



Sure (Guernsey) Limited (“Sure”) is submitting the comments below in response to the GCRA’s Notice of a Proposed Decision to grant a telecommunications Licence to Starlink Internet Services Limited (“Starlink”). This was published on 8 June, with a closing date for comments of 15th June¹. We are happy for these comments to be published in their entirety.

Licensed Satellite Telecommunications Services/Networks

As a general observation, we note that the Licence the GCRA is proposing to issue to Starlink is very much the same format as other Licences currently in issue. Whilst on the face of it this may seem to be the sensible way forward, we are finding it very difficult to ascertain exactly what Conditions of the Licence will apply to Starlink.

The first (signature) page of the Licence states that it is issuing Starlink with a Licence to establish, operate and maintain the Licensed Telecommunications Network and provide the Licensed Telecommunications Services. The definitions of these terms, as they apply to Starlink, require that the Licence must include a further Part VI of the Licence that covers the provision of Licensed Satellite Telecommunications Networks and Licensed Satellite Telecommunications Services, which it does.

However, in looking at Part VI of the Licence, we note that Condition 34.2 says that Conditions within the other parts of this Licence are equally applicable to the establishment, operation and maintenance of the Licensed Satellite Telecommunications Network and Services, except when in conflict with Part VI or “..where clearly incapable of such application”. [emphasis added] However, it is certainly not clear to Sure what Licence Conditions contained in Parts I to V of the Licence will or will not apply to Starlink.

Consumer Protection

Can we also safely assume that the Consumer Protection Measures contained in Condition 17 will apply, including for example, the need for Starlink to safeguard the privacy and confidentiality of all Messages transmitted over its satellite network? Similarly, will Starlink be required to publish a statement setting out the minimum service levels for Users and Subscribers for each category of Licensed Satellite Telecommunications Services, in the same way that providers of Licensed Telecommunications Services are?

More generally, there seems to be a dearth of information available to prospective Starlink customers in the jurisdictions we have seen them advertising their services so far. For example, in Jersey, their website offers little information about the services that customers will actually be provided with in exchange for prices for hardware of £464, shipping and handling costs of £45 and £65 per month for the service. We note the Jersey website (Terms and Conditions, Service Description section) refers only to expected download and upload speeds. It is important that they should be held to same service description requirements, etc., as “traditional” Licensees.

¹ This date is shown on the Notice itself, although we note that on the Publication page on the GCRA website it is incorrectly shown with a closing date of 14th June 2022.

Public Emergency Call Services

Probably more importantly, will Starlink be subject to any provisions relating to the provision of Public Emergency Call Services? As currently drafted, Condition 13, would require Starlink to provide a Public Emergency Call Service *only* where it provides a communications service over Copper Lines or via FTTP Voice.

The GCRA has suggested that Starlink will only be providing 'high-speed, low latency satellite internet services' and as such this Condition won't apply. In our view, however, it is entirely conceivable that Starlink's Licensed Satellite Telecommunications Network could be used to provide voice over IP ("VoIP") calling services to residential customers, which could, in turn, be required for contacting the emergency services. Should Starlink seek to provide such a service, we believe that the proposed licence must include an obligation which requires Starlink to provide a Public Emergency Call Service over its Licensed Satellite Telecommunications Services and Network. If this requirement is not imposed on Starlink then customers need to be made fully aware of the fact that they may not be able to contact emergency services if they only relied on Starlink for their telecommunication needs.

Similarly, we note that providers of FTTP Voice services are also required to comply with various 'Guidelines' (footnote: [t1557g-all-fixed-telco-licensees-ftp-emergency-calls-licence-modification-final-decision.pdf \(gcra.gg\)](https://www.gcra.gg/t1557g-all-fixed-telco-licensees-ftp-emergency-calls-licence-modification-final-decision.pdf)) that are designed to ensure the provision of Public Emergency Call Services during power outages. Will these 'Guidelines' also apply to Starlink? Has the GCRA considered whether the provision of VoIP over a Licensed Satellite Telecommunications Network is subject to other vulnerabilities or lack of resilience that may impact the ability to utilise Public Emergency Call Services? For example, our copper and fibre networks (access and core) have been designed and built in order to ensure resilience for voice calls to emergency services, with calls to emergency services prioritised both in the access network and core network. Will similar resilience and reliability be ensured on Starlink's network?

Exclusivity Periods

A minor point, but why has the GCRA not deleted the references to exclusivity periods within Starlink's Licence (Condition 2.2) in Starlink's licence? This refers to an exclusivity period that was originally granted to Cable and Wireless Guernsey and which expired almost 20 years ago in November 2002.

Matters of Interest to the Bailiwick

It is important that Starlink is left without any doubt that it will be subject to Condition 10 of the Licence, which includes requirements to ensure that Network and Services are not used for the commission of any offence against the laws of the Bailiwick.

Further, whilst in common with all Licences currently in force, the proposed Licence does not explicitly reference any forthcoming requirements under the Telecom Security Requirements, we would expect that Starlink will also be subject to these requirements as and when they are introduced to the Bailiwick, such that the overall security of the Bailiwick of Guernsey would not be compromised.

Public interest Considerations

Will Condition 2.10 apply, whereby Starlink will be required to ensure that the establishment, maintenance and operation of its Network and provision of its Services are conducted from the Bailiwick?

This also seems important from a public interest point of view as it is not clear if Starlink will be offering local employment opportunities, paying local taxes, etc. This is also an important consideration when the States of Guernsey and Sure have recently co-invested in the rollout of a ubiquitous fibre network infrastructure for the Bailiwick of Guernsey, which will be required to meet much more stringent requirements than seem to be being placed on Starlink.

That is, what value will Starlink, as an Over the Top operator, be providing to the local economy and will they have a vested interest in ensuring their network will be sufficiently resilient or robust to consistently deliver what is expected of Critical National Infrastructure (“CNI”) in Guernsey? There needs to be clear and robust regulatory requirements placed on Starlink to make sure that they are able to meet the standards that are expected of current Licensees. It is difficult for us to see how this will be the case when there is both a lack of clarity over the Licence Conditions that will apply and it seems as if the Starlink operation will continue to be run from outside the Bailiwick.

Submitted by Sure (Guernsey) Limited
15th June 2022