



Licence (as modified)

issued to

Offshore Leisure Limited

t/a Coop Mobile

Under

THE TELECOMMUNICATIONS (BAILIWICK OF GUERNSEY) LAW, 2001

Part 1, Section 2

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 and the Telecommunications (Bailiwick of Guernsey) Law, 2001, grants to the Licensee a Licence to provide Licensed Mobile 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: 2 June 2025

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, 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 Mobile Telecommunications Services.

“Adopt” / “Adoption”: means the doing of any of the following by a Licensee in relation to Allocated Numbers (whether or not such Numbers are Allocated to that Licensee):

- (a) Assigning or transferring that number to a particular Subscriber or Telecommunications Apparatus;
- (b) Using that Number for identifying a service or route used by that Licensee or any of its Subscribers;
- (c) Using that Number for identifying a communication as one to be transmitted by that Licensee;
- (d) Designating that Number for use in selecting a service or the required elements or characteristics of a service; or
- (e) Authorising the use of that Number by others for any of the following purposes:
 - i. Identifying the destination for, or recipient of, an Electronic Communication;
 - ii. Identifying the origin, or sender, of an Electronic Communication;
 - iii. Identifying the route of an Electronic Communication;
 - iv. Identifying the source from which an Electronic Communication, Licensed Telecommunications Service or Licensed Mobile Telecommunications Service may be obtained or accessed;
 - v. selecting the service that is to be obtained or accessed, or required elements or characteristics of that service;
 - vi. Identifying the Licensee by means of whose network or service an Electronic Communication is to be transmitted, or treated as transmitted.

“Allocate” / “Allocation”: means, in relation to a Number, allocation of that Number by Ofcom under the Guernsey Numbering Scheme and the term “Allocated Number” shall be construed accordingly.

“Assigned”: means (in relation to Numbers) where Numbers are transferred to end users, i.e. individuals and businesses.

“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.

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

"Code": means the code included as Schedule I in the Telecommunications Law unless the context indicates otherwise.

"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.

"Electronic Communication": means a communication for transmission by means of a Licensed Telecommunication Network or Licensed Mobile Telecommunications Network.

"ETSI": means the European Telecommunications Standards Institute.

"GCRA": means the Guernsey Competition and Regulatory Authority.

"General Conditions": means Ofcom's General Conditions of Entitlement published on its website and as may be amended from time to time.

"Guernsey Licence": means a telecommunications licence granted to a telecommunications operator by the GCRA pursuant to section 2 of the Telecommunications Law.

"Guernsey Numbering Scheme": means the numbering scheme for the Bailiwick of Guernsey established and maintained by Ofcom.

"To Interconnect": means to establish and maintain an interconnection.

"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 Mobile Telecommunications Network": means a mobile network infrastructure which is provided in accordance with a licence granted by the GCRA pursuant to the Telecommunications Law and 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:

- (a) any relevant compulsory 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) 2018/1972.¹ Where no compulsory standards or specifications have been so published, the 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.

- (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.

"Licensed Mobile Telecommunications Services": means services (other than satellite services) the provision of which consists, wholly or partly, in the establishment of radio communications to Users, which makes use wholly or partly of a Licensed Mobile Telecommunications Network and which has the characteristic of a pan-European, cellular, digital, land based, mobile telephony service compatible with the European standards.

"Licensed Telecommunications Network": means a Telecommunications Network (other than a Licensed Mobile Telecommunications Network) which is provided in accordance with a Licence issued by the GCRA.

"Licensed Telecommunications Services": means the provision of any telecommunications services to third parties.

"Licensee": means the holder of this Licence.

"Local Call": means a call that originates and terminates solely 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

¹ 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.

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 his Number when transferring his custom from the Licensee to an Other Licensed Operator within the Bailiwick or vice versa.

"Numbering Scheme": means the method adopted or to be adopted for allocating and re-allocating a Number.

"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 lawfully connected to the Licensed Mobile Telecommunications Network over which the Licensee provides the Licensed Mobile Telecommunications Services at any place in the Bailiwick.

"Regulation Law": means the Regulation of Utilities (Bailiwick of Guernsey) Law, 2001, as amended;

"Short Message Service" or "SMS": means a text message delivered to a Subscriber's handset or, if SMS is superseded or withdrawn, an equivalent text communication sent directly to the Subscriber's handset.

"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;

"Sub-allocate": means where Numbers are transferred by a Licensee to another Licensee.

"Subscriber": means a legal or natural person who has a contract with the Licensee to receive Licensed Services (mobile and other than mobile). 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, as amended;

"UK Act": means the Communications Act 2003 (as amended).

