



## **Telecommunications Licence Modernisation**

**T1687G**

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### **Final Decision - Licence Modification**

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Date: 25 April 2025

Guernsey Competition and Regulatory Authority  
Suite 4, 1<sup>st</sup> Floor,  
La Plaiderie Chambers, La Plaiderie, St Peter Port,  
Guernsey, GY1 1WG  
T: +44 (0) 1481 711120  
E: [info@gcra.gg](mailto:info@gcra.gg)

## Contents

1. Summary .....	3
2. Structure of this document.....	3
3. Legal background .....	4
4. Analysis .....	4
5. Decision.....	5
Annex A .....	6
Annex B .....	19

# 1. Summary

- 1.1 On 11 February 2025, the Guernsey Competition and Regulatory Authority (**GCRA**) issued a Proposed Licence Modification Decision (**Proposed Decision**). The Proposed Decision is attached to this document as Annex B.
- 1.2 The Proposed Decision set out the modifications that the GCRA proposed to make and the reasons for proposing to make those modifications, as required by s.8(2) (a), (b) of the Telecommunications (Bailiwick of Guernsey) Law, 2001 (**Telecoms Law**).
- 1.3 The Proposed Decision sought stakeholder views on proposed modifications to telecommunications licences, which would:
  - a. Modify the mobile telecommunications licences of JT and of Sure to make each licence technology neutral to the extent that is reasonable and appropriate.
  - b. Modify the Price Regulated Services clause (as described in the Proposed Decision).
  - c. Make minor changes to the licences of each telecommunications operator (as described in the Proposed Decision).
- 1.4 In accordance with s.8(2) of the Telecoms Law, the Proposed Decision invited interested parties to submit comments to the GCRA before 5pm on Tuesday 4 March 2025. The GCRA received no responses to its Proposed Decision.
- 1.5 The GCRA is therefore issuing a Final Decision to effect those amendments.

# 2. Structure of this document

- 2.1 This document is structured as follows:

Section 3	Outlines the legal background to this final licence modification
Section 4	Sets out the reasoning that underpins the final licence modification
Section 5	Sets out the final licence modification decision
Annex A	Final Decision - Licence Modification
Annex B	Proposed Decision - Licence Modification

### 3. Legal background

- 3.1 Section 8(1) of the Telecommunications (Bailiwick of Guernsey) Law, 2001 (**Telecoms Law**) provides as follows:

“Having regard to the objectives set out in section 2 of the Regulation Law, and subject to the provisions of any States' Directions and the following provisions of this section, the [Authority] may modify a licence by amending or revoking any condition included in it or by adding any condition to it (including, subject to the provisions of section 9, any condition as to the application in relation to the licensee of the code).”

- 3.2 Before making any modifications to a licence, the GCRA must follow the procedure set out in section 8(2) of the Telecoms Law, which provides as follows:

“(2) Before making modifications under this section to a licence, the [Authority] shall publish, and (in the case of an individual licence) give to the holder of the licence, notice –

- (a) stating the modifications that [it] proposes to make,
- (b) stating the reasons why [it] proposes to make those modifications, and
- (c) specifying the time (not being less than 7 days from the date of publication of the notice) within which written representations or objections in respect of the proposed modifications may be made by interested parties.”

### 4. Analysis

- 4.1 Given that the GCRA did not receive any responses to its Proposed Decision, it interprets this as agreement from all licensees to the proposed licence modifications. Therefore, the GCRA is issuing this notice of a final license modification, which:

- a. Modifies the mobile telecommunications licences of JT and of Sure to make each licence technology neutral to the extent that is reasonable and appropriate.
- b. Modifies the Price Regulated Services clause as described below.
- c. Makes minor changes to the licences of each telecommunications operator, as described below.

- 4.2 Full details of the licence modifications are set out in Annex A to this document.

## 5. Decision

5.1 The GCRA hereby having followed the procedure set out in s. 8(2) of the Telecoms Law, the GCRA directs, pursuant to s. 8(3) of the Telecoms Law, that the licence modifications set out in Annex A of this document shall come into effect on 25 April 2025. This decision:

- a) gives notice to 5<sup>th</sup> Dimension (Guernsey) Ltd, BT Jersey Ltd (Guernsey), Business Telecom Limited, Flo Connect Ltd, Gamma Telecom Holdings Ltd (Guernsey), JT (Guernsey) Ltd, Richard Bird t/a Links Communications, Logicalis Guernsey Ltd, Starlink Internet Services Limited, Sure (Guernsey) Limited of its final decision to modify their licences as set out in Annex A to this final licence modification,
- b) gives notice to the public of the final licence modification presented in Annex A.

## Annex A

The final licence modifications are as follows.

1. Change to the following mobile licence provisions of JT and Sure.

New definition of Mobile Telecommunications Services (Condition 1.1)	<p><b>"Mobile Telecommunications Services"</b>: means services (other than satellite services) the provision of which consists, wholly or partly, in the establishment of radiocommunications to Users, which makes use wholly or partly of a Mobile Telecommunications Network and which has the characteristics of a pan-European, cellular, digital, land based, mobile telephony service compatible with the European standards. These services may be provided in the bands specified in Schedule 1A of this Licence in accordance with the Wireless Telegraphy Act and the ETSI technical specifications.</p>		
Insert Schedule 1A	<p>The Licensee may use spectrum within the frequency range set out in the <b>table</b> below (<b>Spectrum</b>) for the provision of Licensed Telecommunications Services within the Bailiwick of Guernsey, provided that the Licensee holds a licence issued by Ofcom for the use of that Spectrum:</p> <div><p>The Licensee may use spectrum within the frequency range set out in the <b>table</b> below (<b>Spectrum</b>) for the provision of Licensed Telecommunications Services within the Bailiwick of Guernsey, provided that the Licensee holds a licence issued by Ofcom for the use of that Spectrum:</p><table><tr><th>Frequencies</th></tr><tr><td></td></tr></table></div>	Frequencies	
Frequencies			

2. Remove the 4G commitments (Licence Conditions 16A and 16B and Schedules 2 and 3) from JT's Mobile Licence.
3. Modify the "Price Regulated Services" clause in each Mobile Licence as follows:

<p>X.1 Where the Licensee intends to introduce a new Price for any Licensed Telecommunications Services it provides or intends to introduce, it shall publish that Price on the day of its coming into effect. The Licensee shall provide full details of the new Price to the GCRA.</p> <p>X.2 In this Condition [X] the term "<b>Price</b>" includes discounts to a published price and/or special offers and/or the provision of additional goods or services by the Licensee to a Subscriber.</p>
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- X.3 All Prices shall be transparent, non-discriminatory and objectively justifiable.
- X.4 The GCRA may by direction determine the maximum level of charges the Licensee may apply for Licensed Telecommunications Services within a Relevant Market in which the Licensee has been found to be dominant. A determination may:
- (a) provide for the overall limit to apply to such Licensed Telecommunications Services or categories of Licensed Telecommunications Services or any combination of Licensed Telecommunications Services; or
  - (b) restrict increases in any such charges or to require reductions in them whether by reference to any formula or otherwise; or
  - (c) provide for different limits to apply in relation to different periods of time falling within the periods to which any determination applies.
- X.5 If the GCRA, after consulting the Licensee and such other persons as it may determine, is satisfied that any price is in breach of the Regulation Law, the Telecommunications Law or this Licence, the GCRA may, by issuing a direction, require the Licensee to bring that price into conformity with the Laws and/or the requirements of this Licence.

4. Modify the “Price Regulated Services” clause in each Fixed Licence as follows:

- X.1 Where the Licensee intends to introduce a new Price for any Licensed Telecommunications Services it provides or intends to introduce, it shall publish that Price at least twenty one (21) days for fixed retail products and services and thirty (30) days for fixed wholesale products and services prior to their coming into effect or otherwise as required by law. The Licensee shall provide full details of the new Price to the GCRA.
- X.2 In this Condition [X] the term “**Price**” includes discounts to a published price and/or special offers and/or the provision of additional goods or services by the Licensee to a Subscriber.
- X.3 All Prices shall be transparent, non-discriminatory and objectively justifiable.
- X.4 The GCRA may by direction determine the maximum level of charges the Licensee may apply for Licensed Telecommunications Services within a Relevant Market in which the Licensee has been found to be dominant. A determination may:
- a) provide for the overall limit to apply to such Licensed Telecommunications Services or categories of Licensed Telecommunications Services or any combination of Licensed Telecommunications Services; or
  - b) restrict increases in any such charges or to require reductions in them whether by reference to any formula or otherwise; or
  - c) provide for different limits to apply in relation to different periods of time falling within the periods to which any determination applies.
- X.5 If the GCRA, **after** consulting the Licensee and such other persons as it may determine, is satisfied that any price is in breach of the Regulation Law, the Telecommunications Law or this Licence, **the** GCRA may, by issuing a direction, require the Licensee to bring that price into conformity with the Laws and/or the requirements of this Licence.
- X.6 The GCRA may, **after** consulting the Licensee and such other persons as it may determine, and for specific services only, replace the obligation in Condition [X] to publish changes at least 21 or 30 days in advance of their coming into force with an obligation to notify the GCRA on the day of the changes

coming into force and to put the notification prominently on its website.

X.7 In this Condition [X] the term “**day**” means a calendar day.

