



**UGANDA
COMMUNICATIONS
COMMISSION**



**QUALITY OF SERVICE
STANDARD FOR POSTAL
SERVICES**

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1 INTRODUCTION

Sections 5 of the Uganda Communications Act (2013) requires Uganda Communications Commission (UCC) to:

- (i) “set national standards and ensure compliance with national and international standards and obligations laid down by international communication agreements and treaties to which Uganda is a party”

- (k) “promote and safeguard the interests of customers and licensees as regards the quality of communications services and equipment” respectively.

This Quality of Service (QoS) standard specifies provisions put in place by UCC to ensure the integrity and reliability of the postal services in Uganda.

2 INTERPRETATIONS

“Customer” means any person who enters into an agreement for the provision of service with a licensee.

“Delay” means failure to deliver a postal item within the agreed time.

“Delivery” means the act of taking the postal article from the facilities of the licensee to the customer.

“Disposal” means the action or process of getting rid of a postal item.

“Liability” means the burden extended on the party for non-performance or failure to perform his or her duties according to the terms of the contract.

“Licensee” in the context of this standard means any person or entity authorized by UCC to provide postal services, including courier companies.

“Live Mail” means mail in postal custody that is being processed, transported or delivered.

“Loss” means financial or material setback suffered by a party due to another party’s wrongful acts or omissions in the Contract.

“Master Service Agreement” means a contract between two parties in which both parties agree to most of the terms that will govern future transactions or future agreements.

“Postal item” means an addressed article weighing up to thirty (30) kilogrammes which is deposited to the licensee in the final form in which it shall be transported by the postal services provider. Examples include letters, postcards, printed material (newspaper, magazine book, pamphlet, document, etc.) and packages (sample packet, small packet, parcel, merchandise).

“Postal service” means conveyance of postal articles in consideration of a payment made by or on behalf of the person for or to whom it is conveyed. This includes the acceptance, collection, clearance, sorting, transportation, delivery and other related ancillary functions of conveying an article.

“Prohibited Item” means any good or material the carriage of which is prohibited by any law, rule and or regulation a country from or to which the postal item (s) are being delivered.

“Proof of Delivery” means evidence that an addressee received the items sent by the sender.

“Quality of Service (QoS)” is perceived as the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs; it is a measure of performance in the mail delivery supply chain.

“Test mail” means a postal item sent through the Postal network to check whether delivery is made within the scheduled time/standards

3 DURATION OF THE STANDARD

This standard shall be valid for a period of three years effective the date of adoption by UCC. UCC shall periodically review the standard to ensure relevance and effectiveness.

UCC may amend or vary this standard at any time during the period. The standards shall be reviewed taking into account global industry best practice, licensee views and customer demands.

4 OBJECTIVES OF STANDARD

This standard seeks to establish an environment that shall ensure quality postal services in Uganda by: -

- a) Defining service standards to which licensees must adhere to ensure that they maintain an acceptable standard of service.
- b) Defining the requirements for collection and processing of data regarding the licensee's performance and associated reporting.
- c) Outlining the mechanisms to be utilised by UCC in ensuring that licensees adhere to the prescribed QoS standards.

5 APPLICABLE LEGISLATION AND REGULATIONS

The implementation of this standard shall be subject to the provisions of:

- a) The Uganda Communications Act, 2013
- b) The Communications (Postal Service) Regulations, 2005
- c) UCC Guidelines on Liability & Claims Procedures in Post & Courier Markets, 2016
- d) UCC Guidelines on Security in Post & Courier Operations, 2016

6 SCOPE OF STANDARD

This standard stipulates the requirements in respect of the technical and customer service aspects of QoS as listed below;

- a) Key performance indicators,
- b) Targets, measurement procedure and compliance mechanism for each performance indicator including method and tools for evaluation,
- c) Responsibilities of stakeholders,
- d) Reporting by licensees,
- e) Publication of QoS results,
- f) Liabilities, claims and security QoS requirements,
- g) Complaints handling,
- h) Enforcement and remedial measures.

7 APPLICABILITY OF THE STANDARD

The provisions of this standard apply to all postal services in Uganda. This shall include the clearance, sorting, transportation and distribution of postal items done at a fee.

8 MEASUREMENT OF QUALITY OF SERVICE

The methodologies to be used by UCC for measurement of performance against the Quality of Service parameters are specified in Annex 1.

UCC shall use the following data acquisition methods in the evaluation of performance of the licensee against the QoS Standard:

- a) “live” mail,
- b) “test” mail,
- c) Customer surveys,
- d) Customer service and other operations information

UCC reserves the right to carry out audits using its own personnel or to employ the services of a third party to validate the QoS information provided by the Licensees.

