Terms and conditions applicable to delayed delivery of contract as agreed.
  - (h) Events that could lead to variation and solution to such.
  - (i) Refund Policies
- 4.2 Furthermore, all terms and conditions of a contract regarding the provision of any of our services shall be clearly stated in the contract or agreement in clear and plain language.

## 5. SERVICE WARRANTIES & MAINTENANCE

- 5.1 This varies according to Industry practice as nature and times dictates the type of warranty to be given> Example.......... Any retrofit work done on a tower should warrant a 5year warranty but this might not be applicable in a region with high wind density.
- 5.2 Where applicable, KGRNL shall inform the consumer of any contractual warranty relating to any shared infrastructure. Such information, where applicable, shall include how to obtain such warranty services.
- 5.3 There shall be specific information to the consumers on the availability and provision of any maintenance services by the Host party.

#### 3. PROVISIONING OF SERVICES

3.1 Provision of service by Kaid Global Resources Nigeria Limited shall be in accordance with the service supply time targets set out in the NCC Quality of Service regulations annexed to this Code.

KGRNL shall also maintain and keep to all agreed terms and conditions of the services to be rendered to our client according to all terms and conditions of the contract

- (a) In a situation that KGRNL encounters community issues which is mostly paramount to our kind of service provision while on the field we might call for extension of service delivery time in order to make peace with the aggrieved community or individual and we shall carry our client along.
- (b) KGRNL will not be liable for any Internet delays or refusal of service requests, lack of site availability or infrastructure availability which is beyond its reasonable control and defects observed while working on any base station.
- (c) Further to clause "b" above, KGRNL shall bear no responsibility for internet delays or refusal where such is attributable to the lack of worthiness of the consumer.

#### 4. FAULT REPAIR AND SERVICE INTERRUPTION

- 4.1 Relevant facilities and processes shall be implemented to ensure reporting of faults 24 hours a day by consumer.
- 4.2 The standard of fault repair as set out in the annexed Quality of Service regulations shall apply to the fault repair standards established by the Host.
- 4.3 KGRNL shall endeavor to give adequate notification of any planned downtime including details of the disruption or outage, the services and service area affected and any corresponding compensation or other remedies if applicable.

#### 5. AVAILABILITY OF SERVICE

- 5.1 Kaid Global Resources Nigeria Limited shall ensure that marketing presentation materials to potential consumers indicate any known geographical or technical limitations which may substantially affect the performance of the consumer services.
- 5.2 In addition to the above, marketing materials must indicate any limitations which restrict a particular group of persons, geographical area, particular period of time or limited availability of infrastructure or other materials.

# 6. ADVERTISING OF PACKAGED SERVICES

The Advertising Practitioners Council of Nigeria (APCON) regulates advertising practices in Nigeria, and has established the Nigerian Code of Advertising Practice. KGRNL shall comply with the advertising standards established by APCON, and any other applicable laws or standards, in addition to the rules regarding the advertising or other promotion of telecommunications services set out in this Code.

- 6.1 The consumer shall be entitled to the supply of all components of a serviced package where the Host has marketed the provision of its service as part of a package.
- 6.2 Appropriate information to potential Consumer shall be included in marketing materials by KGRNL where it may be unlikely to supply any component of the service package.
- 6.3 The marketing materials may contain information on the pricing of the component of a service package; where this is so, the marketing materials shall also incorporate an estimate of the minimum total charge for the package and indicate any terms and conditions applicable to obtaining the component at the stated price.

# 7. Billing Information

- 7.1 The following information shall be contained in invoices issued by the Kaid Global Resources Nigeria Limited
- Consumer name and billing address
- KGRNL current business name, address and registered number
- Unique identification or invoice number
- Date of invoice and billing period
- Description of the services provided by KGRNL for which customer is charged
- Historical summary of charges including total amount billed, applicable credits, advance payments or discounts, net amount payable by Consumer or repayable by Host as the case may be.
- Payment/refund due date
- Method of payment
- Method of contact for complaints and billing inquires

#### 8. ITEMIZATION OF CHARGES

8.1 KGRNL shall ensure that consumers have access to itemize details of all charges either on the bill or on a separate statement provided to the Consumer upon request.

#### 9. TIMING FOR ISSUANCE OF BILL

- 9.1 KGRNL shall issue bills and include all charges incurred within the specified billing period within 30 days of the closure of each billing period
- 9.2 Exception may occur whereby all charges are not included on the invoice as a result of separate agreement between parties, or any other reason.

