



Case T1712G

Genesis AV Telecommunications Licence

Proposed Decision

Date: 23 May 2025
Guernsey Competition & Regulatory Authority
Suite 4, 1st Floor,
La Plaiderie Chambers, La Plaiderie,
St Peter Port,
Guernsey, GY1 1WG
www.gcra.gg

1. The Guernsey Competition and Regulatory Authority (**GCRA**) gives notice pursuant to section 4(1) of the Telecommunications (Bailiwick of Guernsey) Law, 2001 (**Telecoms Law**) that it proposes to issue a telecommunication licence to Base Limited (trading as Genesis AV) (**Proposed Licence**). A copy of the proposed licence is attached.
2. The GCRA invites interested parties to submit any written representations in respect of the Proposed Licence by e-mail to info@gcra.gg. The deadline for submitting written representations is 5 p.m. 14 days from the date of publication of this notice.
3. If no written responses are received, the licence will be issued on 3 June 2025.

ENDS



Licence issued to

Base Limited t/a Genesis AV

Under Part 1, Section 2

THE TELECOMMUNICATIONS (BAILIWICK OF GUERNSEY) LAW, 2001

The Guernsey Competition and Regulatory Authority ("GCRA"), in exercise of the powers conferred on it by the Regulation of Utilities (Bailiwick of Guernsey) Law, 2001, grants to the Licensee a Licence to establish, operate and maintain the Licensed Telecommunications Network and provide the Licensed Telecommunications Services (as these terms are defined in the Conditions of this Licence), within, to and from the Bailiwick and subject to the Conditions, all lawful directions of the GCRA and all applicable laws, rules, regulations and Ordinances of the States of Guernsey.

DATED:

SIGNED ON BEHALF OF THE GUERNSEY COMPETITION AND REGULATORY AUTHORITY BY:

Michael Byrne
GCRA Chief Executive

CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 A word or expression that is used in the Licence and the Conditions and is also used in the Telecommunications (Bailiwick of Guernsey) Law 2001 or the Regulation of Utilities (Bailiwick of Guernsey) Law 2001, has, except where the context otherwise requires, the same meaning in the Licence and the Conditions that it has in the relevant Law. In addition, the expressions set out below have the meanings given to them below:

“Access”: 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 Telecommunications Services.

“Associated Facilities”: 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.

“Authority”: means the Guernsey Competition and Regulatory Authority.

“Bailiwick”: means the Bailiwick of Guernsey.

“Conditions”: means the conditions included in this Licence, as may be amended, revoked or added to by the GCRA from time to time.

“Copper Line”: 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 transmit analogue voice communication, connecting a telecommunications network to any network termination point (with customer premises equipment).

“Customer Premises Equipment”: means telecommunications apparatus located at a user’s premises and connected to a telecommunications network at a network termination point.

“Directory Information Services”: means services offering information concerning the name, Number, address, customer type and directory type in respect of customers who have been provided with telecommunications directories and/or services relating to directory information.

“Dominant position”: 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.¹

“ETSI”: means the European Telecommunications Standards Institute.

“Fixed Telecommunications Network”: means a fixed network infrastructure used for the purposes of providing Fixed Telecommunications Services.

“Fixed Telecommunications Services”: means telecommunications services provided via a Fixed Telecommunications Network.

¹ The Telecommunications (Bailiwick of Guernsey) Law, 2001, s.31(1); The Regulation of Utilities (Bailiwick of Guernsey) Law, 2001, s.22(1).

“FTTP” or “Fibre To The Premises”: means the transmission of communications down an optical fibre cable which connects a telecommunication network to a network termination point (with customer premises equipment) and which is dependent on mains power, battery back-up unit or other uninterrupted power source to function.

“FTTP Fibre”: means the optical fibre cable referred to in the definition of FTTP.

“FTTP Voice”: means voice communication provided as a Telecommunications Service by any telecommunications licensee to any User at Residential Premises and which utilises an 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.

“GCRA”: means the Guernsey Competition and Regulatory Authority.

“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.

“ITU”: means the International Telecommunications Union.

“Licence”: means this licence.

“Licence Commencement Date”: means the date on which this Licence is signed by the GCRA Chief Executive.

“Licence Fee”: means the fee prescribed by the GCRA under sections 3(3) and 6 of the Telecommunications Law and payable by the Licensee.

“Licensed Telecommunication Network”: means the Telecommunications Network which the Licensee is authorised by this Licence to establish, operate and maintain in the Bailiwick for the purposes of providing the Licensed Telecommunications Services.

“Licensed Telecommunications Services”: means the provision by the Licensee, as authorised by this Licence, of Telecommunication Services to third parties using the Licensed Telecommunications Network.

