

# PROMOTION OF ACCESS TO INFORMATION ACT MANUAL

Prepared in accordance with Section 51 of the Promotion of Access to Information Act, 2000 for Fibertime Group (Pty) Ltd t/a fibertime™ (registration number 2020/189111/07) and its subsidiaries, Fibertime Networks (Pty) Ltd (registration number 2021/997793/07) and Vula Coin (Pty) Ltd (registration number: 2021/839876/07) collectively "**the Group**".



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## **1. APPLICABILITY AND AVAILABILITY OF THIS MANUAL (“Manual”)**

- 1.1. The Promotion of Access to Information Act 2 of 2000 (“**the Act**”) gives effect to the constitutional right of access to any information in records held by public or private bodies that is required for the exercise or protection of any rights.
- 1.2. The Act sets out the procedural requirements attached to requests for information, the requirements which requests must meet as well as the grounds for refusing requests.
- 1.3. The Act also recognises that the right to access information must be balanced with other rights and should be subject to limitations including, but not limited to, limitations aimed at the reasonable protection of privacy and commercial confidentiality.
- 1.4. This Manual informs requesters of procedural and other requirements which a request for information must meet, and further, this Manual in its entirety is available for inspection, free of charge, at the Group’s offices and website (see details below).

## **2. THE GROUP’S CONTACT DETAILS & PAIA HEAD**

*PAIA Head:*

Keagan Stokoe

*Physical Address:*

8 Bird Street, Stellenbosch, Western Cape, South Africa, 7600

*Telephone number:* 0836423300

*Postal Address:*

8 Bird Street, Stellenbosch, Western Cape, South Africa, 7600

*Website:*

<http://www.fibertime.com>

*E-mail Address of PAIA Head:*

[keagan@fibertime.com](mailto:keagan@fibertime.com)

### **3. SOUTH AFRICAN HUMAN RIGHTS COMMISSION GUIDE**

The South African Human Rights Commission ("SAHRC") is required, as directed by the Act, to compile a guide containing information that may reasonably be required by a person who wishes to exercise any right contemplated in the Act. The guide can be obtained from the SAHRC. In this regard, enquiries should be directed to:

#### **The South African Human Rights Commission:**

*Telephone Number:* (011) 484 8300

*Fax Number:*

(011) 484 7149

*Website:*

<http://www.sahrc.org.za>

### **4. SECTION 52 NOTICE: VOLUNTARY DISCLOSURE AND AUTOMATIC AVAILABILITY OF CERTAIN RECORDS**

This section is not applicable, as there has been no voluntary disclosure.

### **5. THE GROUP'S RECORDS**

5.1. Information is available in terms of the following legislation to the persons or entities specified in such legislation:

- Companies Act, 71 of 2008;
- Income Tax Act, 58 of 1962;
- Value Added Tax, Act 89 of 1991;
- Labour Relations Act, 66 of 1995;
- Basic Conditions of Employment Act, 75 of 1997;
- Employment Equity Act, 55 of 1998;
- Skills Development Levies Act, 9 of 1999;
- Unemployment Insurance Act, 30 of 1966;
- Compensation of Occupational Injuries and Diseases Act, 130 of 1993;
- Occupational Health & Safety Act, 85 of 1993;
- Electronic Communications and Transactions Act, 25 of 2002; and
- Telecommunications Act, 103 of 1996.

5.2. Access to the documents as set out below may be subject to the grounds of refusal, which grounds of refusal are set out in clause 6 below:

5.3. *Customer Records*

"**Customer**" in the Manual refers to a natural person or juristic entity that receives services from any member of the Group. Customer records include the following:

5.3.1. Any such records which may pertain to products sold and/or services rendered by a member of the Group including:

5.3.1.1. records provided by a third party and which are in the possession of a member of the Group;

5.3.1.2. records provided by a customer to a third party whilst acting for or on behalf of a member of the Group;

5.3.1.3. records generated by or within a member of the Group relating to its customers.