"UK Plan": means the National Telephone Numbering Plan published by Ofcom pursuant to section 56 of the UK Act and setting out the telephone numbers available for allocation in the UK and any restrictions on how they may be adopted or used in the UK.

"Universal Service": means a Telecommunications Service, the scope of which is specified by States Directions;

"User": means a consumer of telecommunications services; and

"Wireless Telegraphy Licence" means a licence issued in accordance with the UK Wireless Telegraphy Act, 2006, as extended to the Bailiwick of Guernsey by The Wireless Telegraphy (Guernsey) Order, 2006;

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

- (a) references to Conditions, paragraphs and subparagraphs are to Conditions, paragraphs and subparagraphs of the Conditions, as varied from time to time in accordance with the Conditions;
- (b) a document will be incorporated into and form part of the Conditions if it is referred to in the Conditions and reference to such a document is to that document as varied from time to time;
- (c) headings used for conditions, paragraphs and subparagraphs are for ease of reference only and will not affect the interpretation of the Conditions;
- (d) references to any law, rule, regulation, Ordinance or other legal instrument includes any modification, re-enactment or legislative provisions substituted for the same;
- (e) use of the word "includes" or "including" should be construed as being without limitation; and
- (f) 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 firms or companies.

PART I: ESTABLISHMENT AND ENFORCEMENT

2. SCOPE OF THE LICENCE

2.1 This Licence authorises the Licensee to provide Licensed Mobile Telecommunications Services.

2.2 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 any Licensed Mobile Telecommunications Services 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.

2.3 Condition 2.2 does not apply to:

- (a) 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
- (b) 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;
- (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 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 Mobile Telecommunications Services and for the exercise of its rights or discharge of its obligations under this Licence.

- 2.6 The Licensee shall ensure that 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 Mobile 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 provision of the Licensed Mobile 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 reasonably 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

5.1 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

6.1 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 REVOCATION

7.1 The GCRA may revoke or suspend this Licence and/or impose financial penalties in accordance with the provisions of 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

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

- (a) the Licensee shall notify the GCRA of its nature and the obligations it is prevented from performing as soon as reasonably practicable; and
- (b) those obligations may be suspended, 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 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 under this Condition 9.1.

10. MATTERS OF INTEREST TO THE BAILIWICK

- 10.1 The Licensee shall, in connection with its provision of the Licensed Mobile 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 take appropriate steps to ensure that the operator of the Licensed Mobile Telecommunications Network over which the Licensee provides the Licensed Mobile Telecommunications Services establishes and maintains the capability to provide information regarding the use of Licensed Mobile Telecommunications Services in order to be able to meet the requirements of the Regulation of Investigatory Powers (Bailiwick of Guernsey) Law, 2003.

11. TERM

- 11.1 The Licence commences on the Licence Commencement Date and continues, subject to the Licensee's compliance with the Conditions and the Laws and, subject to any revocation or suspension by the GCRA, for an indeterminate period.

PART II: PUBLIC SERVICE CONDITIONS

12. PROVISION OF SERVICE TO THE PUBLIC

- 12.1 The Licensee shall provide the Licensed Mobile Telecommunications Services to the public 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 SERVICES

- 13.1 The Licensee shall provide a public emergency call service, being 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 any terminal equipment lawfully connected to the Licensed Mobile Telecommunications Network over which the Licensee provides the Licensed Mobile Telecommunications Services at any place in the Bailiwick.
- 13.2 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 technically necessary, and are exclusively reserved for calls to emergency services.

14. DIRECTORY INFORMATION

- 14.1 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.
- 14.2 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 and Operator Assisted Services (but only to facilitate the provision of such 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 and Operator Assisted Services unless specifically authorised to do so by the Other Licensed Operator concerned.
- 14.3 The Licensee shall comply with any relevant legislation covering the protection of data in force and as may be amended from time to time.

15. CONSUMER PROTECTION

- 15.1 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 Mobile 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 on request.
- 15.2 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.
- 15.3 The Licensee shall take appropriate steps to ensure that the operator of the Licensed Mobile Telecommunications Network over which the Licensee provides the Licensed Mobile Telecommunications Services safeguards the privacy and confidentiality of all messages transmitted over the Licensed Mobile Telecommunications Network over which the Licensee provides the Licensed Mobile Telecommunications Services and the Licensed Mobile 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.
- 15.4 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 Mobile Telecommunications Services. Calls which are free of charge to the User because they are calls to the emergency numbers and the emergency access codes referred to in Condition 13.2, and similar codes, shall not be identified in the subscriber's itemised bill.
- 15.5 The Licensee shall publish an appropriate code of practice (**Consumer Code**) for the resolution of Subscriber or User disputes and 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 it considers should be made to the Consumer Code.
- 15.6 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 and disagreements against the Licensee;
 - (c) the procedure and time frame in which the Licensee will respond to

complaints and disagreements;

- (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.