“Mobile Telecommunications Network”: means a mobile network infrastructure constructed in accordance with the standards described below and used for the purpose of providing Mobile Telecommunications Services. The applicable standards are:²

- a) any relevant standards and/or specifications as are listed in the Official Journal of the European Union for the provision of services, technical interfaces and/or network functions pursuant to Article 39 of Directive (EU) 2018/1972.³ Where no standards or specifications have been so published, the Licensee shall take full account of any

² Changes effected by CICRA 15/12 of 27 March 2015

³ 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.

relevant voluntary standards and/or specifications so published, and any relevant standards and/or specifications adopted by the European Standards Organisations.

- b) in the absence of such standards and/or specifications referred to in paragraph a) above, international standards or recommendations adopted by the ITU, the European Conference of Postal and Telecommunications Administrations (CEPT)', the International Organisation for Standardisation (ISO) and the International Electrotechnical Committee (IEC).
- 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.
- 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.

"Mobile Telecommunications Services": 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.

"Licensee": means the holder of this Licence.

"Local Call": means a call that both originates and terminates within the Bailiwick and does not include calls to or from termination equipment being used for the purpose of roaming on a Licensed Telecommunications Network.

"Mobile Network Code": means the code assigned to identify a mobile network operator in a specific country.

"MVNO" or "Mobile Virtual Network Operator": means an organisation offering mobile telecommunications services to retail customers which operates under a wholesale arrangement with a licensed mobile network operator in Guernsey and which does not itself own or operate any part of the core mobile network infrastructure.

"Network Termination Point": means any physical point of connection forming part of a telecommunications network at which another telecommunications network or customer premises equipment may be attached.

"Numbers": 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.

"Number Portability": means a service enabling a Subscriber or a User to retain their Number when transferring their customer from the Licensee to an Other Licensed Operator within the Bailiwick or vice versa.

"Ofcom": 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.

"Other Licensed Operator": means any person who, for the time being, has the benefit of a class or individual Licence granted under Part I of the Telecommunications Law.

"Public Emergency Call Service": 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 or terminal equipment lawfully connected to the Licensed Telecommunications Network at any place in the Bailiwick.

"Public Pay Telephone": means a telephone which is available to the general public for the use of Fixed Telecommunications Services, the means of payment for which is coins, cards or other tokens.

"Regulation Law": means the Regulation of Utilities (Bailiwick of Guernsey) Law, 2001.

"Residential Premises": means any premises where natural persons normally reside, even if a business is also conducted from it, provided that it is not used solely as a business premises.

"SIM Card": means the card that securely stores a Subscriber or a User identification module used to identify Users on mobile telephony devices such as mobile phones or computers.

"Subscriber": means a legal or natural person who has a contract with the Licensee to receive Licensed Telecommunications Services. For the avoidance of doubt a subscriber does not include users of pre-paid services.

"Telecommunications Law": means the Telecommunications (Bailiwick of Guernsey) Law, 2001.

"Telecommunications Network": means a Fixed Telecommunications Network and/or a Mobile Telecommunications Network.

"Telecommunications Services": means Fixed Telecommunications Services and/or Mobile Telecommunications Services.

"Term": means, subject to Condition 11:

- (a) in respect of the provision of Fixed Telecommunications Services, a period of fifteen years from [INSERT DATE HERE],
- (b) in respect of the provision of Mobile Telecommunications Services, an indefinite period.

"Universal Service": means a telecommunications service, the scope of which is specified by a States' Direction.

"Universal Service Obligation": means the provision by a Licensed Operator pursuant to a direction issued by the GCRA of the Universal Service set out in the States Direction issued in accordance with section 3(1)(c) of the Regulation Law as amended, modified or replaced from

time to time.

"User": means a consumer of Fixed Telecommunications Services and/or Mobile Telecommunications Services.

"Wireless Telegraphy Licence" means a licence issued in accordance with the UK Wireless Telegraphy Act, 2006.

1.2 In the Licence and these Conditions, unless the context indicates a contrary intention:

- (a) headings used for conditions, paragraphs and subparagraphs are for ease of reference only and will not affect the interpretation of the Conditions.
- (b) references to any law, rule, regulation, Ordinance or other legal instrument includes any modification, re-enactment or legislative provisions substituted for the same.
- (c) use of the word "includes" or "including" should be construed as being without limitation.
- (d) the masculine gender shall include the feminine and neuter, and the singular shall include the plural, and vice versa, and words importing persons shall include both natural and legal persons.