5. Modify Fixed Licences as follows:

Condition	Final change
Definitions and Interpretation	<p>Insert definition of “Access”</p> <p><b>“Access”</b>: means such facilities and services as may be necessary to obtain or facilitate the obtaining of access to telecommunications networks, telecommunications equipment, network termination points and associated facilities for the purposes of the provision of Mobile Telecommunications Services.</p>
	<p>Insert definition of “Associated Facilities”</p> <p><b>“Associated Facilities”</b>: means those descriptions of classes of telecommunications equipment which are designated as associated facilities by the Authority from time to time and which include, but are not limited to, housing, masts and electricity supply.</p>
	<p>Insert definition of “Authority”</p> <p><b>“Authority”</b>: means the Guernsey Competition and Regulatory Authority.</p>
	<p>Insert definition of “Bailiwick”</p> <p><b>“Bailiwick”</b>: means the Bailiwick of Guernsey.</p>
	<p>Amend definition of “Conditions”</p> <p>Conditions means Conditions <del>1 through 31 of this Licence included in this</del> Licence as may be amended, revoked or added to by the GCRA from time to time</p>
	<p>Stylistic amendment to definition of “Copper Line”</p> <p><del>“Copper Line” is where a telecommunication network is connected to any network termination point (with customer premises equipment) by way of</del> <b>“Copper Line”</b> means a copper line, which is independently powered from the street cabinet or local exchange and not dependent on mains power at the relevant</p>

	premises to <del>power-transmit</del> analogue voice communication <del>down that copper line</del> , connecting a telecommunication network to any network termination point (with customer premises equipment).
	<p>Insert definition of “Customer Premises Equipment”</p> <p><b>“Customer Premises Equipment”:</b> means telecommunications apparatus located at a user’s premises and connected to a telecommunications network at a network termination point.</p>
	<p>Insert definition of “Dominant Position”</p> <p><b>“Dominant position”:</b> in relation to a relevant market, shall be construed as it would be in the United Kingdom under the Competition Act 1998, but with the substitution, where appropriate, of references to the Bailiwick for references to the United Kingdom.</p> <p>FN: The Telecommunications (Bailiwick of Guernsey) Law, 2001, s.31(1); The Regulation of Utilities (Bailiwick of Guernsey) Law, 2001, s.22(1).</p>
	<p>Stylistic amendment to definition of “FTTP”</p> <p><b>“FTTP”</b> (or “Fibre to the Premises”): <del>is—where</del> means the transmission of communications down an optical fibre cable which connects a telecommunication network <del>is-connected to any</del> a network termination point (with customer premises equipment) <del>by way of an optical fibre cable (rather than a copper line) and communication down that optical fibre would be and which is dependent on an ongoing power supply from the mains at the relevant premises in the absence of a</del> battery back-up unit or other uninterrupted power source to function.</p>
	<p>Stylistic amendment to definition of “FTTP Fibre”</p> <p><b>“FTTP Fibre is”:</b> means the optical fibre cable referred to in the definition of FTTP.</p>
	<p>Stylistic amendment to definition of “FTTP” Voice</p> <p><b>“FTTP Voice is”:</b> means voice communication provided as a Telecommunications Service by any telecommunications licensee to any User at Residential Premises and which utilises FTTP Fibre wholly or partially, whether this voice service is provided alone or</p>

	combined with broadband services, but excludes a purely broadband service (without voice) provided by any such licensee and also excludes any over the top application (other than those provided by a licensee) which provides voice services over broadband.
	<p>Insert definition of GCRA</p> <p><b>"GCRA":</b> means the Guernsey Competition and Regulatory Authority.</p>
	<p>Insert definition of "Interconnection"</p> <p><b>"Interconnection":</b> means the physical and logical linking of telecommunications networks used by the same or a different organisation in order to allow the users of one organisation to communicate with the users of the same or another organisation or to access services provided by another organisation; and services may be provided by the parties involved or other parties who have access to the network.</p>
	<p>Amend definition of "Licence"</p> <p><b>"Licence":</b> means this licence <del>to provide the Licensed Telecommunications Services and to establish, operate and maintain the Licensed Telecommunications Network;</del> <b>subject to the Conditions</b></p>
	<p>Amend definition of "Licensed Telecommunication Network"</p> <p><b>"Licensed Telecommunications Network":</b> means the <b>Fixed Telecommunications Network</b> <del>(other than the Licensed Mobile Telecommunications Network)</del> which the Licensee is authorised to establish, operate and maintain in the Bailiwick for the purposes of providing the Licensed Telecommunications Services <del>(other than Licensed Mobile Telecommunications Services)</del>.</p>
	<p>Amend definition of "Licensed Telecommunications Services"</p> <p><b>"Licensed Telecommunications Services":</b> means the provision, <b>by the Licensee, as authorised by this Licence, of Fixed Telecommunications Services to third parties using the Licensed Telecommunications Network.</b></p>
	Remove definition of "Licensed Mobile Telecommunications Services"

	<p>Insert definition of “Network Termination Point”</p> <p><b>“Network Termination Point”</b>: means any physical point of connection forming part of a telecommunications network at which another telecommunications network or customer premises equipment may be attached.</p>
	<p>Replace definition of “Numbers” with</p> <p><b>“Numbers”</b> means the formats of codes and subscriber numbers for routing telecommunications services to a network termination point, user, telecommunications equipment or customer premises equipment in the Bailiwick, which formats are allocated by the GCRA or by Ofcom.</p>
	<p>Insert definition of “Ofcom”</p> <p><b>“Ofcom”</b>: means the Office of Communications, the UK communications regulator that regulates the TV and radio sectors, fixed line and mobile telecommunications operators, and the airwaves over which wireless devices operate.</p>
	<p>Stylistic amendment to definition of “Public Emergency Call Service”</p> <p><b>“Public Emergency Call Service”</b>: <del>is</del> means a <del>Telecommunications Service</del> telecommunications service that enables a User at any time and without incurring any charge or using any coin or token, to communicate with the police, the ambulance or fire services or the maritime search and rescue services and to notify them of an emergency by using customer premises equipment lawfully connected to the Licensed <del>Telecommunications</del> Network at any place in the Bailiwick.</p>
	<p>Stylistic amendment to definition of “Residential Premises”</p> <p><b>“Residential Premises”</b> <del>is-means</del></p>
	<p>Amend definition of “Subscriber”</p> <p><b>“Subscriber”</b>: means a legal or natural person who has a contract with the licensee to receive Licensed <del>Telecommunications</del> Services. For the avoidance of doubt a subscriber does not include users of pre-paid services.</p>
2.7 (Definition of “Control”)	Remove references to “he” in subparagraphs (a), (b) and (c)

	<del>“He or they”</del>
2.8	Update reference to Companies (Guernsey) Law from 1994 to 2008
Provision of Information	<p>Delete Condition 4.2:</p> <p><del>The Licensee shall, within 90 days of the Licence Commencement Date, provide the GCRA with a comprehensive report on its use of the radio frequency spectrum, and the anticipated future use, and provide updates on the report as requested by the GCRA from time to time.</del></p>
Integrity of the Network	<p>The Licensee shall take all reasonable steps to ensure the integrity of <del>the network</del> its Licensed Telecommunications Network and may refuse to provide the Licensed Telecommunications Services which it is obliged to provided in accordance with Condition 12 of this Licence to a particular User if providing those Licensed Telecommunications Services would or would be likely to cause damage or interference to the Licensed Telecommunications Network or Licensed Telecommunications Services.</p> <p>In the event of a dispute arising as to the application of <del>this condition</del> Condition [X] the licensee shall provide details with regard to its proposed action and the GCRA shall issue a determination on the matter.</p>
Matters of Interest to the Bailiwick	<p>Replace “Message” with “message”</p> <p>Update reference to Interception of Communications (Bailiwick of Guernsey) Law from 1997 to 2003</p>
Term and Renewal	<p>Replace “him” with “it”</p> <p>“subject to the Licensee providing all necessary information to the GCRA to enable <del>him</del> it to make the notification within the required time.”</p>
Public Emergency Call Services	<p>Amendment of sub-condition 1</p> <p><del>Where, under this Licence, the Licensee provides Fixed Telecommunication Services using Copper Lines, the Licensee shall provide a Public Emergency Call Service over those Copper Lines.</del></p>

Consumer Protection	In sub-condition 1(a), removal of the words “filed with the GCRA”
	Insertion of wording in sub-condition 2: “The GCRA may consider in particular whether terms and conditions are easy to understand, transparent and accessible.”
	In sub-condition 5, replace “it” with “the Authority” “The GCRA may from time to time issue directions to the Licensee specifying and modifications or additions that <del>it</del> the Authority considers should be made to the Consumer Code.”
	In sub-condition 5, make “Consumer Code” a defined term and make consequential amendments
	Replacement in sub-condition 6(a) of “members of the public” with “Users and Subscribers”
	Move obligations contained in sub-condition 13 relating to Fixed Term Contracts to a new licence condition entitled “Fixed Term Contracts”. [Business Telecom only.]
Radio Frequency Spectrum	In sub-condition 2, replace “it” with “the Authority” The Licensee shall if so directed by the GCRA in writing where <del>it</del> the Authority believes that an emergency exists
	[Business Telecom only] Replace “Director” with “GCRA” and “he” with “it”.
Access to Facilities	In sub-condition 2, insert the words “in accordance with Condition [ ]” In the absence of agreement between the parties in accordance with Condition [ ]
Linked Sales	[Starlink; Richard Bird; Gamma] In sub-condition 1, replace “him” with “it”