15.7 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 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.

15.8 The Licensee shall publish a statement setting out the minimum service levels for Users (including pre-paid users) and Subscribers in respect of each category of Licensed Mobile Telecommunications Services it offers, any exceptions to these, and the compensation or refunds it will offer to Subscribers or prospective Subscribers, or to Users, where service levels are not met. The Licensee shall also submit the statement to the GCRA.

15.9 The GCRA may consult on the statement provided in accordance with Condition 15.8 and issue directions to the Licensee specifying any modifications or additions that it considers should be made to the draft 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.

15.10 The Licensee shall keep records, and shall make them available to the GCRA upon request, which show:

- (a) the extent to which the Licensee has succeeded in meeting the targets described in Condition 15.8;
- (b) the compensation that has been paid in relation to complaints or disagreements where the Subscribers or Users complaints were upheld and why complaints were dismissed;
- (c) the changes made to the Licensee's standard terms and conditions and the dates of these changes; and
- (d) such other matters that the GCRA directs should be included in records.

15.11 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 Mobile Telecommunications Services or for the calculation of related charges.

15.12 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.

15.13 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 15.12; 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.

15.14 As part of any notice referred to in Condition 15.12, 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 15.13.

15.15 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.

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

15.17 For the purposes of this Condition, 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.

15.18 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 15.12, 15.13 and 15.14 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.

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

PART III: GENERAL CONDITIONS RELATING TO THE PROVISION OF MOBILE TELECOMMUNICATIONS

16. CESSATION OF THE PROVISION OF LICENSED MOBILE TELECOMMUNICATIONS SERVICES

- 16.1 If the Licensee proposes to cease to provide all or a material part of the Licensed Mobile Telecommunications Services (other than, for the avoidance of doubt, by way of a disposal of the business providing such 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 in relation thereto by the GCRA and the Licensee shall comply with any such directions.
- 16.2 If the GCRA receives a notice under Condition 16.1 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 it considers necessary or expedient to ensure the safety of the Licensed Mobile Telecommunications Services or the continuity and continuation of the provision of Licensed Mobile Telecommunications Services or any constituent parts thereof, and the Licensee shall comply with any such directions.

PART IV: FAIR COMPETITION

17. FAIR COMPETITION

17.1 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 provision of Mobile 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 provision of Mobile Telecommunications Services.

18. MISUSE OF DATA

18.1 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.

PART V: NUMBERING

19. GUERNSEY NUMBERING SCHEME²

- 19.1 This Licence incorporates and is subject to the Guernsey Numbering Scheme, which forms Schedule 1 of this Licence. The Licensee shall comply with the terms of the Guernsey Numbering Scheme.
- 19.2 If the Licensee wishes to obtain an Allocation or reservation of Numbers in the UK Plan, it must:
- (a) use Ofcom's online number management system or, if that system is unavailable, the application form made available on the Ofcom website from time to time;
 - (b) provide such information as is required by such system or application form; and
 - (c) provide to Ofcom, on request, any other information considered by Ofcom to be relevant to the application, and the supply of which does not place an undue burden on the Licensee.
- 19.3 The Licensee shall not Adopt Numbers from the UK Plan unless:
- (a) those Numbers have been Allocated to the Licensee; or
 - (b) the Licensee has been authorised (either directly or indirectly) to Adopt those Numbers by the person to whom those Numbers have been Allocated.
- 19.4 Where a Number has been Adopted under 19.3(b), the Licensee shall comply with the conditions of this Licence and any directions issued to the Licensee by the GCRA under this Licence or the Telecommunications Law.
- 19.5 The Licensee shall comply with all applicable restrictions and requirements as are set out in the UK Plan unless any restrictions or requirements are stated in the Guernsey Numbering Scheme as not applying in the Bailiwick.
- 19.6 The Licensee shall provide access to services of social value via 6-digit non-geographic Numbers, as defined in paragraph B3.5 of the UK Plan, free of charge to the caller.
- 19.7 The Licensee shall ensure that any Subscriber can access a hotline for missing children by using the Number "116000".
- 19.8 In accordance with Condition 15.4, the Licensee shall ensure that any calls to 116XXX Numbers are not identified in the Subscriber's itemised billing or any other records that the Licensee makes available to the Subscriber.