PART I: ESTABLISHMENT AND ENFORCEMENT

- 2.1 This Licence authorises the Licensee, in accordance with the terms of this Licence, to provide to establish, operate and maintain a Telecommunications Network in the Bailiwick of Guernsey and to provide Telecommunications Services for the Term.
- 2.2 Where the Licensee is the holder of a Wireless Telegraphy Licence, this Licence authorises the Licensee to provide Mobile Telecommunications Services in the bands specified in Annex 1 to this Licence.
- 2.3 The Licence is personal to the Licensee and the Licensee shall not:

- (a) sub-license, assign or grant any right, interest or entitlement in the Licence nor transfer the Licence to any other person; or
- (b) sell or pledge any of its assets which are necessary to provide the Licensed Telecommunications Services or establish, operate and maintain the Licensed Telecommunications Network which the Licensee is obliged to provide under this Licence, unless such assets are immediately replaced with equivalent assets,

without the prior written consent of the GCRA. The GCRA shall not unreasonably withhold consent.

This Condition 2.3 does not apply to:

- (a) a mortgage or other transaction entered into for the purpose of securing borrowings of the Licensee or an Associated Company, being borrowings for the purpose of the Licensed Telecommunications Network or the provision thereof or anything incidental thereto, or
 - (b) a transfer, assignment or other disposal of an interest in assets under an arrangement whereby the Licensee retains the use and benefit of such assets for the remainder of the useful life of such assets and for the duration of the Licence, or
 - (c) a transfer, assignment or other disposal of assets made in the ordinary course of business.
- 2.4 Subject to Condition 8 the Licensee shall notify the GCRA of the occurrence of any of the following:
- (a) any fact or event likely to materially affect the Licensee's ability to comply with any Condition including any change to the Licensed Telecommunications Network which may detrimentally affect the permanence, availability or quality of the Licensed Telecommunications Network or the Licensed Telecommunications Services;
 - (b) an insolvency-related event in respect of the Licensee or an Associated Company of the Licensee, or any preparatory steps being taken that might lead to an insolvency-related event,

immediately upon the Licensee becoming aware of the event.

- 2.5 The Licensee shall notify the GCRA:

- (a) of any proposed Change of Control of the Licensee forthwith upon the Licensee, or its Chairman, Chief Executive Officer, Chief Operating Officer or any Director becoming aware of the proposed change; and

- (b) in any event, on the occurrence of any Change of Control of the Licensee, within thirty days of that event.

2.6 On receipt of notification the GCRA may:

- (a) approve the proposed change or the change in writing;
- (b) disapprove the proposed change or the change in writing, giving reasons; or
- (c) approve the proposed change or the change subject to the Licensee accepting a modification of the Licence under Section 8 of the Telecommunications Law,

and, or in addition to any of the above measures, the GCRA may issue such directions to the Licensee or invoke any of the sanctions, penalties or remedies in the Law or the Licence as the GCRA considers necessary or appropriate.

In taking action under this section, the GCRA may have regard to whether or not the GCRA would have awarded the Licence to the Licensee had the Change of Control taken effect prior to the award.

2.7 In this Condition 2, “Control” shall mean any direct or indirect possession of any power or right that enables a person or group of persons to direct, or cause the general direction of, the management or policies of the Licensee by any means and in any event, a person or group of persons shall be deemed to Control the Licensee if:

- (a) they exercise or control or they exercise or control the exercise of fifty-one per cent or more of the votes able to be cast at general meetings of the Licensee on all, or substantially all, matters; or
- (b) they are able to appoint or remove directors holding a majority of voting rights at board meetings on all, or substantially all matters or is able to appoint or remove a majority of the governing body of the Licensee; or
- (c) they exercise or control the exercise of fifty-one per cent or more of the partnership or other ownership interests of the Licensee,

and, in each case, reference to the Licensee shall include any person or group of persons who Controls the Licensee in any of such ways, and “**Change of Control**” shall mean any change as a result of which any other person or group of persons acquires Control.

2.8 The Licensee shall comply with any other requirement in law or practice to obtain any additional consents, permissions, authorisations or licences as may be necessary for the provision of the Licensed Telecommunications Services or the establishment, operation and maintenance of the Licensed Telecommunications Network and for the exercise of its rights or discharge of its obligations under this Licence.

2.9 The Licensee shall ensure that:

- (a) its business is conducted in a manner which the GCRA is satisfied is on a normal commercial basis and at arm’s length from the business of any of its shareholders or Associated Companies.