6. Modify Mobile Licences as follows:

Condition	Proposed change
Condition 1 (Definitions and Interpretation)	<p>Insert definition of "Access"</p> <p><b>"Access"</b>: means such facilities and services as may be necessary to obtain or facilitate the obtaining of access to telecommunications networks, telecommunications equipment, network termination points and associated facilities for the purposes of the provision of Mobile Telecommunications Services.</p>
	<p>Insert definition of "Associated Facilities"</p> <p><b>"Associated Facilities"</b>: means those descriptions of classes of telecommunications equipment which are designated as associated facilities by the Authority from time to time and which include, but are not limited to, housing, masts and electricity supply.</p>
	<p>Insert definition of "Authority"</p> <p><b>"Authority"</b>: means the Guernsey Competition and Regulatory Authority.</p>
	<p>Insert definition of "Bailiwick"</p> <p><b>"Bailiwick"</b>: means the Bailiwick of Guernsey.</p>
	<p>Insert definition of "Dominant position"</p> <p><b>"Dominant position"</b>: in relation to a relevant market, shall be construed as it would be in the United Kingdom under the Competition Act 1998, but with the substitution, where appropriate, of references to the Bailiwick for references to the United Kingdom.</p> <p>FN: The Telecommunications (Bailiwick of Guernsey) Law, 2001, s.31(1); The Regulation of Utilities (Bailiwick of Guernsey) Law, 2001, s.22(1).</p>
	<p>Insert definition of "ETSI"</p> <p><b>"ETSI"</b>: means the European Telecommunications Standards Institute.</p>

	<p>Insert definition of “Interconnection”</p> <p><b>“Interconnection”</b>: means the physical and logical linking of the <del>telecommunications systems of two person who, for</del> telecommunications networks used by the same or a different organisation in order to allow the time being, have the benefit of a Class or Individual Licence granted under Part I of the Telecommunications Law and one of whom may be the Licensee; and this for the purpose of allowing the <del>Users</del> users of one organisation to communicate with the <del>Users</del> users of the same or another organisation or to access services provided by another organisation: and services may be provided by the parties involved or other parties who have <del>Access</del> access to the network.</p>
	<p>Amend definition of “Licence”</p> <p><b>“Licence”</b>: means this licence to provide Licensed Mobile Telecommunications Services and to establish, operate and maintain a Licensed Mobile Telecommunications Network; subject to the Conditions</p>
	<p>Amend definition of “Licensed Mobile Telecommunications Network”</p> <p><b>“Licensed Mobile Telecommunications Network”</b>: means a mobile network infrastructure constructed in accordance with the standards described below and used for the purpose of providing Licensed Mobile Telecommunications Services in accordance with this Licence; the applicable standards are:</p> <p>a) any relevant compulsory standards and/or specifications as are listed in the Official Journal of the European <del>Communities</del> Union for the provision of services, technical interfaces and/or network functions pursuant to Article <del>17</del> 39 of the Framework Directive (EU) 2018/1972.<sup>FN</sup> Where no compulsory standards or specifications have been so published, the <del>Communications Provider</del> Licensee shall take full account of any relevant voluntary standards and/or specifications so published, and any relevant standards and/or specifications adopted by the European Standards Organisations.</p> <p>b) in the absence of such standards and/or specifications referred to in paragraph a) above, international standards or recommendations adopted by the</p>

	<p><del>International Telecommunications Union</del> ITU, the European Conference of Postal and Telecommunications Administrations (CEPT), the International Organisation for Standardisation (ISO) and the International Electrotechnical Committee (IEC).</p> <p>c) in the absence of such standards and/or specifications referred to in paragraphs a) and b) above, any other standard specified by the GCRA in a direction, provided that the GCRA shall not make such a direction if an appropriate European or other international standard is expected to be promulgated within a reasonable time.</p> <p>d) in any case, a standard specified by the GCRA for the purpose of enabling an Interconnection and, generally, interoperability as long as this standard does not do more than to require compliance with a relevant standard in existence as referred to in paragraphs a) to c) above.</p> <p>FN: Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communication Code, OJ L 321, 17/12/2018, P. 36-214.</p>
	<p>Insert definition of “Network Termination Point”</p> <p><b>“Network Termination Point”</b>: means any physical point of connection forming part of a telecommunications network at which another telecommunications network or customer premises equipment may be attached.</p>
	<p><b>“Numbers”</b> means the formats of codes and subscriber numbers for routing telecommunications services to a Network Termination Point, User, telecommunications equipment or Customer Premises Equipment in the Bailiwick, which formats are allocated by the GCRA or by Ofcom.</p>
	<p>Insert definition of “Public Emergency Call Service”</p> <p><b>“Public Emergency Call Service”</b>: means a telecommunications service that enables a User at any time and without incurring any charge or using any coin or token, to communicate with the police, the ambulance or fire services or the maritime search and rescue services and to notify them of an emergency by using customer premises equipment lawfully connected to the Licensed Telecommunications Network at any place in the Bailiwick.</p>

Condition 2.7 (Scope of the Licence)	Remove references to “he” in subparagraphs (a), (b) and (c) “ <del>He</del> or they”
Condition 2.8 (Scope of the Licence)	In sub-condition (a), update reference to Companies (Guernsey) Law from 1994 to 2008
	In sub-condition (b), remove capitalisation of term “body corporate”
	In sub-condition (c), remove capitalisation of term “body corporate”
Condition 9.1 (Integrity of the Network)	Replace “this condition” with “this Condition 9.1”  9.1 If a Licensee refuses to provide Licensed Telecommunications Services because providing those Licensed Mobile Telecommunications Services would or would be likely to cause damage or interference to Licensed Telecommunications Networks or Licensed Mobile Telecommunications Networks or Licensed Telecommunications Services or Licensed Mobile Telecommunications Services, and in the event of a dispute arising as to this refusal, the Licensee shall provide details with regard to its proposed action and the GCRA shall issue a determination on the matter <b>under this Condition 9.1.</b>
Condition 13 (Public Emergency Call Services)	In sub-condition 1, remove capitalisation of “telecommunications service”
Condition 15 (Consumer Protection)	In sub-condition 2, replace “He would” with “The GCRA may”
	In sub-condition 3, remove capitalisation of “message”
	In sub-condition 6(a), replace “members of the public” with “Users and Subscribers”
	In sub-condition 10(d), replace “Director” with “GCRA”
Condition 20 (Access to Facilities)	In sub-condition 1, insert the words “Mobile Telecommunications Network” before the word “infrastructure”
	Insert new sub-condition 4

	<b>"In the absence of agreement between the parties in accordance with Condition 20.3, the terms of Access including time limits for completion of any agreement shall be determined by the GCRA."</b>
Condition 21 (Interconnection)	In sub-condition 1(b), replace "the Licenced Mobile Telecommunications Network" with "its Licenced Mobile Telecommunications Network"
Condition 23 (Application of Conditions)	Remove capitalisation of "position"
	Replace "he" with "it"
Condition 31 (Mobile Virtual Network Operators)	<p>In sub-condition 1, insert definition of "Mobile Reference Offer"</p> <p>31.1 Without prejudice to the power of the GCRA to direct the publication of a Reference Offer at any time, in the event that the Licensee is the only licensed mobile telecommunications operator in the Bailiwick it shall publish a Reference Offer for MVNO Access (<b>"MVNO Reference Offer"</b>).</p>
	In sub-condition 4, replace "The Licensee shall not be required to enter into an MVNO Access agreement or provide MVNO services" with <b>"The Licensee shall not be required to enter into an agreement with an Other Licensed Operator to allow MVNO Access ("MVNO Access Agreement") or to provide MVNO Services"</b>

## Annex B



## Telecommunications Licence Modernisation

**T1687G**

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### Proposed Licence Modification

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Date: 11 February 2025

Guernsey Competition and Regulatory Authority  
Suite 4, 1<sup>st</sup> Floor,  
La Plaiderie Chambers, La Plaiderie, St Peter Port,  
Guernsey, GY1 1WG  
T: +44 (0) 1481 711120  
E: [info@gcra.gg](mailto:info@gcra.gg)

## Contents

1. Summary .....	<b>Error! Bookmark not defined.</b>
2. Structure of this document .....	22
3. Legal background .....	22
4. Reasons for the proposed modifications .....	23
Technology neutral licensing .....	23
Sure .....	23
JT .....	24
Clear Mobitel.....	25
GCRA assessment.....	25
Amalgamation of fixed and mobile licences .....	26
Price Regulated Services .....	27
Sure .....	29
JT .....	29
Clear Mobitel.....	29
GCRA assessment.....	29
Additional points.....	30
Sure .....	30
JT .....	31
Clear Mobitel.....	31
GCRA Assessment .....	31
5. Proposed modification decision and next steps .....	32

# 1. Summary

- 1.1 On 15 November 2024, the Guernsey Competition and Regulatory Authority (**GCRA**) issued a consultation (**Consultation**), seeking stakeholder views on proposed modifications to telecommunications licences, which would:
- a. Create a new telecommunications licence for each of JT (Guernsey) Limited (**JT**) and Sure (Guernsey) Limited (<sup>Sure</sup>), combining the existing fixed and mobile licences of each into a single, technology neutral licence for each. The purpose of introducing technology neutral licensing is to align with international best practice and to support the Committee for Economic Development (**Committee**) in its policy of delivering next generation digital infrastructure.<sup>1</sup>
  - b. Modify the existing licence condition entitled “Price Regulated Services”, contained in Part IV of each licensee’s licence, to clarify certain aspects of that condition.
  - c. Make relatively minor changes to the licences of each telecommunications operator, intended to:
    - i. Ensure consistency between the definitions used in the licences and the definitions set out in the Telecommunications (Bailiwick of Guernsey) Law, 2001 (**Telecoms Law**) and/or the Regulation of Utilities (Bailiwick of Guernsey) Law, 2001 (**Utilities Law**).
    - ii. Remove obsolete provisions from licences.
    - iii. Update out of date references (e.g. to legal provisions that have been superseded).
    - iv. Make minor amendments to improve clarity and/or accuracy (e.g. insert definitions; remove unnecessary capitalisations from words).
- 1.2 The GCRA received responses to its Consultation from Sure,<sup>2</sup> JT<sup>3</sup> and Clear Mobitel Guernsey (**Clear Mobitel**).<sup>4</sup> These responses are considered in detail below.
- 1.3 Having taken into account the responses received, the GCRA is issuing this notice of a proposed licence modification, which:
- a. Modifies the mobile telecommunications licences of JT and of Sure to make each licence technology neutral to the extent that is reasonable and appropriate.

