



**Wireless Access Providers'  
Association Code of Conduct for  
Vendor Members Only**

**Version 1**

**Adopted at Palm Beach (Online) on 18 February 2026**



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## Definitions

The following terms are defined:

“**Amplifier**” means a device for increasing the power of a radio signal. It does this by taking power from a power supply and controlling the output to match the input signal shape but with a larger amplitude;

“**Association**” means the Wireless Access Providers’ Association;

“**Authority**” means the Independent Communications Authority of South Africa (ICASA);

“**Complaint**” means a Complaint lodged under the Association’s Complaints and Disciplinary Procedure;

“**Cybercrime**” means any conduct on the Internet or connected with the Internet or Internet usages which constitutes a crime in terms of the South African criminal law, including any conduct punishable in terms of Chapter XIII of the ECT Act;

“**Data Subject**” means any natural or juristic person from or in respect of whom personal or business information has been requested, collected, collated, processed or stored;

“**ECA**” means the Electronic Communications Act, No. 36 of 2005;

“**ECT Act**” means the Electronic Communications and Transactions Act, No. 25 of 2002;

“**Enforcement Authority**” means any governmental department, body or person in the service of such department or body, who has the power or authority to officially investigate any illegal or unlawful conduct or to enforce any law, including the common law;

“**High Site**” is a telecommunication radio facility that serves users at diverse locations; “**IRB**” means Industry Representative Body;

“**Member**” means a vendor member of the Association;

“**Radio Apparatus**” is a device that has both a transmitter and a receiver which is combined and share common circuitry or a single housing;

“**Spam**” means unsolicited bulk email.

### 1. Introduction

1.1. The Association’s Code of Conduct sets out the minimum standards of service and behaviour applicable to Members.

1.2. Notwithstanding the generality of the above, certain clauses may be of limited or no application in circumstances where the nature of or services provided by the Member or a class of Members renders the limitation of the clause reasonable and justifiable taking into account all relevant factors.



## **2. Values underpinning the Code of Conduct**

- 2.1. Members will honour and respect legislation and regulation, and the spirit behind such legislation and regulation.
- 2.2. Members commit to working together and working with others who follow these values.
- 2.3. Members will go beyond the minimum requirements and strive for excellence, setting a high standard in all business practices.

## **3. Licensing**

- 3.1. Vendor Members shall hold, or ensure their authorised South African distributors hold, all licences, permits, and approvals required under the ECA and ICASA regulations to import, market, or supply Electronic Communications Equipment in South Africa.

## **4. Radio Apparatus**

- 4.1. Members shall only use Radio Apparatus which has been type-approved and such use shall be in accordance with the applicable type-approval regulations issued by the Authority.
- 4.2. All Radio Apparatus shall be labelled with type-approval stickers.

## **5. Equipment Vendors**

- 5.1. Members who manufacture, import or sell Radio Apparatus in South Africa must hold the appropriate dealer certification (where required) and ensure Type Approval and labelling compliance.
- 5.2. Vendors supplying into SA are responsible for ensuring equipment complies with ICASA regulations and that technical claims align with certified capabilities.
- 5.3. Vendors must enable transparency around warranty terms and firmware lifecycle

## 6. Professional Conduct

- 6.1. In their dealings with consumers, other businesses and each other, Members shall act professionally, fairly and reasonably.
- 6.2. Members shall be committed to lawful conduct at all times and compliance with all legal requirements and shall co-operate with Enforcement Authorities where there is a legal obligation to do so.
- 6.3. **Nothing in this Code shall** be construed or interpreted as providing any commercial advantage to one Member over another and Members are strictly prohibited from any bad faith attempt to use the provisions of the Code for the primary purpose of gaining such advantage.

## 7. Standard Terms of Agreement

- 7.1. Members shall, if relevant, have Standard Terms of Agreement, which can be accessed from their websites, containing all information and terms relevant to their relationship with the recipient of their services. Such Standard Terms shall be made available to any potential recipient of the service prior to the commencement of any service agreement.
- 7.2. The Standard Terms of Agreement shall contain:
  - 7.2.1. A commitment that the recipient of the service shall not knowingly create, store or disseminate any illegal content or intentionally conduct itself in an illegal manner in its usage of the Member's services;
  - 7.2.2. An undertaking that no material that infringes copyright will knowingly be created, displayed, published or copied by the recipient of the service;
  - 7.2.3. An undertaking that the intellectual property rights of third parties will not knowingly be infringed.
  - 7.2.4. An undertaking that they will not send nor promote the sending of Spam.