3. LICENCE FEE

- 3.1 The Licensee shall pay the Licence Fee in the manner directed by the GCRA.
- 3.2 Without prejudice to any other remedies of the GCRA under this Licence or the Laws, if the Licensee fails to pay any amount due to the GCRA under this Condition 3 by the due date, the unpaid amount will accrue interest daily from the due date to the date of payment at three percentage points above the published base rate of the Bank of England

4. PROVISION OF INFORMATION

- 4.1 For the purpose of monitoring the Licensee's compliance with the Conditions and the Laws, the Licensee shall provide to the GCRA in the manner and at the times required by the GCRA, any documents, accounts, returns, estimates, reports or other information including but not limited to the documents, accounts, returns, estimates, reports and other information specified in this Licence.
- 4.2 The GCRA may require an examination, investigation or audit of any aspect of the Licensee's business relating to the Licensed Telecommunications Network or the Licensed Telecommunications Services or its compliance with the Conditions and the Laws, and the Licensee shall provide any assistance requested by the GCRA in relation to any such examination, investigation or audit. The GCRA may issue directions with regard to the manner in which such examination, investigation or audit is carried out.
- 4.3 In particular, the GCRA may authorise a person to carry out an examination, investigation or audit or may require the Licensee to arrange for an examination, investigation or audit of any aspect of the Licensed Telecommunications Network or the provision of the Licensed Telecommunications Services to ensure compliance with the Conditions. The Licensee shall allow the GCRA's authorised representative to attend at, enter and inspect any premises under the Licensee's or any of its Associated Companies' control, and to take copies of any documents and to acquire any information in the control of the Licensee or any of its Associated Companies, as may be required in order to carry out the examination investigation or audit.
- 4.4 The Licensee shall bear all reasonable costs associated with any examination, investigation or audit conducted under this Condition 4.

5. COMPLIANCE

In addition to the Conditions, the Licensee shall comply with:

- (a) any obligation imposed on it by the Laws or by any law, regulation, rule or Ordinance; and
- (b) any direction duly issued by the GCRA under the Laws or by any law, regulation, rule, Ordinance or this Licence.

6. MODIFICATION

The GCRA may from time to time modify, revoke or add to any condition in this licence. Any modification, revocation or addition to the Conditions shall be made in accordance with Section 8 of the Telecommunications Law and any other requirements under any applicable law.

7. ENFORCEMENT AND REVOCATION⁴

The GCRA may revoke or suspend this licence and/or impose financial penalties in accordance with the provisions and procedures set out in Sections 27 and 28 of the Telecommunications Law. In accordance with the Telecommunications Law, the GCRA may also take any action to enforce any condition of this Licence or any direction issued relating to this Licence (including, in the latter case, licence suspension/revocation and/or the imposition of financial penalties).

8. EXCEPTIONS AND LIMITATIONS ON THE LICENSEE'S OBLIGATIONS

If the Licensee is prevented from performing any of its obligations under this Licence because of force majeure:

- (a) the Licensee shall notify the GCRA of the obligations it is prevented from performing and the reason why as soon as reasonably practicable; and
- (b) the GCRA may suspend those obligations and the Licensee will not be liable to perform those obligations, for so long as the force majeure continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this Licence or other reasonable precautions and the inability cannot reasonably be circumvented by the Licensee at its expense through the use of alternate sources, work-around plans or other means.

9. INTEGRITY OF THE NETWORK

9.1 The Licensee shall take all reasonable steps to ensure the integrity of its Fixed Telecommunications Network and may refuse to provide the Fixed Telecommunications Services if providing those Fixed Telecommunications Services would or would be likely to cause damage or interference to the Fixed Telecommunications Network or Fixed Telecommunications Services.

9.2 In the event of a dispute arising as to the application of Condition 9.1, the Licensee shall provide details with regard to its proposed action and the GCRA shall determine the dispute and, where required, issue a direction on the matter under this Condition 9 .

9.3 If the Licensee refuses to provide Mobile Telecommunications Services because providing

⁴ Modified by GCRA Final Licence Modification Decision of 18 March 2022, in matter T1601G, entitled "Licence Modification: Regulatory Fining Powers".

those Mobile Telecommunications Services would or would be likely to cause damage or interference to Licensed Telecommunications Networks or Licensed 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 determine the dispute and, when required, issue a direction on the matter under this Condition 9.

10. MATTERS OF INTEREST TO THE BAILIWICK

- 10.1 The Licensee shall, in connection with its establishment, operation and maintenance of the Licensed Telecommunications Network and provision of the Licensed Telecommunications Services take reasonable steps to prevent any of them from being used in, or in relation to, the commission of offences against the laws of the Bailiwick.
- 10.2 The Licensee shall establish and maintain the capability to intercept messages transmitted over the Licensed Telecommunications Network and to provide information regarding the use of Licensed Telecommunications Services, in order to be able to meet the requirements of the Regulation of Investigatory Powers (Bailiwick of Guernsey) Law, 2003.