² Modified by GCRA Final Guernsey Numbering Scheme Decision of 17 July 2026, in matter T1677G, entitled "Guernsey Numbering Scheme Licence Modification".

19.9 The Licensee must:

- (a) ensure that any Numbers that have been allocated to it are, and continue to be, used effectively and efficiently. This includes, but is not limited to, ensuring that Numbers allocated to it are not misused, including to facilitate scams or other criminal activity.
- (b) take all reasonably practicable steps to ensure that any Numbers that the Licensee has Sub-allocated or Assigned to a customer are being used effectively and efficiently. This includes, but is not limited to, ensuring that Numbers so Sub-allocated or Assigned are not misused, including to facilitate scams or other criminal activity.

19.10 In the event that:

- (a) the Licensee fails to comply with a direction given by the GCRA under the Telecommunications Law in respect of the Licensee's use of Numbers from the UK Plan; and/or
- (b) the Licensee ceases to be a Licensee under Section 2 of the Telecommunications (Bailiwick of Guernsey) Law, 2001, as amended.

the GCRA may recommend to Ofcom that Ofcom withdraw some or all of the Numbers allocated to the Licensee.

19.11 Where the GCRA considers it is appropriate for Ofcom to withdraw all or some of the Numbers allocated to the Licensee, the GCRA will:

- (a) inform the Licensee that the GCRA intends to recommend to Ofcom that those Numbers are withdrawn (**Proposed Recommendation**); and
- (b) before it makes any Proposed Recommendation give the Licensee a reasonable opportunity to make written representations and/or objections in relation to that Proposed Recommendation; and
- (c) consider any such written representations and/or objections before deciding whether or not to proceed with the recommendation.

19.12 The Licensee shall not charge the Subscriber for the Adoption of Numbers, except where authorised by the GCRA.

19.13 The Licensee shall comply with any directions issued by the GCRA in respect of Number Portability.

SCHEDULE 1 – GUERNSEY NUMBERING SCHEME

A. BACKGROUND

1. Section 11(1A) of the Telecommunications (Bailiwick of Guernsey) Law, 2001, as amended (the Law) explains that:

“For the avoidance of doubt, and in accordance with section 1(2) of the Communications Act 2003 as extended to the Bailiwick, under subsection (1) [of the Law] the [Guernsey Competition and Regulatory Authority (GCRA)] may enter into an arrangement with Ofcom under which Ofcom shall have the function of establishing a Guernsey Numbering Scheme in the Bailiwick, including (for the avoidance of doubt) the power to do anything incidental or conducive to the carrying out of that function, and such a scheme shall be susceptible to modification by Ofcom after consultation with the [GCRA].”

2. This document constitutes the numbering scheme for the Bailiwick of Guernsey (the **Guernsey Numbering Scheme**), as defined in section 31 of the Law. It has been established pursuant to section 11(1A) of the Law and the arrangements set out in the Memorandum of Understanding between Ofcom and the Guernsey Competition and Regulatory Authority (**GCRA**) dated [...], as amended.
3. In accordance with section 11 of the Law, so far as is practicable and in accordance with international best practice, this Guernsey Numbering Scheme:
 - (a) takes into account the needs of licensees and users in the Bailiwick; and
 - (b) promotes the efficient use of numbers in the Bailiwick.
4. This Guernsey Numbering Scheme, including the steps Ofcom will carry out in accordance with this Guernsey Numbering Scheme, will facilitate the carrying out of Ofcom’s numbering functions under sections 1(2) and 56 – 63 of the UK Communications Act 2003 (the **UK Act**) and section 11 of the Law.
5. References to licensees in this Guernsey Numbering Scheme are references to licensees as defined in section 31 of the Law. Except in so far as the context otherwise requires, other words or expressions shall have the meaning assigned to them in the Law.

B. APPLICATION OF THE UK NATIONAL TELEPHONE NUMBERING PLAN

6. Ofcom is required under section 56 of the UK Act to publish a National Telephone Numbering Plan, setting out the telephone numbers available for allocation in the UK and any restrictions on how they may be adopted or used in the UK (the **UK Plan**). The UK Plan is published on Ofcom’s website and amended from time to time.