The Licensee shall fully cooperate with and provide all assistance to such inspectors. The licensee shall comply with all UCC requests for information and all UCC verification and audit activities.

9 LIABILITY, CLAIMS AND SECURITY QOS REQUIREMENTS

9.1 Customer service

Licensees shall file with UCC a Master Service Agreement or a customer service charter detailing commitments related to privacy, liability and security commitments to customers.

Every licensee shall:

- i. Develop and publish delivery timelines and attendant cut off times.
- ii. Publish a list of working days, clearly specifying the non-operational days in the week.
- iii. Establish and publish Complaint resolution procedures.

9.2 Liability

Licensees shall be required to maintain a claims handling policy for loss, damage or delay of delivery of postal articles that is in line with the UCC

Guidelines on Liability & Claims Procedures in Post & Courier Markets. The policy shall spell out rights and responsibilities of all the parties (customers and postal licensee) in any given transaction.

9.3 Security

Licensees shall establish policies and systems to secure operational premises, eliminating prohibited items and contraband, as well as the integrity of postal articles in transit and in their custody.

9.4 Disclosure

A licensee or any party who in the course of providing postal services has acquired knowledge or access to any of the following may not, without legal authorisation, reveal or use such information:

- i. information relating to postal items conveyed within the operation,
- ii. information concerning the customer including the individual's address, telephone number and workplace,

A licensee, upon legal request, shall provide information concerning suspicion of the commission of an offence to a prosecution authority, police authority or some other authority that is bound to intervene against the offence.

9.5 Undeliverable postal articles

- i. Letters or other postal articles that cannot be delivered due to unclear or incorrect address or postcode may be opened by a licensee. Where the letter or article is capable of being delivered based on information in the letter or article; the licensee shall deliver the letter or article accordingly.
- ii. Where a letter or postal article opened under sub-paragraph (i), is undeliverable, but contains the address of a sender, the licensee shall notify the sender.
- iii. Every postal article that has been opened and remains undeliverable may be kept and disposed off by the licensee as required by law or in a manner approved by UCC.
- iv. Undeliverable items shall be kept for not less than 3 months except where they are perishable.

- v. A licensee shall on a quarterly basis furnish UCC with a list of items it has disposed of (in the case of perishable items) or intends to dispose at the end of that quarter.
- vi. Where a letter or postal article is opened as provided by the applicable legislation, the licensee shall affix a mark on the letter or postal article indicating the:
 - a) Date and time of opening;
 - b) Period it has remained undelivered;
 - c) Contents; and
 - d) Manner the licensee decides to deal with the undelivered article.
- vii. Where a letter or postal article is returned to the sender because of being undeliverable as addressed and the sender refuses to take delivery, the letter or postal article shall be dealt with as provided under subparagraph 9.5(iii) clauses.
- viii. Where a licensee is satisfied that the addressee of a postal article is dead, it may;
 - a) retain the postal article and on production of the will or letters of administration to the estate of the addressee together with the written application of one or more of the executors or administrators, deliver or release the article in accordance with such request; or
 - b) treat the postal article in accordance with the provisions of this standard on undeliverable postal articles.

10 RESPONSIBILITIES OF UCC AND LICENSEES UNDER THIS STANDARD

10.1 Responsibilities of UCC

UCC shall:

- a) Set the QoS standards, specifying the QoS parameters against which performance shall be evaluated and the associated target levels. UCC may amend these parameters or the targets from time to time to accommodate developments in the sector
- b) Specify the approach to be used in measuring performance against each QoS parameter
- c) Conduct measurements against some or all the QoS parameters
- d) Audit the QoS reports submitted by Licensees
- e) Publish QoS information to the public

- f) Apply the appropriate sanctions where a licensee fails to meet the targets or to comply with the reporting requirements specified under this QoS standard.

10.2 Responsibilities of the licensees

The licensed service provider shall take full responsibility for the QoS offered and achieved in respect to the entire delivery chain for their licensed postal services.

Every licensee shall:

- a) meet or exceed levels of performance specified in the QoS standards set by UCC.
- b) establish and administer measurement systems to collect, process data regarding its performance in the application of the QoS specifications set in Annex I.
- c) comply with the reporting requirements set by UCC on the QoS performance of the licensee.
- d) cooperate with all requests by UCC for information as well as inspection and audit activities.
- e) Submit information to UCC that is correct and factual.
- f) publish, on its website, media, QoS information approved by UCC in a manner specified by UCC.