11. TERM AND RENEWAL

- 11.1 The Licence commences on the Licence Commencement Date and continues, subject to Licensee's compliance with the Conditions and the Laws and subject to any revocation or suspension by the GCRA:
 - (a) in respect of the provision of Fixed Telecommunications Services for a period of fifteen years from the Commencement Date,
 - (b) in respect of the provision of Mobile Telecommunications Services for an indeterminate period.
- 11.2 At any time after the eleventh anniversary but prior to the twelfth anniversary of the Licence Commencement Date, the Licensee may serve notice on the GCRA requesting a renewal of this Licence.
- 11.3 Within one hundred and eighty days of receipt of the notice under Condition 11.2, or such further period as may be agreed with the Licensee, the GCRA shall notify the Licensee whether or not the Authority agrees to a renewal of the Licence subject to the same Conditions or any modified, amended or additional Conditions, subject to the Licensee providing all necessary information to the GCRA to enable it to make the notification within the required time.

PART II: PUBLIC SERVICE CONDITIONS

12. PROVISION OF SERVICE TO THE PUBLIC

- 12.1 Where the Licensee provides Telecommunications Services under this Licence, such services shall be provided to Users generally, without discrimination and in accordance with the Conditions.
- 12.2 The Licensee shall comply with any directions issued by the GCRA requiring it to contribute to a fund which may be established to cover the net cost of the provision of the Universal Service Obligation.

13. PUBLIC EMERGENCY CALL SERVICES⁵ - FIXED

- 13.1 Where, under this Licence, the Licensee provides Fixed Telecommunications Services using Copper Lines, the Licensee shall provide a Public Emergency Call Service over those Copper Lines.
- 13.2 Where FTTP Voice is provided to any User at Residential Premises, the Licensee shall take all necessary measures to ensure the provision of a Public Emergency Call Service to those Residential Premises. The Licensee's compliance with guidelines published by the GCRA for this purpose, from time to time, will be deemed to be sufficient compliance with this obligation.
- 13.3 The Licensee shall ensure that codes 112 and 999 and other codes which may be designated as emergency access codes, are exclusively reserved for calls to emergency services.
- 13.4 During the fibre installation process and on a yearly basis thereafter, the Licensee will inform each Subscriber not served by way of a Copper Line that any Licensed Telecommunication Services (including Public Emergency Call Services) will cease to function during a power outage and indicate measures that the Subscriber can take to protect themselves against this eventuality.

14. PUBLIC EMERGENCY CALL SERVICES – MOBILE

- 14.1 The Licensee shall provide a public emergency call service, being a Mobile 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 service and to notify them of an emergency by using any terminal equipment lawfully connected to the Licensee's Mobile Telecommunications Network at any place in the Bailiwick.
- 14.2 The Licensee shall ensure that codes 112 and 999 and other codes which may be designated as emergency access codes shall be open to all terminal equipment equipped with a valid SIM Card or other equivalent identifier, where technical necessary, and are exclusively reserved for calls to emergency services.

15. DIRECTORY INFORMATION

- 15.1 The Licensee shall ensure that Users have access to Directory Information Services and Operator Assisted Services offered by any Other Licensed Operator who is obliged to provide such services.

⁵ Condition 14 replaced from 19 April 2022 by way of a GCRA Final Licence Modification Decision of 12 April 2022 in Matter T1557G, entitled "Licence Modification: Fibre to the Premises – Emergency Calls". Guidelines referred to in Condition 14.2. were finally approved under the same Decision and came into effect on the same date (19 April 2022).

15.2 The Licensee shall, at its own expense:

- (a) maintain a complete and accurate database of its Subscribers' Numbers and make the data available to Other Licensed Operators who become obliged to provide Directory Information Services (but only to facilitate the provision of Directory Information Services);
- (b) co-operate with all such Other Licensed Operators in the supply or compilation of comprehensive and accurate directory information; and
- (c) not use any directory information provided to it by any Other Licensed Operator for any purpose other than for providing Directory Information Services unless specifically authorised to do so by the Other Licensed Operator concerned

15.3 The Licensee shall comply with the any relevant legislation covering the protection of data in place and as may be amended from time to time.

16. DEVELOPMENT OF NETWORK AND SERVICES (FIXED)

16.1 The Licensee shall develop and operate the Fixed Telecommunications Network so as progressively to achieve standards in line with international best practice and in particular, the Licensee shall achieve and comply with relevant standards established by ETSI, the ITU and such other international benchmarks as GCRA may direct from time to time.

16.2 The Licensee shall comply with any directions issued by the GCRA from time to time, regarding any other quality of service indicators and measurement methods for Telecommunications Services and shall, as and when required, supply to the GCRA in a form specified by the Authority, the results of its measurements of actual performance against any quality of service indicators and measurements so specified, and the GCRA may publish or require publication of such information as the Authority considers appropriate.