#### 10.RECEIPT AND CONSUMER PAYMENT ADVICE

10.1 KGRNL shall make available appropriate and accessible methods of verification of bill payment by the Consumer.

## 11.BILLING FREQUENCY

11.1 Consumer shall be provided with sufficient and advance written notification of any proposed changes to the billing period. The advance

written notification shall be deemed sufficient by parties where it provides a minimum notification period of twice the usual billing period(s).

#### 12. NON-PAYMENT OF BILLS

- 12.1 In the event of non-payment of bills to KGRNL, KGRNL shall take necessary measures (which includes but not limited to referring the issue of non-payment by the consumer to the NCC) to effect such payment or disconnect the consumer's equipment.
- 12.2 Necessary measures as referred to above shall be commensurate and not unduly discriminatory.

#### 13. INFORMATION TO CONSUMERS

- 13.1 KGRNL shall ensure that its complaints procedure is accessible in various media and formats or as directly specified by the NCC from time to time. Information on the complaints procedure shall include:
  - Consumers right to lodge complaints
  - Mode of lodging the complaints to the Host
  - Requisite documents required to lodge a valid complaint
  - Means to enquire on status of complaint
- 13.2 The procedure must be expressed in clear language and the Consumer must be able to identify how to lodge a complaint either physically or via dedicated online platforms.
- 13.3 Consumer complaints shall be duly recorded and processed in accordance with identified practices and procedures

#### 14. SPECIAL NEEDS

- 14.1 Adequate provisions shall be made by KGRNL to ensure that people with special needs are able to access the complaint handling process
- 14.2 KGRNL shall use its best endeavors to provide reasonable assistance to Consumer who may request assistance with lodging complaints.

#### 15. COMPLAINT PROCESS

- 15.1 Complaints shall be acknowledged by KGRNL verbally or in writing but preferably in the mode or manner requested by the Consumer complainant. Consumer shall forward complaints to the registered address of the Host, KGRNL as stated below:
  - No 3 Alhaji Adekunle Bisi street, Ogudu GRA. Lagos state, Nigeria.
- 15.2 Where possible, the Consumer shall be provided with an expected outcome or estimated timeframe within which the complaint shall be investigated and resolves. Notwithstanding the forgoing, complaints including those which require further recourse for lack of acceptable resolution, shall be acted upon within the set time frame as directed by the NCC from time to time or as provided in the annexed Quality of Service Regulations and this shall not exceed a period of three calendar months.
- 15.3 An identified escalation process shall be accessible to the Consumer where Consumer is dissatisfied with the outcome of a complaint resolution. Such escalation process shall involve further complaint examination by a suitable qualified authorized representative of the Host.
- 15.4 Consumers shall be duly informed where resolution via the escalation process has been exhausted and there are no further escalation processes.
- 15.5 Oral or non-written complaints shall be deemed acknowledged by KGRNL at the time such was communicated to KGRNL.

#### 16. CHARGES

16.1 KGRNL's Complaint handling processes shall be provided free of charge. However, any complain that requires the retrieval of records more than twelve (12) months shall attract charges which the Consumers must be informed and agreed to.

#### 17. FURTHER RECOURSE

- 17.1 In addition to the complaint process set up by KGRNL, the consumer reserves the right to escalate unsatisfactory resolved or unresolved disputes to the Nigerian Communication Commission (NCC).
- 17.2 KGRNL shall inform consumer after 60 days of non-resolution of the complaint to the satisfaction of consumer to proceed to refer the complaint to the NCC.

### 18. ACTION ON DISPUTED CHARGES

18.1 Where a Consumer has initiated a complaint through the laid down process and investigation is ongoing, KGRNL shall be estopped from taking any action with regard to credit management action or disconnection of installed equipment or related apparatus pending the resolution of the dispute

# 19. INTERNAL DATA COLLECTION AND ANALYSIS

19.1 KGRNL shall ensure availability of appropriate recording system for complaints and outcomes which shall comply with the requirements of the Commission's Quality of Service Regulations such that recurring issues are easily tracked for effective processing.

# 20. Changes to Complaint Handling Process

20.1 KGRNL shall ensure that Consumer is properly updated with any information regarding the changes in the Company's complaint handling process, If any.

## 21. Retention of Records

21.1 Information collated and recorded by Host in respect of the complaint handling procedure initiated by the Consumer shall be retained for at least twelve (12) months following resolution of Consumer complaint.

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