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<sup>1</sup> See Consultation, paragraphs 1.3 – 1.4.

<sup>2</sup> Response received from Sure (Guernsey) Limited on 19 December 2024 (**Sure Response**).

<sup>3</sup> Response received from JT (Guernsey) Limited on 13 December 2024 (**JT Response**).

<sup>4</sup> Response received from Clear Mobitel Limited on 10 December 2024 (**Clear Mobitel Response**).

- b. Modifies the Price Regulated Services clause as described below.
  - c. Makes minor changes to the licences of each telecommunications operator, as described below.
- 1.4 Full details of the licence modifications proposed are set out in Annex 1 to this document.
- 1.5 For the reasons given below, the GCRA is not proposing to proceed with a new, combined mobile & fixed licence for JT and for Sure at this time.
- 2. Structure of this document
- 2.2 This document is structured as follows:

Section 3	Outlines the legal background to this proposed licence modification
Section 4	Sets out the reasoning that underpins the proposed licence modification
Section 5, Annex [Aaine]	Sets out the proposed licence modification decision and next steps

### 3. Legal background

- 3.3 Section 8(1) of the Telecommunications (Bailiwick of Guernsey) Law, 2001 (**Telecoms Law**) provides as follows:

“Having regard to the objectives set out in section 2 of the Regulation Law, and subject to the provisions of any States' Directions and the following provisions of this section, the [Authority] may modify a licence by amending or revoking any condition included in it or by adding any condition to it (including, subject to the provisions of section 9, any condition as to the application in relation to the licensee of the code).”

- 3.4 Before making any modifications to a licence, the GCRA must follow the procedure set out in section 8(2) of the Telecoms Law, which provides as follows:

“(2) Before making modifications under this section to a licence, the [Authority] shall publish, and (in the case of an individual licence) give to the holder of the licence, notice –

- (a) stating the modifications that [it] proposes to make,
- (b) stating the reasons why [it] proposes to make those modifications, and
- (c) specifying the time (not being less than 7 days from the date of publication of the notice) within which written representations or objections in respect of the proposed modifications may be made by interested parties.”

## 4. Reasons for the proposed modifications

### Technology neutral licensing

4.1 In the Consultation, the GCRA sought views on a proposal to enable those operators who hold a mobile licence from the GCRA (**Mobile Licence**) and a Spectrum Licence from Ofcom<sup>5</sup> (**Spectrum Licence**) to use their allocated spectrum for the provision of mobile telecommunications services without limitation as to the type of technology to be used.

4.2 The Consultation proposed that this change would be achieved in the following way:

New definition of Mobile Telecommunications Services (Condition 1.1)	<p><b>"Mobile Telecommunications Services":</b> means services (other than satellite services) the provision of which consists, wholly or partly, in the establishment of radiocommunications to Users, which makes use wholly or partly of a Mobile Telecommunications Network and which has the characteristics of a pan-European, cellular, digital, land based, mobile telephony service compatible with the European standards. These services may be provided in the bands specified in Schedule 1A of this Licence in accordance with the Wireless Telegraphy Act and the ETSI technical specifications.</p>		
Insert Schedule 1A	<p>The Licensee may use spectrum within the frequency range set out in the <b>table</b> below (<b>Spectrum</b>) for the provision of Licensed Telecommunications Services within the Bailiwick of Guernsey, provided that the Licensee holds a licence issued by Ofcom for the use of that Spectrum:</p> <table><tr><th>Frequencies</th></tr><tr><td></td></tr></table>	Frequencies	
Frequencies			

4.3 The Consultation also set out a proposal to remove the 4G commitments (Licence Conditions 16A and 16B and Schedules 2 and 3) from JT's combined licence.

4.4 The following comments were received.

### Sure

4.5 Sure supports the GCRA's proposal to introduce a technology neutral Mobile Licence for both JT and Sure. However, Sure does not support the way in which the GCRA proposes to achieve this for the following reasons:

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<sup>5</sup> Sure (Guernsey) Limited; JT (Guernsey) Limited.

- a. Certain of the changes proposed by the GCRA amount to “fixing a problem that does not exist and [...] introducing needless complexity into Sure’s and JT’s licences”<sup>6</sup> because:
  - i. The definition of “Mobile Telecommunications Services” in the current Mobile Licences is already technology neutral because it does not specify which spectrum bands must be used in the provision of those services.
  - ii. Inserting Schedule 1A would not make the current Mobile Licences technology neutral. It would simply list the spectrum bands to which Sure and JT already have access as a consequence of historic allocations of spectrum by Ofcom.
- b. Technology neutrality can be achieved in JT and Sure’s Mobile Licences by removing Schedules 2 and 3 of those licences<sup>7</sup> or by removing reference to spectrum specific bands in the definition of “LTE-based mobile telecommunications services” and other parts of those schedules.
- c. Sure does not agree with the proposal to remove all of Schedule 2 from JT’s Mobile Licence because there are market and consumer protection provisions contained in Schedule 2 which should be retained for all mobile network operators.
- d. The GCRA’s proposed modifications are “meaningless because the public wireless network licences issued to Sure and JT by Ofcom under the Wireless Telegraphy Act 2006 *are* technology specific” and the GCRA should address the issue of technology specific Spectrum Licences before it proceeds with any changes to Mobile Licences.<sup>8</sup>

## JT

- 4.6 JT agrees with the GCRA’s proposal to introduce technology neutral licences for JT and for Sure and has no comments on the way in which the GCRA intends to implement this change.

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<sup>6</sup> Sure Response, p. 4.

<sup>7</sup> Which it recognises is not possible for Sure due to the commitments given by Sure to the Committee *for* Economic Development by Sure as a condition of its purchase of Guernsey Airtel Limited.

<sup>8</sup> Sure Response, p. 5.

## Clear Mobitel

- 4.7 Clear Mobitel agrees with the GCRA's proposal to introduce technology neutral licensing but suggests that a new definition of "Wireless Telecommunications"<sup>9</sup> should be developed to embrace both nomadic (mobile) and fixed services that could also be delivered over wireless.

## GCRA assessment

- 4.8 In respect of Sure's first submission,<sup>10</sup> the GCRA notes that each of JT and Sure is currently subject to technology specific restrictions and obligations in the licences issued to them by the GCRA with regard to the use of their spectrum. As noted by Sure, these restrictions and obligations are contained in Schedules 2 and 3 of their Mobile Licences and in certain of their Spectrum Licences.<sup>11</sup> The GCRA proposes to remove (to the extent appropriate and feasible) Schedules 2 and 3 of the Mobile Licences and expects that, given their support for technology neutral licensing, each of JT and Sure will approach Ofcom to request that their corresponding spectrum Licences be amended so that they become technology neutral.<sup>12</sup> Given that these changes will move licensees from a situation where they are subject to technology specific restrictions and obligations to a position where those restrictions and obligations have been removed, the GCRA provisionally considers it appropriate to amend the Mobile Licences of Sure and of JT by:

- a. Amending the definition of Mobile Telecommunications Services.
- b. Inserting Schedule 1.

to reflect the new position that any spectrum allocated to an operator can be used to provide any Mobile Telecommunications Service. The GCRA is therefore not currently minded to accept Sure's submission that those changes, which are minor clarificatory textual amendments, "introduce unnecessary complexity" into the Mobile Licences and should not be progressed for that reason.

- 4.9 In respect of Sure's second and third submissions, the GCRA provisionally considers that it is not appropriate to amend (rather than to remove) Schedules 2 and 3 of JT's Mobile Licence.<sup>13</sup> This is because those Schedules apply specifically to the provision of 4G services and the purpose of these proposed licence modifications is to remove technology specific restrictions and obligations from Mobile Licences. The GCRA is therefore not minded to accept Sure's submission that certain

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<sup>9</sup> Given its comment that "it makes no sense to determine licences based on legacy technologies", the GCRA understands Clear Mobitel to be proposing that this change be introduced into a new combined licence, rather than into existing Mobile Licences (or fixed licences).

<sup>10</sup> Paragraph **Error! Reference source not found.** above.

<sup>11</sup> Sure Response, p.5.

<sup>12</sup> The GCRA is not able to do this on licensees' behalf.

<sup>13</sup> Paragraph **Error! Reference source not found.** - **Error! Reference source not found.** above.

parts of Schedules 2 and 3 of JT's Mobile Licence should be retained or that it would be appropriate to amend rather than remove those Schedules.

- 4.10 In respect of Sure's fourth submission, the GCRA has engaged with Ofcom and that regulatory body is able to amend a Spectrum Licence to make that licence technology neutral if a licensee requests it to do so.<sup>14</sup> The GCRA would therefore encourage both JT and Sure to approach Ofcom to request that the necessary changes are made to their Spectrum Licences. The GCRA is not minded to delay progressing with the licence modifications set out in this proposed decision until Ofcom has modified Spectrum Licences, as suggested by Sure.
- 4.11 In respect of the submission made by Clear Mobitel, for the reasons explained below, the GCRA is no longer proposing to introduce a combined fixed/mobile licence at this time. Given that this submission appears to address a new definition to be included in a combined licence, we do not consider it further here.
- 4.12 The proposed licence modifications are set out in Annex 1.