17. MONITORING PERFORMANCE (MOBILE)

17.1 The Licensee shall co-operate with OLOs and the GCRA to develop a range of service quality and performance indicators in respect of Mobile Telecommunications Services that enable customers to make informed choices when selecting a mobile telecommunication service provider.

18. CONSUMER PROTECTION

18.1 The Licensee shall, in the manner and at the times specified by the GCRA, publish the standard terms and conditions, including tariffs under which it provides each category of Licensed Telecommunications Services to Subscribers and Users. In the absence of any other direction from the GCRA, the Licensee shall ensure that a current statement of all applicable terms and conditions is promptly made available for inspection at the request of any member of the public or promptly sent to them by post on request.

18.2 The GCRA may direct the Licensee to change the Licensee's standard terms and conditions from time to time. The GCRA may consider in particular whether terms and conditions are easy to understand, transparent and accessible.

18.3 The Licensee shall safeguard the privacy and confidentiality of all messages transmitted over the Licensed Telecommunications Network and the Licensed Telecommunications Services shall comply with all applicable laws from time to time regarding the protection of personal data and shall comply with any directions issued by the GCRA for the purposes of protecting the interests

of its Subscribers or Users.

- 18.4 The Licensee shall provide each of its Subscribers with an acceptable level of itemised billing for international calls, at no additional charge. On request by a Subscriber, the Licensee shall also provide itemised billing for local calls at a reasonable charge. The itemised bill produced by the Licensee shall in all cases provide sufficient detail to facilitate verification of charges incurred by the Subscriber in using the Licensed Telecommunications Services. Calls which are free of charge to the user, including calls to helplines, shall not be identified in the subscriber's itemised bill.
- 18.5 The Licensee shall within three months of the Licence Commencement Date publish an appropriate code of practice ("**Consumer Code**") for the resolution of Subscriber or User disputes, including but not limited to the non-payment of bills and disconnection. The GCRA may from time to time issue directions to the Licensee specifying any modifications or additions that the Authority considers should be made to the Consumer Code.
- 18.6 The Consumer Code shall identify a transparent, simple, inexpensive procedure in order to address, inter alia, the following:
- (a) the appointment of a representative of the Licensee to be the first point of contact for Users and Subscribers;
 - (b) a means of recording complaints against and disagreements with the Licensee;
 - (c) the procedure and time frame in which the Licensee will respond to complaints and disagreements; and
 - (d) the method and duration of retention of records of complaints and disagreements; and
 - (e) the level of any compensation that the Licensee may offer where complaints have been upheld or not satisfactorily resolved.
- 18.7 The consumer code may be amended by the Licensee from time to time, provided that the Licensee shall notify the GCRA and publish the proposed changes 28 days in advance of their coming into effect. The GCRA may under this Condition 18 issue directions to the Licensee as to the changes, including but not limited to directions not to make the changes, directions to amend the changes further or directions as to the timing of the changes.
- 18.8 The Licensee shall publish a statement setting out the minimum service levels for Users and Subscribers in respect of each category of Licensed Telecommunications Services it offers, any exceptions to these, and the compensation or refunds it will offer to Subscribers or prospective Subscribers where service levels are not met. The licensee shall also submit the statement to the GCRA.
- 18.9 The GCRA may consult publicly on a statement provided in accordance with Condition 18.8 and issue directions to the Licensee specifying any modifications or additions that the Authority considers should be made to the statement. The Licensee shall then re-publish the statement in the agreed form, in accordance with any directions as to publication made by the GCRA and shall forthwith implement the same. The GCRA may from time to time issue further directions requiring modifications or additions to the statement and as to its re-publication and implementation.
- 18.10 The Licensee shall ensure the accuracy and reliability of any systems, equipment, data or procedures which the Licensee uses to measure or to track the provision of Licensed Telecommunications Services or for the calculation of related charges.

18.11 The GCRA may require the licensee to set up, at its expense, a User Council or Councils for the specific purpose of obtaining and representing the views of customers.

19. FIXED TERM CONTRACTS⁶

19.1 The Licensee shall give a Relevant Subscriber not less than two calendar months' notice in writing of any increase to the unit price of a telecommunication service supplied under a Fixed Term Contract.

19.2 If the Licensee wishes to increase the unit price of a telecommunication service supplied under a Fixed Term Contract, it shall allow a Relevant Subscriber to terminate its contract for that telecommunication service without penalty, provided that: (i) notice is given in writing by the Relevant Subscriber to the Licensee at any time during the notice period referred to in Condition 19.1; and (ii) the Relevant Subscriber pays to the Licensee any outstanding subsidy in respect of telecommunications equipment supplied at no charge or at a discount by the Licensee under the contract.