11 COMPLIANCE OF LICENSEES TO SET STANDARDS

UCC shall continuously engage the licensees on the scope of the parameters, the set targets, the repercussions of not meeting the targets and remedial measures for poor performance.

12 REPORTING OF LICENSEES

Every licensee shall submit to UCC Quarterly reports on its QoS performance using only the standard reporting templates provided by UCC for this purpose. These shall in all cases be accompanied with a declaration letter signed by a duly authorised officer of the licensee, stating that the report is true and accurate in all aspects.

The licensee shall:

- a) make timely notification to UCC of circumstances that might affect achievement of established delivery standards.
- b) include in their quarterly operational reports incidents of delayed delivery.

- c) comply with any additional information requests or reporting requirements made by UCC on its QoS.
- d) keep the original data files pertaining to complaints received for reference.

13 PUBLICATION OF QOS RESULTS

UCC shall publish the QoS results of licensees for the public through appropriate media and/or in any form or manner as deemed appropriate by UCC.

The QoS results shall be published after discussions with the licensees.

14 COMPLAINTS HANDLING

Customers who are dissatisfied with services rendered to them by any of the service providers have a right to seek redress through UCC. The complaints include but are not limited to delayed delivery, lost items, poor services delivery etc.

A complaint to UCC can be in writing, by phone, email, fax or by personal visit. The details of the complaints handling procedure is provided in this link;

<http://www.ucc.co.ug/data/smenu/64/Complaint-Handling-Procedure.html>

15 ENFORCEMENT AND REMEDIAL MEASURES

The following shall constitute breach under this standard:

- a) failure to comply with the standards and requirements specified in this standard
- b) failure to file documents or information; keep records or submit reports to UCC as required under this standard
- c) submission or publication of false or misleading information
- d) obstructing, preventing or interfering with any inspection, investigation or enforcement action carried out or authorized by UCC under any law or this standard
- e) committing any act or omission whose effect would be to defeat the purposes of this standard.

Where a licensee has failed to meet the specified target values of a QoS parameter, UCC shall request from the Licensee a detailed explanation. A detailed action plan to improve performance shall be required from the Licensee.

In case of repeated breach or failure to address the QoS performance shortfall, UCC shall sanction the Licensee including but not limited to penalties.

Annex 1: QUALITY OF SERVICE STANDARD FOR POSTAL SERVICES

Customer service parameters

Parameter: Service Accessibility				
Definition: Presence of pick and drop off points set out by a licensee or an appointed agent.	Purpose: This parameter indicates coverage and type of postal service available to customers across the country.	Measure: Number of operational service outlets as submitted by each licensee.	Formula: $\frac{\text{Offices operational}}{\text{No. of offices inspected}} \times 100$	Target: 95%
Frequency of monitoring: Quarterly	Method: Physical inspection by the regulator	Scope: National	Reporting: quarterly	Applicability: All licensees

Parameter: Licensee Disclosure				
Definition: Information displayed at each operational outlet to support a customer's purchase decision.	Purpose: This parameter contributes to empowering customers through availing adequate information.	Measure: Availability of information at licensee outlet	Formula: $\frac{\text{Number of offices with full information}}{\text{No. of offices inspected}} \times 100$	Target: 95%
Frequency of monitoring: Quarterly	Method: Physical inspection by the regulator.	Scope: National	Reporting: quarterly	Information required: -Tariffs -Operational Hours -Terms and conditions of carriage -Liability policy

				-Delivery timelines -Prohibited goods -Contact information
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Technical parameters

Parameter: Speed and Reliability				
Definition: The time it takes to deliver a postal against what is promised by the service provider.	Purpose: To ensure that licensees delivery as promised to the customer.	Measure: Average transmission time (in days) taken between posting and delivery of test items.	Formula: Average transmission time = $\sum(\text{Day} \times \text{No. of items delivered}) / \text{total items}$	Target: 85% of all test items delivered within 48 hours as specified by the regulator.
Frequency of monitoring: Quarterly	Method: Mail tests  mail testing.docx	Scope: National	Reporting: quarterly	

Parameter: Complaints Resolution				
Definition: A documented process on how customers' complaints on loss, damage or delay of a postal article while in conveyance.	Purpose: Ensuring due responsibility is taken in cases of loss, damage or delay of items in transit.	Measure: % of recorded complaints resolved.	Formula: Cases resolved/total cases recorded.	Target: 100% of all complaints resolved.
Frequency of monitoring: Quarterly	Method: Physical inspection by the regulator and Complaints register.	Scope: National	Reporting: quarterly	Verification: Follow-up calls with customers.