## Amalgamation of fixed and mobile licences

- 4.13 In its Consultation, the GCRA noted that at the pre-consultation phase of this process, licensees had made a wide range of suggestions as to how existing telecommunications licences in Guernsey could be amended or modernised.<sup>15</sup> The GCRA stated that because of the need to progress this licence modification relatively quickly in order to support the Committee's digital infrastructure policy, it intended to take forward to consultation only those licence modifications that were likely to be straightforward and that could be progressed within a relatively short timeframe.<sup>16</sup> A further piece of work on licence modification would be carried out by the GCRA in 2025, at which time the additional points raised by licensees during the pre-consultation could be addressed.
- 4.14 One proposal that the GCRA took forward to consultation was that the Mobile and the Fixed Licences of each of JT and Sure be amalgamated to create a single telecommunications licence for each. It sought stakeholders' views on this proposal.
- 4.15 JT and Clear Mobitel were supportive of this proposal.
- 4.16 Sure stated that the GCRA's licence modification project should be a single project that considered all suggested changes at the same time. It did not agree with the GCRA's two part approach (as

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<sup>14</sup> See, for example, <https://www.ofcom.org.uk/spectrum/radio-equipment/vodafone-and-telefonica-request-to-update-technical-conditions-of-mobile-licences/>.

<sup>15</sup> Consultation, paragraph 1.8.

<sup>16</sup> Consultation, paragraph 1.9.

described in paragraph **Error! Reference source not found.** above. Whilst Sure was supportive of the GCRA's proposal to issue a new combined licence for JT and for Sure, its willingness to surrender its existing licences in exchange for such a new combined licence was "subject to the GCRA making the changes requested in this consultation response".

- 4.17 Whilst the GCRA acknowledges Sure's preference for the licence modification process to be a single project, the scope of this proposed decision was deliberately limited by the GCRA in the way and for the reasons stated in the Consultation. Given that Sure has indicated that it will support a move to a new combined licence only if the scope of the process is widened and given that the GCRA is not able to widen the scope of the process as requested by Sure, the GCRA does not intend to progress with the proposal to combine the Mobile and the Fixed Licences of JT and Sure at this time. The GCRA intends to give further consideration to the scope and form of a new combined licence and bring that forward for consultation later in 2025.

## Price Regulated Services

- 4.18 In its Consultation, the GCRA noted that the wording of the "Price Regulated Services" conditions contained in Part IV of each telecommunications licence had given rise to difficulties of interpretation. It therefore proposed that that clause be amended as follows:

Mobile licence	<p>X.1 Where the Licensee intends to introduce a new Price for any Licensed Telecommunications Services it provides or intends to introduce, it shall publish that Price on the day of its coming into effect. The Licensee shall provide full details of the new Price to the GCRA.</p> <p>X.2 In this Condition X the term "<b>Price</b>" includes any component of the price charged by the Licensee, which includes, but is not limited to, discounts to a published price and special offers.</p> <p>X.3 All Prices shall be transparent, non-discriminatory and objectively justifiable.</p> <p>X.4 The GCRA may by direction determine the maximum level of charges the Licensee may apply for Licensed Telecommunications Services within a Relevant Market in which the Licensee has been found to be dominant. A determination may:</p> <ul style="list-style-type: none"> <li>(a) provide for the overall limit to apply to such Licensed Telecommunications Services or categories of Licensed Telecommunications Services or any combination of Licensed Telecommunications Services; or</li> <li>(b) restrict increases in any such charges or to require reductions in them whether by reference to any formula or otherwise; or</li> <li>(c) provide for different limits to apply in relation to different periods of</li> </ul>
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	<p>time falling within the periods to which any determination applies.</p> <p>X.5 If the GCRA, after consulting the Licensee and such other persons as it may determine, is satisfied that any price is in breach of the Regulation Law, the Telecommunications Law or this Licence, the GCRA may, by issuing a direction, require the Licensee to bring that price into conformity with the Laws and/or the requirements of this Licence.</p>
Fixed licence	<p>X.1 Where the Licensee intends to introduce a new Price for any Licensed Telecommunications Services it provides or intends to introduce, it shall publish that Price at least twenty one (21) days for fixed retail products and services and thirty (30) days for fixed wholesale products and services prior to their coming into effect or otherwise as required by law. The Licensee shall provide full details of the new Price to the GCRA.</p> <p>X.2 In this Condition [X] the term “<b>Price</b>” includes any component of the price charged by the Licensee, which includes, but is not limited to, discounts to a published price and special offers.</p> <p>X.3 All Prices shall be transparent, non-discriminatory and objectively justifiable.</p> <p>X.4 The GCRA may by direction determine the maximum level of charges the Licensee may apply for Licensed Telecommunications Services within a Relevant Market in which the Licensee has been found to be dominant. A determination may:</p> <ul style="list-style-type: none"> <li>(a) provide for the overall limit to apply to such Licensed Telecommunications Services or categories of Licensed Telecommunications Services or any combination of Licensed Telecommunications Services; or</li> <li>(b) restrict increases in any such charges or to require reductions in them whether by reference to any formula or otherwise; or</li> <li>(c) provide for different limits to apply in relation to different periods of time falling within the periods to which any determination applies.</li> </ul> <p>X.5 If the GCRA, <b>after</b> consulting the Licensee and such other persons as it may determine, is satisfied that any <b>price</b> is in breach of the Regulation Law, the Telecommunications Law or this Licence, <b>the</b> GCRA may, by issuing a direction, require the Licensee to bring that price into conformity with the Laws and/or the requirements of this Licence.</p> <p>X.6 The GCRA may, <b>after</b> consulting the Licensee and such other persons as it may determine, and for specific services only, replace the obligation in Condition [X.1] to publish changes at least 21 or 30 days in advance of their coming into force with an obligation to notify the GCRA on the day of the changes coming into force and to put the notification prominently on its website.</p> <p>X.7 In this Condition [X] the term “<b>day</b>” means a calendar day.</p>

4.19 The following comments were received.

## Sure

- 4.20 Sure stated that the references to “dominance” and to “Relevant Market” appeared to have been dropped from sub-condition 1 of the Price Regulated Services licence condition. Sure suggests that those words be reinserted into condition [X.1]<sup>17</sup> as follows:

“Where the Licensee intends to introduce a new Price for any Licensed Telecommunications Services it provides or intends to provide *within a Relevant Market in which the Licensee has been found to be dominant*, it shall publish that Price.” [emphasis indicates proposed addition]

Sure states that the proposed wording is vital because these conditions only apply to a licensed operator, and specifically Sure in many instances, where it has been deemed to hold a dominant position in an appropriately defined market.<sup>18</sup>

- 4.21 Sure requested clarity on the scope of the proposed Price Regulated Services condition, which it considers requires it to report on changes to the prices of ancillary services, such as international call minutes and data roaming rates.<sup>19</sup>
- 4.22 Sure made a further observation on consistency of wording used in the proposed combined licence.

## JT

- 4.23 JT stated that it did not agree with the definition of “day” contained in the proposed Price Regulated Services condition. Its view is that “day” should mean working day and not calendar day, since certain times of the year contain a number of bank holidays, which could reduce the ability of other licensed operators and/or the GCRA to react to a proposed price change.

## Clear Mobitel

- 4.24 Clear Mobitel considers that the proposed changes clarify the current wording and are broadly in line with regulated price controls elsewhere.

## GCRA assessment

- 4.25 In respect of Sure’s first submission, the GCRA notes that the Price Regulated Services condition appears in Part IV of each licensee’s Mobile Licence and Fixed Licence. The first licence condition of Part IV of each Mobile and Fixed Licence states that the provisions of Part IV apply only to the

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<sup>17</sup> Sure’s comment related to LC 37.1, which is combined licence clause equivalent to X.1 in the Mobile Licence and the Fixed Licence.

<sup>18</sup> Sure Response, p.7.

<sup>19</sup> Sure Response, p.7

extent that the GCRA has decided that the licensee has a dominant position in a relevant market. The GCRA therefore provisionally considers that adding the wording requested by Sure is unnecessary; the fact that the Price Regulated Services licence condition appears in Part IV of the Mobile and the Fixed licences and the above mentioned wording make clear that the provisions of that clause only applies to services in respect of which the licensee has been found to have a dominant position.<sup>20</sup>

- 4.26 In respect of Sure's second submission, in order to remove any ambiguity as to the scope of application of the term "Price", the GCRA proposes to amend sub-condition 2 of the Price Regulated Services Clause as indicated in Annex 1.
- 4.27 In respect of Sure's third submission, since the GCRA no longer intends to proceed with a combined licence at this time, it does not propose to comment on that submission.
- 4.28 The GCRA notes JT's arguments that "day" should mean "working day" and not "calendar day". However, as set out in the Consultation, the intention that "day" should mean "calendar day" is clearly set out in the OUR's Draft Decision OUR 08/15.<sup>21</sup> The GCRA therefore provisionally concludes that "day" should mean "calendar day" and not "working day".
- 4.29 The proposed modifications to the Price Regulated Services conditions of each licence are set out in Annex A.

## Additional points

### Sure

- 4.30 Sure made the following additional points:
- a. Sure does not support the proposed change to the definition of FTTP because of a risk that this could give rise to conflict between the definition contained in the GCRA's Guidance for the provision of emergency calls over FTTP and the proposed amended definition.
  - b. Sure considers that licences should use a single term to refer to the GCRA, rather than using both "Authority" and "GCRA".
  - c. Sure considers that the definition of "interconnection" used in the proposed combined licence seeks to associate interconnection with different networks used by the same organisation.

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<sup>20</sup> In that regard, the GCRA notes that the wording requested by Sure does not appear in sub-condition 1(a) of the Price Regulated Services condition in Sure's existing Mobile and Fixed Licences and there is no suggestion that this has caused the type of issue alluded to by Sure in its Response.