19.3 As part of any notice referred to in Condition 19.1 the Licensee shall inform the Relevant Subscriber of (i) its ability to terminate its contract for that telecommunication service without penalty; and (ii) the amount of the outstanding telecommunications equipment subsidy referred to in Condition 19.2.

19.4 This condition shall not apply to an increase in the unit price of a telecommunication service supplied under a Fixed-Term Contract, provided that:

- a. the increase is directly referable to the introduction of, or increase in, direct taxes or other government duties or levies, and the relevant contract clearly permits the Licensee to make that increase; or
- b. the quantum of the increase in unit price and the timing of the increase are set out clearly in the relevant contract (whether as an actual amount, or by reference to a price index),

and, in each case, the provision allowing the operator to make the increase is prominently displayed in the contract.

19.5 For the purposes of this Condition 19, a "**Relevant Subscriber**" shall be a residential or domestic subscriber, or a business with fewer than 10 employees located in the Channel Islands.

19.6 For the purposes of this Condition 19, a "**Fixed Term Contract**" shall be defined as a contract involving the supply of telecommunication services by the Licensee with a term of more than 2 months.

19.7 For the avoidance of doubt, any reduction in call and/or text and/or data allowances provided to a Subscriber under a Fixed Term Contract for a telecommunication service will constitute an increase in the unit price charged to the Subscriber and thus a circumstance to which Conditions 19.1, 19.2 and 19.3 would apply. However, for mobile telephone contracts only, increases in charges for calls, texts and data not provided within an inclusive bundle shall be deemed not to be an increase in the unit price.

19.8 Where costs incurred by the Licensee in the provision of a telecommunication service increase

⁶ Inserted by CICRA 14/R27 of July 2014 and effective 1 October 2014.

significantly, and such increase was not reasonably foreseeable, then the Licensee may apply to the GCRA for, and the GCRA may grant, a waiver of the requirements of this Condition in respect of Fixed Term Contracts for that telecommunication service. The Licensee shall give a Relevant Subscriber not less than two calendar months' notice in writing of an increase to the unit price of a telecommunication service supplied under a Fixed Term Contract.

PART III: GENERAL CONDITIONS RELATING TO THE PROVISION OF TELECOMMUNICATIONS

20. NUMBERING

- 20.1 The Licensee shall use only those Numbers that are allocated to it for the purpose of terminating messages on the Licensed Telecommunications Network and shall comply with any directions concerning use and allocation which are issued by the GCRA from time to time.
- 20.2 The Licensee shall manage any Numbers allocated to it with a view to conserving Numbers as a public resource and shall maintain a record of the status of all Numbers allocated to it and on request, shall provide that information to the GCRA.
- 20.3 The Licensee shall not charge its customers for allocations of Numbers except where authorised and in accordance with any direction from the GCRA.
- 20.4 The Licensee shall comply with any directions issued by the GCRA in respect of Number Portability.

21. RADIO FREQUENCY SPECTRUM

- 21.1 Where the Licensee is the holder of a Wireless Telegraphy Licence the Licensee shall provide the Licensed Telecommunications Services in accordance with the requirements of the Wireless Telegraphy Act and Telecommunications Act.
- 21.2 The Licensee shall at all times facilitate the proper management of the radio frequency spectrum and shall ensure that the equipment and systems of the Licensee are adequate to prevent or, if necessary, eliminate interference with other authorised radio systems. The Licensee shall if so directed by the GCRA in writing where the Authority believes that an emergency exists:
 - (a) modify, in such manner as may be specified in the direction, the operating characteristics of any radio transmitting station used for the purposes of the Licensed Telecommunications Services; or
 - (b) cease operating any radio channel or radio transmitting station used for the purposes of the Licensed Telecommunications Services.
- 21.3 The Licensee shall ensure that non-ionising radiation emissions from its Licensed Telecommunications Network are within the limits specified by the guidelines published by the International Commission for Non-Ionising Radiation Protection (ICNIRP) and that it complies with any radiation emission standards adopted and published from time to time by ETSI, the European Committee for Electrotechnical Standardisation and any other standards specified by the GCRA.

22. ACCESS TO FACILITIES

- 22.1 If the Licensee operates Mobile Telecommunications Network infrastructure, it will use best endeavours to allow Other Licensed Operators to access that infrastructure. The Licensee will prepare a standard "Access to Facilities" agreement for use with Other Licensed Operators within three months of any request and a copy of the agreement will be filed with the GCRA.
- 22.2 Without prejudice to the foregoing, Access provided under Condition 22.1 shall include but not be limited to the sharing by the Licensee of telecommunications equipment and Associated Facilities such as housing, masts, electricity supply etc with Other Licensed Operators within the Bailiwick.
- 22.3 If the Licensee or the Licensee's Associated Company and any Other Licensed Operator fail to

reach agreement within sixty days in respect of a request by the Other Licensed Operator for Access and the GCRA considers that such Access is essential as being the only economically feasible means by which Fixed Telecommunications Networks or Mobile Telecommunications Networks can be installed or connected to the premises of a User or Subscriber, or over, under, in or across any public right of way or as being the only feasible means of avoiding material damage to the environment, the GCRA may direct the Licensee to allow, or to procure that the Licensee's Associated Company allows the Other Licensed Operator, Access on reasonable terms unless the GCRA determines that the Licensee or the Licensee's Associated Company concerned, alone or with any other person willing or required to do so, is unable to grant the necessary Access, or that it would otherwise be unreasonable for it to do so.