- 7.3. The Standards Terms shall contain a right on the part of the Member to suspend or terminate the services of any recipient of the service that does not comply with these or any related contractual obligations.

## **8. Service levels**

- 8.1. Members may only offer or promise service levels which are reasonably feasible having regard to industry-accepted standards, know-how, the area in which services are to be delivered and other practical restraints.

## **9. Content control**

- 9.1. There is no general obligation on any Member to monitor the content of the recipients of its service, except as provided for in South African law, but a Member is obliged to take action where it becomes aware of any illegal or unlawful content or conduct.
- 9.2. A Member shall not knowingly host or provide links to content that is illegal or unlawful, except when required to do so by law, or engage in conduct that is illegal or unlawful.
- 9.3. Where a Member becomes aware of illegal conduct or content it shall suspend or terminate the recipient of the service's service and report the conduct or content to the relevant Enforcement Authority.

## **10. Consumer protection**

- 10.1. Members are committed to honest and fair dealings.
- 10.2. Members shall comply with all applicable compulsory advertising standards and regulations.
- 10.3. Members commit to ethical consumer practices and, without limiting the generality of the foregoing, to
  - 10.3.1. provide transparency in respect of their service offerings; including
    - 10.3.1.1. ownership of equipment;
    - 10.3.1.2. embedded leasing and financing of equipment;
    - 10.3.1.3. policy on hardware returns and cancellation procedures;
    - 10.3.1.4. policy on hardware warranties;
  - 10.3.2. provide an efficient mechanism for the resolution of Complaints.



## **11. Privacy and confidentiality protection**

- 11.1. Members shall respect the constitutional right of internet users to personal privacy and privacy of communications.
- 11.2. Members shall not deal in or with personal information of Data Subjects other than for their own needs or with the prior written consent of the Data Subject.
- 11.3. Members shall respect the confidentiality of electronic mail and messaging.
- 11.4. Members shall only disclose confidential information if obliged to do so in terms of law or with the prior written consent of the Data Subject.
- 11.5. Nothing in this Code of Conduct shall be construed or interpreted as requiring any Member to provide information which is, in fact, confidential or commercially sensitive without such Member receiving written undertakings in respect of the protection of such information.

## **12. Copyright and Intellectual Property Protection**

- 12.1. Members shall respect the intellectual property rights of the recipients of its services and third parties and shall not knowingly infringe such rights.

## **13. Spam protection**

- 13.1. Members shall not send or promote the sending of Spam.

## **14. Cybercrime**

- 14.1. Members will take all reasonable measures to prevent unauthorised access to, interception of, or interference with data on its network and under its control.

## **15. Complaints & Disciplinary Procedure**

- 15.1. The Association has established a Complaints and Disciplinary Procedure that can be used by Members, recipients of the Members' services and third parties, and Members agree to be bound by and interact with such procedure.
- 15.2. A copy of the Association's Complaints and Disciplinary Procedure is also published at [www.wapa.org.za](http://www.wapa.org.za).
- 15.3. Members shall be committed to receive and investigate Complaints unless such Complaints are frivolous, unreasonable, vexatious or in bad faith.
- 15.4. Members shall make all reasonable efforts to resolve Complaints in accordance with their own complaints procedure. If the Complaint cannot be resolved within the time specified in the Member's complaints procedure, the Complaint may be referred to the Association for a decision.
- 15.5. The Member's complaints procedure shall contain an acceptable turn-around period for dealing with a Complaint.
- 15.6. Members shall adhere to the Code of Conduct, the Complaints and Disciplinary Procedure and the decisions of the Association.
- 15.7. The Member's complaints procedure shall allow for direct referral of a Complaint to the Association in the event of a Member's transgression of or non-compliance with this Code of Conduct.
- 15.8. The Association may refer any Complaint received to the Member in question for resolution.
- 15.9. The Association shall retain records of all disciplinary proceedings for a period of 3 years.

## **16. Monitoring of Compliance**

- 16.1. The Association has the right to investigate the conduct and compliance with the Code of Conduct by its Members on its own initiative and to institute disciplinary proceedings if appropriate.



## **17. Informational requirements**

17.1. Members shall provide full identifying details on their websites, including but not limited to their registered name, electronic contact details, physical address and telephone and fax details.

## **18. Review and amendment of this Code of Conduct**

18.1. The Association shall be entitled to review this Code of Conduct from time to time and to amend it where necessary, subject to reporting such amendment to the Minister where the Association is registered as an IRB.

18.2. Amendments duly made shall be binding on all Members.