<sup>21</sup> <https://www.gcra.gg/media/3830/t08g-review-of-cable-wireless-guenseys-wholesale-business.pdf>

- d. Sure considers that the GCRA should require Starlink to administer and manage its business from Guernsey.
- e. Sure considers that the ring fencing obligations contained in its Fixed Licence<sup>22</sup> should be removed.
- f. There is duplication in the “integrity of the network” provisions in the proposed combined licence for Sure.
- g. Sure requests that the GCRA remove the requirement to provide 28 days’ notice for minor or administrative changes to the Consumer Code and instead require 28 days’ notice to be given only where consumers’ rights could be impacted by a proposed change.
- h. Sure requests that the notice period for Sure to withdraw from the market be reduced from 3 years to 12 months.
- i. Sure considers that the provisions of its licence that require the provision of separated accounts should be removed or modified to reflect the fact that no obligation currently exists.
- j. Sure considers that the definition of MVNO should be amended, since it is not broad enough to encompass all types of MVNO.<sup>23</sup>

## JT

- 4.31 JT made a number of observations in relation to the provisions of the proposed combined licence.

## Clear Mobitel

- 4.32 Clear Mobitel made observations in relation to the definition of Licensed Telecommunications Network and Licensed Telecommunications Services used in the proposed combined licence.

## GCRA Assessment

- 4.33 In respect of points b., d., e., g., h., i. and j, as the GCRA has stated above at paragraph **Error! Reference source not found.**, it has brought forward for consideration a limited number of licence modifications that are straightforward and can be put in place within a relatively short timeframe. It intends to carry out a further piece of work on licence modification in 2025 at which time any additional matters raised by licensees, such as those put forward by Sure and set out in points b., d., e., g., h., i., and j., can be addressed. Therefore, the GCRA will not take forward these suggested changes now.

<sup>22</sup> Licence Condition 2.11 – 2.18 of Sure’s Fixed Licence.

<sup>23</sup> As currently drafted, an MVNO is defined as an organisation operating a physical network infrastructure. Sure points out that not all MVNOs (so-called “skinny” or “light” MNVOs) will operate a physical network infrastructure.

- 4.34 Points c. and f. relate to the proposed combined licence, which the GCRA is not taking forward at this time. Those points are therefore not considered further here.
- 4.35 As regards point a., the GCRA notes that the objection put forward by Sure is phrased in general terms and does not identify any specific points of conflict between the proposed definition of FTTP and the Guidance produced by the GCRA. Sure is therefore invited to identify, in its response to this Proposed Licence Modification Decision, specifically how a conflict would arise.
- 4.36 The points raised by JT and Clear Mobitel relate to the proposed combined licence, which the GCRA is not taking forward at this time. Those points are therefore not considered further here.
- 4.37 The proposed changes to each licence are set out at Annex A.

## 5. Proposed modification decision and next steps

### 5.1 The GCRA hereby:

- c) gives notice to 5<sup>th</sup> Dimension (Guernsey) Ltd, BT Jersey Ltd (Guernsey), Business Telecom Limited, Clear Mobitel Guernsey Ltd, Flo Connect Ltd, Gamma Telecom Holdings Ltd (Guernsey), JT (Guernsey) Ltd, Richard Bird t/a Links Communications, Logicalis Guernsey Ltd, Starlink Internet Services Limited, Sure (Guernsey) Limited of its proposed decision to modify their licences as set out in Annex 1 to this proposed licence modification,
- d) gives notice to the public of the above proposed licence modification,
- e) requests any written objections or representations from any interested party to this proposed licence modification and its terms as set out in Annex 1, before 5pm on Tuesday 4 March 2025 in the manner and to the address indicated below.
- f) Responses can be submitted by email to [info@gcra.gg](mailto:info@gcra.gg) or alternatively in writing to:

GCRA, Suite 4, 1st Floor,

La Plaiderie Chambers, La Plaiderie,

St Peter Port, GY1 1WG

- 5.2 All written comments should be clearly marked 'Matter T1687G : Proposed Licence Modification'. The GCRA's normal practice is to publish responses on its website. If any part of a response is considered to be commercially confidential, it should be clearly marked (by highlighting the confidential sections in yellow) when the response is submitted.

- 5.3 The proposed licence modification and the reasons for it have been notified to holders of those licences to which the proposed modifications related. It will also be published on the GCRA website and in *La Gazette Officielle* for any public comment and/or objection.

## Annex A

The proposed licence changes are as follows.

7. Change to the following mobile licence provisions of JT and Sure.

New definition of Mobile Telecommunications Services (Condition 1.1)	<b>"Mobile Telecommunications Services":</b> means services (other than satellite services) the provision of which consists, wholly or partly, in the establishment of radiocommunications to Users, which makes use wholly or partly of a Mobile Telecommunications Network and which has the characteristics of a pan-European, cellular, digital, land based, mobile telephony service compatible with the European standards. These services may be provided in the bands specified in Schedule 1A of this Licence in accordance with the Wireless Telegraphy Act and the ETSI technical specifications.		
Insert Schedule 1A	<p>The Licensee may use spectrum within the frequency range set out in the <b>table</b> below (<b>Spectrum</b>) for the provision of Licensed Telecommunications Services within the Bailiwick of Guernsey, provided that the Licensee holds a licence issued by Ofcom for the use of that Spectrum:</p> <div><table><tr><th>Frequencies</th></tr><tr><td></td></tr></table></div>	Frequencies	
Frequencies			

8. Remove the 4G commitments (Licence Conditions 16A and 16B and Schedules 2 and 3) from JT's Mobile Licence.
9. Modify the "Price Regulated Services" clause in each Mobile Licence as follows:

<p>X.6 Where the Licensee intends to introduce a new Price for any Licensed Telecommunications Services it provides or intends to introduce, it shall publish that Price on the day of its coming into effect. The Licensee shall provide full details of the new Price to the GCRA.</p> <p>X.7 In this Condition [X] the term "<b>Price</b>" includes discounts to a published price and/or special offers and/or the provision of additional goods or services by the Licensee to a Subscriber.</p> <p>X.8 All Prices shall be transparent, non-discriminatory and objectively justifiable.</p> <p>X.9 The GCRA may by direction determine the maximum level of charges the Licensee may apply for Licensed Telecommunications Services within a Relevant Market in which the Licensee has been found to be dominant. A determination may:</p>	
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- (d) provide for the overall limit to apply to such Licensed Telecommunications Services or categories of Licensed Telecommunications Services or any combination of Licensed Telecommunications Services; or
- (e) restrict increases in any such charges or to require reductions in them whether by reference to any formula or otherwise; or
- (f) provide for different limits to apply in relation to different periods of time falling within the periods to which any determination applies.

X.10 If the GCRA, after consulting the Licensee and such other persons as it may determine, is satisfied that any price is in breach of the Regulation Law, the Telecommunications Law or this Licence, the GCRA may, by issuing a direction, require the Licensee to bring that price into conformity with the Laws and/or the requirements of this Licence.

#### 10. Modify the “Price Regulated Services” clause in each Fixed Licence as follows:

X.8 Where the Licensee intends to introduce a new Price for any Licensed Telecommunications Services it provides or intends to introduce, it shall publish that Price at least twenty one (21) days for fixed retail products and services and thirty (30) days for fixed wholesale products and services prior to their coming into effect or otherwise as required by law. The Licensee shall provide full details of the new Price to the GCRA.

X.9 In this Condition [X] the term “**Price**” includes discounts to a published price and/or special offers and/or the provision of additional goods or services by the Licensee to a Subscriber.

X.10 All Prices shall be transparent, non-discriminatory and objectively justifiable.

X.11 The GCRA may by direction determine the maximum level of charges the Licensee may apply for Licensed Telecommunications Services within a Relevant Market in which the Licensee has been found to be dominant. A determination may:

- a) provide for the overall limit to apply to such Licensed Telecommunications Services or categories of Licensed Telecommunications Services or any combination of Licensed Telecommunications Services; or
- b) restrict increases in any such charges or to require reductions in them whether by reference to any formula or otherwise; or
- c) provide for different limits to apply in relation to different periods of time falling within the periods to which any determination applies.

X.12 If the GCRA, **after** consulting the Licensee and such other persons as it may determine, is satisfied that any **price** is in breach of the Regulation Law, the Telecommunications Law or this Licence, **the** GCRA may, by issuing a direction, require the Licensee to bring that price into conformity with the Laws and/or the requirements of this Licence.

X.13 The GCRA may, **after** consulting the Licensee and such other persons as it may determine, and for specific services only, replace the obligation in Condition **Error! Reference source not found.** to publish changes at least 21 or 30 days in advance of their coming into force with an obligation to notify the GCRA on the day of the changes coming into force and to put the notification prominently on its website.

X.14 In this Condition [X] the term “**day**” means a calendar day.