- 22.4 In the absence of agreement between the parties in accordance with Condition 22.3, the terms of Access including time limits for completion of any agreement shall be determined by the GCRA.

23. INTERCONNECTION – LICENSEE’S FIXED NETWORK

- 23.1 The Licensee shall:

- (a) have the right to Interconnect the Licensed Fixed Telecommunications Network with the Fixed Telecommunications Network or Mobile Telecommunications Network of any Other Licensed Operator that has been found to be dominant by the GCRA in the Fixed Telecommunications Network or Mobile Telecommunications Network markets as the case may be, provided the technical standards and specifications for interconnection have been complied with; and
- (b) have an obligation to negotiate interconnection to its Licensed Fixed Telecommunications Network with the Fixed Telecommunications Networks or the Mobile Telecommunications Networks of any Other Licensed Operator whose licence authorises such Interconnection.

- 23.2 Any disputes between the Licensee and any Other Licensed Operator in relation to matters arising from Condition 23.1 may be referred to the GCRA where either party has a dominant position in the relevant market and disputes so referred shall be determined in accordance with Section 10 (5) and 10(6) of the Telecommunications Law.

24. INTERCONNECTION – LICENSEE’S MOBILE NETWORK

- 24.1 The Licensee shall:

- (a) interconnect its Mobile Telecommunications Network with the Licensed Telecommunications Network of any Other Licensed Operator that is required to provide the Universal Service, provided the technical standards and specifications for Interconnection have been complied with; and
- (b) have the right to negotiate Interconnection of its Licensed Mobile Telecommunications Network with the Fixed Telecommunications Network and/or the Mobile Telecommunications Network of any Other Licensed Operators whose license authorises such Interconnection.

- 24.2 Any such Interconnection as required by Condition 24.1 shall be made directly from the Licensee’s Mobile Telecommunications Network and shall occur within the island of Guernsey.

25. CESSATION OF THE PROVISION OF THE LICENSED TELECOMMUNICATIONS SERVICES

- 25.1 If the Licensee proposes to cease to provide all or a material part of the Licensed Telecommunications Services, it shall give not less than three years notice in writing to the GCRA of the proposal and its plans in relation to the cessation of such Services. Such cessation shall be effected only with the consent of the GCRA and in accordance with any directions given by the GCRA in relation thereto and the Licensee shall comply with any such directions under Condition 25.1.
- 25.2 At any time within three years before the expiry of the Licence or if the GCRA receives a notice under Condition 25.1 or if the GCRA has made a decision pursuant to section 28 of the Telecommunications law to suspend or revoke the Licence, the GCRA may after consultation with the Licensee direct it in writing to take such steps as are specified in the direction, being steps that the Authority considers necessary or expedient to ensure the safety of the Licensed Telecommunications Services or the continuity and continuation of the provision of Licensed Telecommunications Services or any constituent parts thereof, and the Licensee shall comply with any such direction.

PART V: FAIR COMPETITION

26. FAIR COMPETITION

26.1 The Licensee shall:

- (a) not engage in any practice or enter into any arrangement that has the object or the likely effect of preventing, restricting or distorting competition in the establishment, operation and maintenance of Telecommunications Networks or the provision of Telecommunications Services in the licensed area; and
- (b) comply with any direction issued by the GCRA for the purpose of preventing any practice or arrangement that has the object or effect of preventing, restricting or distorting competition in the establishment, operation and maintenance of Telecommunications Networks or the provision of Telecommunications Services.

27. MISUSE OF DATA

27.1 The Licensee shall not make use of network or traffic data, traffic profiles or any other data of any nature which become available to it directly or indirectly as a result of entering into Interconnection arrangements or otherwise as a result of carrying messages, in any way which, in the reasonable opinion of the GCRA, would unduly prefer the interests of any business carried on by the Licensee or an Associated Company of the Licensee, or place Other Licensed Operators at an unfair disadvantage.

Schedule 1A – Licensee’s Network

The Licensee may use spectrum within the frequency range set out in the table below (**Spectrum**) 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:

Frequencies