5.4. *Supplier Records*

"**Supplier**" in the Manual refers to a natural person or juristic entity that provides services or goods to a member of the Group. Supplier records include the following:

5.4.1. Any such records which may pertain to products bought and/or services received by a member of the Group including:

5.4.1.1. records provided by a third party and which are in the possession of a member of the Group;

5.4.1.2. records provided by a supplier to a third party whilst acting for or on behalf of a member of the Group;

5.4.1.3. records generated by or within a member of the Group relating to its suppliers.

5.5. *Personnel Records*

"**Personnel**" in the Manual refers to any person who works for or provides any service to or on behalf of a member of the Group and who receives or is entitled to

receive remuneration therefrom. Personnel further refers to any other such person who assists in carrying out or conducting the business of a member the Group, and which includes but is not limited to directors, whether executive or non-executive, all permanent, temporary and part-time staff as well as contract workers. Personnel records include inter alia the following:

- 5.5.1. personal records which are provided by the personnel themselves and/or by any other third party;
- 5.5.2. internal evaluation records as well as other internal records;
- 5.5.3. conditions of the Personnel's employment and other personnel-related contractual and legal records;
- 5.5.4. correspondence relating to personnel; and
- 5.5.5. such training schedules, courses and material as have been provided from time to time.

5.6. *Private Body Records*

**"Private Body"** in this Manual refers to each member of the Group, and these are records which include, but are not limited to, records pertaining to the affairs of the relevant member of the Group, and which include:

- 5.6.1. operational records;
- 5.6.2. databases;
- 5.6.3. financial records;
- 5.6.4. information technology systems and documents;
- 5.6.5. internal correspondence;
- 5.6.6. marketing records;
- 5.6.7. product and/or service records;
- 5.6.8. statutory records;
- 5.6.9. internal policies and procedures.

5.7. Records held by third parties as well as those which pertain to third parties

- 5.7.1. Personnel, customer or private body records which are in the possession of another party on the behalf of a member of the Group;

- 5.7.2. Records held by a member of the Group pertaining to other parties, including without limitation, correspondence, financial records, product and service records, contract records, and records which relate to such member of the Group's suppliers, contractors and/or service providers.

## **6. GROUNDS FOR THE REFUSAL OF ACCESS TO RECORDS**

- 6.1. A request for information may be refused on, *inter alia*, the basis of any of the following, as provided for in terms of Chapter 4 of the Act:
- 6.2. The mandatory protection of the privacy of a third party who is a natural person, to avoid the unreasonable disclosure of personal information which concerns such natural person, irrespective of whether such person is alive or deceased at the time of such request.
- 6.3. The mandatory protection of the commercial information of a third party, if the record contains:
- 6.3.1. trade secrets pertaining to a third party;
  - 6.3.2. financial, commercial, scientific or technical information, other than trade secrets, of a third party, the disclosure of which would or could be likely to cause harm to the commercial or financial interests of that third party; or
  - 6.3.3. information supplied in confidence by a third party, the disclosure of which could reasonably be expected to put that third party at a disadvantage in contractual or other negotiations, or to prejudice that third party in commercial competition.
- 6.4. The mandatory protection of confidential information of third parties if disclosure would constitute an action for breach of a duty of confidence owed to that third party in terms of an agreement.
- 6.5. The mandatory protection of the safety of individuals, and the protection of property.

- 6.6. The mandatory protection of records which would be privileged from disclosure in legal proceedings.
- 6.7. The protection of each member of the Group's commercial activities which shall include but not be limited to records which contain:
- 6.7.1. each member of the Group's trade secrets;
  - 6.7.2. financial, commercial, customer, scientific or technical information, which, if disclosed could or would be likely to cause harm to a member of the Group's commercial or financial interests;
  - 6.7.3. information, the disclosure of which could reasonably be expected:
    - 6.7.3.1. to put a member of the Group at a disadvantage in contractual or other negotiations; or
    - 6.7.3.2. to prejudice a member of the Group in commercial competition;
  - 6.7.4. computer programs owned by a member of the Group and defined as such in terms of the Copyright Act, No 98 of 1978.
- 6.8. The mandatory protection of research information of a member of the Group or a third party, if disclosure would expose the identity of such member of the Group or the third party, the researcher or the subject matter of the research to serious disadvantage.
- 6.9. Requests for information that are, in such member of the Group's reasonable opinion, manifestly frivolous or vexatious or which involve a substantial and unreasonable diversion of resources.