11. Modify Fixed Licences as follows:

Condition	Proposed change	Reason for change
Definitions and Interpretation	<p>Insert definition of "Access"</p> <p><b>"Access":</b> means such facilities and services as may be necessary to obtain or facilitate the obtaining of access to telecommunications networks, telecommunications equipment, network termination points and associated facilities for the purposes of the provision of Mobile Telecommunications Services.</p>	Completeness - consistency with definition contained in Telecoms Law
	<p>Insert definition of "Associated Facilities"</p> <p><b>"Associated Facilities":</b> means those descriptions of classes of telecommunications equipment which are designated as associated facilities by the Authority from time to time and which include, but are not limited to, housing, masts and electricity supply.</p>	Completeness - consistency with definition contained in Telecoms Law
	<p>Insert definition of "Authority"</p> <p><b>"Authority":</b> means the Guernsey Competition and Regulatory Authority.</p>	Definition missing from existing licences
	<p>Insert definition of "Bailiwick"</p> <p><b>"Bailiwick":</b> means the Bailiwick of Guernsey.</p>	Definition missing from existing licences
	<p>Amend definition of "Conditions"</p> <p>Conditions means Conditions <del>1 through 31 of this Licence</del> <b>4</b> included</p>	Simplification and removes need to update licence should extra

	in this Licence as may be amended, revoked or added to by the GCRA from time to time	conditions be added. Consistency with mobile licences.
	<p>Stylistic amendment to definition of "Copper Line"</p> <p><del>"Copper Line" is where a telecommunication network is connected to any network termination point (with customer premises equipment) by way of</del></p> <p><b>"Copper Line"</b> means a copper line, which is independently powered from the street cabinet or local exchange and not dependent on mains power at the relevant premises to <del>power</del> transmit analogue voice communication <del>down that copper line, connecting a telecommunication network to any network termination point (with customer premises equipment).</del></p>	Consistency with drafting style used in other definitions
	<p>Insert definition of "Customer Premises Equipment"</p> <p><b>"Customer Premises Equipment":</b> means telecommunications apparatus located at a user's premises and connected to a telecommunications network at a network termination point.</p>	Completeness - consistency with definition contained in Telecoms Law
	<p>Insert definition of "Dominant Position"</p> <p><b>"Dominant position":</b> in relation to a relevant market, shall be construed as it would be in the United Kingdom under the Competition Act 1998, but with the substitution, where appropriate, of references to the</p>	Clarify that "Dominant Position" is a defined term in the Telecoms Law and the Utilities Law and that that definition applies to the licence

	<p>Bailiwick for references to the United Kingdom.</p> <p>FN: The Telecommunications (Bailiwick of Guernsey) Law, 2001, s.31(1); The Regulation of Utilities (Bailiwick of Guernsey) Law, 2001, s.22(1).</p>	
	<p>Stylistic amendment to definition of “FTTP”</p> <p>“<b>FTTP</b>” (or “Fibre to the Premises”): <del>is where means the transmission of communications down an optical fibre cable which connects a telecommunication network is connected to any a network termination point (with customer premises equipment) by way of an optical fibre cable (rather than a copper line) and communication down that optical fibre would be and which is dependent on an ongoing power supply from the mains at the relevant premises in the absence of a battery back-up unit or other uninterrupted power source to function.</del></p>	Consistency with drafting style used in other definitions
	<p>Stylistic amendment to definition of “FTTP Fibre”</p> <p>“FTTP Fibre <del>is</del>”: means the optical fibre cable referred to in the definition of FTTP.</p>	Consistency with drafting style used in other definitions
	<p>Stylistic amendment to definition of “FTTP” Voice</p> <p>“FTTP Voice <del>is</del>”: means voice communication provided as a Telecommunications Service by any telecommunications licensee to any</p>	Consistency with drafting style used in other definitions

	User at Residential Premises and which utilises FTTP Fibre wholly or partially, whether this voice service is provided alone or combined with broadband services, but excludes a purely broadband service (without voice) provided by any such licensee and also excludes any over the top application (other than those provided by a licensee) which provides voice services over broadband.	
	Insert definition of GCRA  "GCRA": means the Guernsey Competition and Regulatory Authority.	Definition missing from existing licences
	Insert definition of "Interconnection"  "Interconnection": means the physical and logical linking of telecommunications networks used by the same or a different organisation in order to allow the users of one organisation to communicate with the users of the same or another organisation or to access services provided by another organisation; and services may be provided by the parties involved or other parties who have access to the network.	Completeness - consistency with definition contained in the Telecoms Law
	Amend definition of "Licence"  "Licence": means this licence <del>to provide the Licensed Telecommunications Services and to establish, operate and maintain the Licensed Telecommunications Network, subject to the Conditions</del>	Simplification – unnecessary to describe the function of the Licence in the definition

	<p>Amend definition of “Licensed Telecommunication Network”</p> <p>“Licensed Telecommunications Network”: means the Fixed Telecommunications Network <del>{other than the Licensed Mobile Telecommunications Network}</del> which the Licensee is authorised to establish, operate and maintain in the Bailiwick for the purposes of providing the Licensed Telecommunications Services <del>{other than Licensed Mobile Telecommunications Services}</del>.</p>	<p>Accuracy and clarity – remove references to Licensed Mobile Telecommunications Network</p>
	<p>Amend definition of “Licensed Telecommunications Services”</p> <p>“Licensed Telecommunications Services”: means the provision, by the Licensee, as authorised by this Licence, of Fixed Telecommunications Services to third parties using the Licensed Telecommunications Network.</p>	<p>Accuracy and clarity – remove references to Licensed Mobile Telecommunications Services</p>
	<p>Remove definition of “Licensed Mobile Telecommunications Services”</p>	<p>Does not appear in the licence other than in the definition.</p>
	<p>Insert definition of “Network Termination Point”</p> <p><b>“Network Termination Point”:</b> means any physical point of connection forming part of a telecommunications network at which another telecommunications network or customer premises equipment may be attached.</p>	<p>Completeness - consistency with definition contained in the Telecoms Law.</p>
	<p>Replace definition of “Numbers” with</p>	<p>Uniform definition across all licences.</p>

	<p><b>"Numbers"</b> means the formats of codes and subscriber numbers for routing telecommunications services to a network termination point, user, telecommunications equipment or customer premises equipment in the Bailiwick, which formats are allocated by the GCRA or by Ofcom.</p>	
	<p>Insert definition of "Ofcom"</p> <p><b>"Ofcom"</b>: means the Office of Communications, the UK communications regulator that regulates the TV and radio sectors, fixed line and mobile telecommunications operators, and the airwaves over which wireless devices operate.</p>	Definition missing from existing licence
	<p>Stylistic amendment to definition of "Public Emergency Call Service"</p> <p><b>"Public Emergency Call Service"</b>: <del>is</del> means a <del>Telecommunications Service</del> telecommunications service that enables a User at any time and without incurring any charge or using any coin or token, to communicate with the police, the ambulance or fire services or the maritime search and rescue services and to notify them of an emergency by using customer premises equipment lawfully connected to the Licensed <del>Telecommunications</del> Network at any place in the Bailiwick.</p>	Consistency with drafting style using in other definitions
	<p>Stylistic amendment to definition of "Residential Premises"</p> <p><b>"Residential Premises"</b> <del>is</del> means</p>	Consistency with drafting style used in other definitions

	<p>Amend definition of “Subscriber”</p> <p>“Subscriber”: means a legal or natural person who has a contract with the licensee to receive Licensed <b>Telecommunications</b> Services. For the avoidance of doubt a subscriber does not include users of pre-paid services.</p>	<p>Accuracy – replace “Licensed Services” with “Licensed Telecommunications Services”</p>
2.7 (Definition of “Control”)	<p>Remove references to “he” in subparagraphs (a), (b) and (c)</p> <p><del>“He or</del> they”</p>	<p>Accuracy</p>
2.8	<p>Update reference to Companies (Guernsey) Law from 1994 to 2008</p>	<p>Law change</p>
Provision of Information	<p>Delete Condition 4.2:</p> <p><del>The Licensee shall, within 90 days of the Licence Commencement Date, provide the GCRA with a comprehensive report on its use of the radio frequency spectrum, and the anticipated future use, and provide updates on the report as requested by the GCRA from time to time.</del></p>	<p>Redundant and/or dealt with in other licence conditions</p>
Integrity of the Network	<p>The Licensee shall take all reasonable steps to ensure the integrity of <del>the network</del> its <b>Licensed Telecommunications Network</b> and may refuse to provide the Licensed Telecommunications Services which it is obliged to provided in accordance with Condition 12 of this Licence to a particular User if providing those Licensed <b>Telecommunications</b> Services would or would be likely to cause damage or interference to the Licensed Telecommunications Network or Licensed Telecommunications</p>	<p>Consequential amendments and accuracy</p>

	<p>Services.</p> <p>In the event of a dispute arising as to the application of <del>this condition</del> Condition [X] the licensee shall provide details with regard to its proposed action and the GCRA shall issue a determination on the matter.</p>	
Matters of Interest to the Bailiwick	<p>Replace “Message” with “message”</p> <p>Update reference to Interception of Communications (Bailiwick of Guernsey) Law from 1997 to 2003</p>	<p>“Message” is not a defined term</p> <p>Law change</p>
Term and Renewal	<p>Replace “him” with “it”</p> <p>“subject to the Licensee providing all necessary information to the GCRA to enable <del>him</del> it to make the notification within the required time.”</p>	Director General replaced by GCRA
Public Emergency Call Services	<p>Amendment of sub-condition 1</p> <p>Where, under this Licence, the Licensee provides Fixed Telecommunication Services using Copper Lines, the Licensee shall provide a Public Emergency Call Service <del>over those Copper Lines.</del></p>	Clarity and accuracy
Consumer Protection	In sub-condition 1(a), removal of the words “filed with the GCRA”	Redundant
	Insertion of wording in sub-condition 2: “The GCRA may consider in particular whether terms and conditions are easy to understand, transparent and accessible.”	Mirroring of wording used in mobile licences.
	In sub-condition 5, replace “it” with “the Authority”	Clarity