7. For the purposes of this Guernsey Numbering Scheme the UK Plan should be read as setting out the telephone numbers available for allocation in the Bailiwick and any restrictions on how they may be adopted or used in the Bailiwick subject to the following parts being excluded:
 - (a) Section B3.8 of the UK Plan relating to Global Titles;
 - (b) Section B4 and Section C6 of the UK Plan relating to tariff principles and maximum prices;
 - (c) References to 'Applicable tariff principles and maximum prices' in Part A1 and Part C5 of the UK Plan; and
 - (d) The Definition of 'Unbundled Tariff Number' in the 'Definitions and interpretation' section of the UK Plan.
8. For the purposes of the Guernsey Numbering Scheme, references to communications providers within the UK Plan should be read as references to licensees and other words or expressions in the UK Plan should be construed as relating to licensees in the Bailiwick that that use numbers in the UK Plan.

C. APPLICATIONS FOR NUMBERS

9. Licensees can apply to Ofcom for an allocation or reservation of telephone numbers in the UK Plan for use in Guernsey by:
 - (a) using Ofcom's online number management system or, if that system is unavailable, the application form made available on the Ofcom website from time to time;
 - (b) providing such information as is required by such system or application form; and
 - (c) providing to Ofcom, on request, any other information considered by Ofcom to be relevant to the application, and the supply of which does not place an undue burden on the Licensee.
10. Ofcom will determine, taking into account the provisions of the UK Plan, any application for telephone numbers by the end of the period of three weeks after the date of the receipt by it of the completed application form. Where Ofcom has required any additional information in relation to any application, Ofcom will determine the application by the end of the period of three weeks after the date of the receipt by it of that additional information.
11. Ofcom may deny an application for an allocation or reservation of telephone numbers in the UK Plan for use in Guernsey, including where:

- (a) the applicant is not a Licensee;
 - (b) the Licensee has not provided Ofcom with the information required by Ofcom under paragraph 9 above by any deadline set by Ofcom;
 - (c) Ofcom does not consider granting the allocation or reservation of telephone numbers will ensure the best and most efficient use of numbers including where:
 - i. Ofcom is concerned that the Licensee's intended use of the telephone numbers or the arrangements or processes it has in place will not enable it to comply with this Guernsey Numbering Scheme or any restrictions or requirements Ofcom may intend to apply to the specific telephone numbers the Licensee has applied for (taking into account any evidence of existing non-compliance by the Licensee);
 - ii. taking into account the Licensee's intended use of the telephone numbers, Ofcom does not consider it necessary for the Licensee to be allocated or reserved all or some of the telephone numbers it has applied for;
 - iii. taking into account any evidence that scams or other criminal activity are taking place on telephone numbers already allocated to the Licensee, Ofcom is concerned that the arrangements or processes the Licensee has in place are insufficient to prevent scams or other criminal activity on any new telephone numbers Ofcom may allocate or reserve for the Licensee; or
 - iv. the GCRA has provided information to Ofcom indicating that the application should be denied, including but not limited to that (1) the Licensee is not, or is no longer, a fit and proper person to whom numbers should be allocated or for whom numbers should be reserved; or (2) the GCRA has provided information to Ofcom indicating that the Licensee has repeatedly or seriously breached its licence conditions relating to numbering.
12. Where Ofcom denies an application for an allocation or reservation of telephone numbers in the UK Plan for use in Guernsey, it shall provide the Licensee with reasons for that denial which enable the Licensee to understand any steps it would need to take to address Ofcom's concerns.
13. Licensees can submit a new or amended application (in accordance with the process set out in paragraph 9 above) for an allocation or reservation of telephone numbers in the UK Plan for use in Guernsey at any time after they have addressed Ofcom's concerns and Ofcom shall determine that application in accordance with paragraph 10 above.
14. Where Ofcom grants an application for an allocation or reservation of telephone numbers in the UK Plan for use in Guernsey, it may also identify any restrictions or requirements applicable to the specific telephone numbers the Licensee has been allocated or reserved.

15. In accordance with the arrangements in Section F of the MoU, Ofcom will notify the GCRA of any application for an allocation or reservation of telephone numbers in the UK Plan for use in Guernsey, and any proposal to grant or deny such application. Ofcom will take due account of any information provided by the GCRA before making its decision.

D. WITHDRAWAL OF NUMBERS

16. Ofcom may withdraw ranges of telephone numbers in the UK Plan that have been allocated to a Licensee in the circumstances identified in the MoU, including on the recommendation of the GCRA.
17. Licensees may apply to Ofcom for the withdrawal of numbers in the UK Plan allocated to them using Ofcom's online number management system or, if that system is unavailable, the application form made available on the Ofcom website from time to time.

E. MODIFICATION OF THIS GUERNSEY NUMBERING SCHEME

18. Ofcom may consider it necessary to modify this Guernsey Numbering Scheme from time to time after consultation with the GCRA.