## **7. REQUEST PROCEDURE**

- 7.1. A requester requiring access to information held by a member of the Group is to make such a request in the prescribed form and submit the request, together with the prescribed fee and deposit, if applicable, to the Group's PAIA Head at the postal or physical address as set out in clause 2 above.



- 7.2. The prescribed form, which is available on request from the PAIA Head, and which must be completed with enough particularity to enable the relevant member of the Group to identify:
  - 7.2.1. the record/s requested;
  - 7.2.2. the identity of the requester;
  - 7.2.3. the form of access required, if the request is granted;
  - 7.2.4. the postal address, fax number or email address of the requester.
  
- 7.3. The requester must:
  - 7.3.1. state that the record is required in order to exercise or protect a right; and
  - 7.3.2. provide details of the nature of the right to be exercised or protected.
  
- 7.4. Subject to each member of the Group's rights which pertain any extension as set out in the Act relating to extensions in terms of the Act, it will process the request within 30 (thirty) days of receipt of a request unless the requester has submitted special reasons to the relevant member of the Group, which such relevant member of the Group's reasonable satisfaction, support that the above time periods be dispensed with.
  
- 7.5. The relevant member of the Group will give the requestor written notice of its decision as to whether the request is granted, which written notice shall include the reasons for denying such request, should such request be declined.
  
- 7.6. The said 30 (thirty) day period may be extended for a further period not exceeding 30 (thirty) days if the request is for a large number of records, or the request requires a search for information which cannot reasonably be obtained within the original 30 (thirty) day period. The PAIA Head will notify the requester in writing should an extension be sought.
  
- 7.7. If a request is made on behalf of another person, such requester must submit, to the reasonable satisfaction of the relevant member of the Group, proof of the capacity in which the requester is making the request.
  
- 7.8. If an individual is unable to submit a request in the prescribed form on account of illiteracy or disability, such a person is entitled to make the request orally.

- 7.9. The requester is required to pay the prescribed fee, and deposit where applicable, before the request will be considered.

## **8. ACCESS TO RECORDS**

- 8.1. In terms of the Act, a requestor will only be given access to a record held by a member of the Group if:
- 8.1.1. the record is required for the exercise or protection of a right;
  - 8.1.2. the requestor has complied with all procedural requirements, set out herein and in terms of the Act, relating to a request for access to a particular record including making the request in the prescribed format; and
  - 8.1.3. access to that record is not refused on a ground for refusal as provided for in terms of the Act.

## **9. REMEDIES AVAILABLE SHOULD THE GROUP REFUSE A REQUEST**

### *9.1. Internal Remedies*

The Group does not have any internal remedies.

### *9.2. External Remedies*

A requester or a third party, who is dissatisfied with the decision of a member of the Group (initially or on appeal) in relation to a request for access to a record may, within 30 (thirty) days of such decision apply to the High Court, or any other Court having jurisdiction, for relief.

## **10. FEES**

- 10.1. When a request is received by a member of the Group it will require the requester, on notice, other than a personal request made in respect of a person's own personal records, to pay the prescribed request fee (if any), before further processing the request.

- 10.2. If the search for the record has been made and the preparation of the record for disclosure would require more time than that prescribed for this purpose, the PAIA Head will notify the requester to pay, as a deposit, the prescribed portion of the access fee which would then be payable if the request is granted.
- 10.3. A member of the Group will withhold a record until the requester has paid the prescribed fees together with the deposit, where applicable.
- 10.4. A requester whose request for access to a record has been granted, must pay an access fee for reproduction as well as for the search and preparation thereof, and for the time reasonably required in excess of the prescribed hours to search for and prepare the record for disclosure.
- 10.5. If a deposit has been paid in respect of a request which is refused, then the relevant member of the Group shall repay the deposit to the requester.