	“The GCRA may from time to time issue directions to the Licensee specifying and modifications or additions that <del>it</del> the Authority considers should be made to the Consumer Code.”	
	In sub-condition 5, make “Consumer Code” a defined term and make consequential amendments	Accuracy
	Replacement in sub-condition 6(a) of “members of the public” with “Users and Subscribers”	Clarity
	Move obligations contained in sub-condition 13 relating to Fixed Term Contracts to a new licence condition entitled “Fixed Term Contracts”. [Business Telecom only.]	Clarity
Radio Frequency Spectrum	In sub-condition 2, replace “it” with “the Authority”  The Licensee shall if so directed by the GCRA in writing where <del>it</del> the Authority believes that an emergency exists	Clarity
	[Business Telecom only]  Replace “Director” with “GCRA” and “he” with “it”.	GCRA has replaced Director General
Access to Facilities	In sub-condition 2, insert the words “in accordance with Condition [ ]”  In the absence of agreement between the parties in accordance with Condition [ ]	Clarity/accuracy
Linked Sales	[Starlink; Richard Bird; Gamma]  In sub-condition 1, replace “him” with “it”	Accuracy –GCRA has replaced the Director General

12. Modify Mobile Licences as follows:

Condition	Proposed change	Reason for change
Condition 1 (Definitions and Interpretation)	<p>Insert definition of "Access"</p> <p><b>"Access":</b> means such facilities and services as may be necessary to obtain or facilitate the obtaining of access to telecommunications networks, telecommunications equipment, network termination points and associated facilities for the purposes of the provision of Mobile Telecommunications Services.</p>	Completeness - consistency with definition contained in Telecoms Law
	<p>Insert definition of "Associated Facilities"</p> <p><b>"Associated Facilities":</b> means those descriptions of classes of telecommunications equipment which are designated as associated facilities by the Authority from time to time and which include, but are not limited to, housing, masts and electricity supply.</p>	Completeness - consistency with definition contained in Telecoms Law
	<p>Insert definition of "Authority"</p> <p><b>"Authority":</b> means the Guernsey Competition and Regulatory Authority.</p>	Definition missing from existing licences
	<p>Insert definition of "Bailiwick"</p> <p><b>"Bailiwick":</b> means the Bailiwick of Guernsey.</p>	Definition missing from existing licences
	<p>Insert definition of "Dominant position"</p>	Clarify that "Dominant position" is a defined term in the Telecoms Law

	<p><b>“Dominant position”:</b> in relation to a relevant market, shall be construed as it would be in the United Kingdom under the Competition Act 1998, but with the substitution, where appropriate, of references to the Bailiwick for references to the United Kingdom.</p> <p>FN: The Telecommunications (Bailiwick of Guernsey) Law, 2001, s.31(1); The Regulation of Utilities (Bailiwick of Guernsey) Law, 2001, s.22(1).</p>	and the Utilities Law and that that definition applies to the licence
	<p>Insert definition of “ETSI”</p> <p><b>"ETSI":</b> means the European Telecommunications Standards Institute.</p>	Definition missing from existing licences
	<p>Insert definition of “Interconnection”</p> <p><b>“Interconnection”:</b> means the physical and logical linking of the <del>telecommunications systems of two person who, for</del> telecommunications networks used by the same or a different organisation in order to allow the <del>time being, have the benefit of a</del> <del>Glass or Individual Licence granted under Part I of the Telecommunications Law and one of whom may be the</del> <del>Licensee; and this for the purpose of allowing the Users</del> users of one organisation to communicate with the <del>Users</del> users of the same or another</p>	Completeness - consistency with definition contained in the Telecoms Law

	organisation or to access services provided by another organisation: and services may be provided by the parties involved or other parties who have <del>Access</del> access to the network.	
	Amend definition of "Licence"  "Licence": means this licence <del>to provide Licensed Mobile Telecommunications Services and to establish, operate and maintain a Licensed Mobile Telecommunications Network, subject to the Conditions</del>	Simplification – unnecessary to describe the function of the Licence in the definition
	Amend definition of "Licensed Mobile Telecommunications Network"  "Licensed Mobile Telecommunications Network": means a mobile network infrastructure constructed in accordance with the standards described below and used for the purpose of providing Licensed Mobile Telecommunications Services in accordance with this Licence; the applicable standards are: e) any relevant compulsory standards and/or specifications as are listed in the Official Journal of the European <del>Communities</del> Union for the provision of services, technical interfaces and/or network functions pursuant to Article <del>17</del> 39 of the Framework Directive (EU) 2018/1972. <sup>FN</sup> Where no compulsory standards or specifications have been so published, the <del>Communications — Provider</del>	<ul style="list-style-type: none"> <li>• Replace reference to Article 17 of Framework Directive with reference to Article 39 of Directive (EU) 2018/1972 because Framework Directive no longer in force – replaced by Directive (EU) 2018/1972</li> <li>• Replace "Communications Provider" with "Licensee" (consistency – "Communications Provider" not a defined term).</li> <li>• Replace "International Telecommunications Union" with "ITU" – ITU is a defined term</li> </ul>

	<p><b>Licensee</b> shall take full account of any relevant voluntary standards and/or specifications so published, and any relevant standards and/or specifications adopted by the European Standards Organisations.</p> <p>f) in the absence of such standards and/or specifications referred to in paragraph a) above, international standards or recommendations adopted by the <b>International Telecommunications—Union ITU</b>, the European Conference of Postal and Telecommunications Administrations (CEPT)', the International Organisation for Standardisation (ISO) and the International Electrotechnical Committee (IEC).</p> <p>g) in the absence of such standards and/or specifications referred to in paragraphs a) and b) above, any other standard specified by the GCRA in a direction, provided that the GCRA shall not make such a direction if an appropriate European or other international standard is expected to be promulgated within a reasonable time.</p> <p>h) in any case, a standard specified by the GCRA for the purpose of enabling an Interconnection and, generally, interoperability as long as this standard does not do more than to require compliance with a relevant standard in existence as referred to in paragraphs a) to c) above.</p>	
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	<p>FN: Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communication Code, OJ L 321, 17/12/2018, P. 36-214.</p>	
	<p>Insert definition of “Network Termination Point”</p> <p><b>“Network Termination Point”:</b> means any physical point of connection forming part of a telecommunications network at which another telecommunications network or customer premises equipment may be attached.</p>	<p>Completeness - consistency with definition contained in the Telecoms Law</p>
	<p><b>“Numbers”</b> means the formats of codes and subscriber numbers for routing telecommunications services to a Network Termination Point, User, telecommunications equipment or Customer Premises Equipment in the Bailiwick, which formats are allocated by the GCRA or by Ofcom.</p>	<p>Consistency across licences</p>
	<p>Insert definition of “Public Emergency Call Service”</p> <p><b>“Public Emergency Call Service”:</b> means a telecommunications service that enables a User at any time and without incurring any charge or using any coin or token, to communicate with the police, the ambulance or fire services or the maritime search and rescue services and to notify them of an emergency by using customer premises equipment lawfully connected to the Licensed</p>	<p>Definition missing from existing licence</p>

	Telecommunications Network at any place in the Bailiwick.	
Condition 2.7 (Scope of the Licence)	Remove references to “he” in subparagraphs (a), (b) and (c)  “ <del>He</del> or they”	Clarity
Condition 2.8 (Scope of the Licence)	In sub-condition (a), update reference to Companies (Guernsey) Law from 1994 to 2008	Law change
	In sub-condition (b), remove capitalisation of term “body corporate”	Not a defined term
	In sub-condition (c), remove capitalisation of term “body corporate”	Not a defined term
Condition 9.1 (Integrity of the Network)	<p>Replace “this condition” with “this Condition 9.1”</p> <p>9.2 If a Licensee refuses to provide Licensed Telecommunications Services because providing those Licensed Mobile Telecommunications Services would or would be likely to cause damage or interference to Licensed Telecommunications Networks or Licensed Mobile Telecommunications Networks or Licensed Telecommunications Services or Licensed Mobile Telecommunications Services, and in the event of a dispute arising as to this refusal, the Licensee shall provide details with regard to its proposed action and the GCRA shall issue a determination on the matter</p>	Accuracy

	<b>under this Condition 9.1.</b>	
Condition 13 (Public Emergency Call Services)	In sub-condition 1, remove capitalisation of “telecommunications service”	Not a defined term
Condition 15 (Consumer Protection)	In sub-condition 2, replace “He would” with “The GCRA may”	Accuracy - reflects replacement of Director General with GCRA
	In sub-condition 3, remove capitalisation of “message”	Not a defined term
	In sub-condition 6(a), replace “members of the public” with “Users and Subscribers”	Accuracy
	In sub-condition 10(d), replace “Director” with “GCRA”	Accuracy - reflects replacement of Director General with GCRA
Condition 20 (Access to Facilities)	In sub-condition 1, insert the words “Mobile Telecommunications Network” before the word “infrastructure”	Clarity and accuracy
	Insert new sub-condition 4 <b>“In the absence of agreement between the parties in accordance with Condition 20.3, the terms of Access including time limits for completion of any agreement shall be determined by the GCRA.”</b>	Consistency with fixed licence provisions
Condition 21 (Interconnection)	In sub-condition 1(b), replace “the Licenced Mobile Telecommunications Network” with “its Licenced Mobile Telecommunications Network”	Clarity and accuracy
Condition 23 (Application of Conditions)	Remove capitalisation of “position”	Consistency with Telecoms Law
	Replace “he” with “it”	Accuracy – Director General replaced by GCRA

Condition 31 (Mobile Virtual Network Operators)	<p>In sub-condition 1, insert definition of "Mobile Reference Offer"</p> <p>31.2 Without prejudice to the power of the GCRA to direct the publication of a Reference Offer at any time, in the event that the Licensee is the only licensed mobile telecommunications operator in the Bailiwick it shall publish a Reference Offer for MVNO Access (<b>"MVNO Reference Offer"</b>).</p>	Accuracy and clarity
	<p>In sub-condition 4, replace "The Licensee shall not be required to enter into an MVNO Access agreement or provide MVNO services" with <b>"The Licensee shall not be required to enter into an agreement with an Other Licensed Operator to allow MVNO Access ("MVNO Access Agreement") or to provide MVNO Services"</b></p>	Accuracy