Licence issued originally by the Office for Utility Regulation (as modified subsequently) to

Guernsey Airtel Limited

under Part 1, section 2 of

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: 1 September 2011 (Licence Commencement Date)

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



Michael Byrne (Chief Executive Officer)

CONDITIONS

1. DEFINITIONS AND INTERPRETATION[1][2][3][4]

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 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;

"Bailiwick": means the Bailiwick of Guernsey;

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[1] Modified by GCRA Final Licence Modification Decision of 14 December 2023 in Matter T1657G, entitled "Licence Modification: Telecommunication Services"
[2] Modified by GCRA Final Licence Modification Decision of 25 April 2025 in Matter T1687G, entitled "Telecommunications Licence Modernisation"
[3] Modified by GCRA Final Licence Modification Decision of 10 November 2025 in Matter T1687G, entitled "Telecommunications Licence Modernisation"
[4] Modified by GCRA Final Licence Modification Decision of 17 July 2026 in Matter T1677G, entitled "Guernsey Numbering Scheme"

"Conditions": means 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 telecommunication 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[5];

"**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;

"Exclusivity Periods": means the periods granted by the GCRA to Cable & Wireless Guernsey, during which Cable & Wireless Guernsey have the exclusive right to provide Licensed Telecommunications Services and the exclusive right to establish, operate and maintain the Licensed Telecommunications Networks in the Bailiwick, which periods end on the various dates in Schedule 1 to this Licence, set out next to each service or network description as the case may be;

"FTTP" ("**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, 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;

"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

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

established and maintained by Ofcom;
"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;

"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 Fixed Telecommunications Network which the Licensee is authorised 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 Fixed Telecommunications Services to third parties using the Licensed Telecommunications Network;

"Licensee": means Guernsey Airtel Limited;

"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;

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

"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 to transfer his contract with the Licensee to another Licensed Operator within the Bailiwick and retain the same Number allocated to that Subscriber by the Licensee*;*

"Ofcom": means the Office of Communications, the UK communications regulator that regulates the TV and radios 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 Telecommunications Network at any place in the Bailiwick;

"Public Pay Telephone": means a telephone which is available to the general public for theuse of 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;

"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;

"**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 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;

"**Term**": means, subject to Condition 11, a period of fifteen years from the Licence Commencement Date;

"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.

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 the Licensed Telecommunications Services and to establish, operate and maintain Licensed Telecommunications Networks in the Bailiwick of Guernsey for the Term Subject always to the Exclusivity Periods as set out in Schedule 1 hereto.

2.2 The Licensee shall not be permitted to provide Licensed Telecommunications Services or to establish, operate and maintain Licensed Telecommunications Networks within the Bailiwick during the Exclusivity Periods in respect of the services and networks to which such periods relate.

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.

Condition 2.3 does not apply to:

(i) 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

(ii) 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

(iii) 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 exercises or controls 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 exercises or controls 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 supply to the GCRA, in relation to itself and any Associated Company which Controls the Licensee:

(a) a copy of its annual return on the same date on which it is required to be filed in accordance with the Companies (Guernsey) Law, 2008;

(b) a copy of its annual report and accounts on the same date on which it is circulated to the shareholders of the relevant body corporate; and

(c) where the relevant body corporate is not incorporated in the Bailiwick, any returns, reports, accounts or other information under the laws of any applicable jurisdiction which are, in the opinion of the GCRA, analogous or equivalent to the above, at such times and in such forms as the GCRA directs from time to time.

2.9 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.

2.10 The Licensee shall ensure that:

(a) the administration and management of the business associated with the establishment, maintenance and operation of the Licensed Telecommunications Network and the provision of the Licensed Telecommunications Services shall be conducted from the Bailiwick; and

(b) 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[7]

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.

[7] Condition amended on 25 April 2025 by way of a GCRA Final Licence Modification Decision of 25 April 2025 in Matter T1687G, entitled "Telecommunications Licence Modernisation".

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[8]

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 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]

9.1 The Licensee shall take all reasonable steps to ensure the integrity of its Licenced Telecommunications Network and may refuse to provide the Licensed Telecommunications Services which it is obliged to provide in accordance with Condition 12 of this Licence to a particular User if providing those Licensed Telecommunications Services would or would be likely to cause damage or interference to the Licensed Telecommunications Network or Licensed Telecommunications Services.

9.2 In the event of a dispute arising as to the application of Condition 9, the licensee shall provided details with regard to its proposed action and the GCRA shall issue a determination on the matter.

[8] Modified by GCRA Final Licence Modification Decision of 18 March 2022, in matter T1601G, entitled "Licence Modification: Regulatory Fining Powers".
[9] Condition amended on 25 April 2025 by way of a GCRA Final Licence Modification Decision of 25 April 2025 in Matter T1687G, entitled "Telecommunications Licence Modernisation".

10. MATTERS OF INTEREST TO THE BAILIWICK[10]

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 Interception of Communications (Bailiwick of Guernsey) Law, 1997.

11. TERM AND RENEWAL[11]

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 the Term.

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 it 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.

[10] Condition amended on 25 April 2025 by way of a GCRA Final Licence Modification Decision of 25 April 2025 in Matter T1687G, entitled "Telecommunications Licence Modernisation".
[11] Condition amended on 25 April 2025 by way of a GCRA Final Licence Modification Decision of 25 April 2025 in Matter T1687G, entitled "Telecommunications Licence Modernisation".

PART II: PUBLIC SERVICE CONDITIONS

12. UNIVERSAL SERVICE

12.1 Where so directed by the GCRA, the Licensee shall provide in the Bailiwick of Guernsey, 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. The Licensee shall comply with any direction given from time to time, by the GCRA in respect to the Universal Service Obligation.

12.2 Until otherwise instructed, the Licensee shall defray the full cost of the Universal Service Obligation set out in this Condition. In the event that the provision of Universal Service represents an unfair burden on the Licensee the GCRA may introduce a mechanism to share the determined net cost of the Universal Service obligation between licensed operators. Such determination shall be made following consultation by the GCRA on the appropriate mechanism to be used.

12.3 The GCRA may direct the licensee to contribute to a fund, to be established under Condition 12.2, to cover the net cost of the provision of the Universal Service Obligation and the Licensee shall comply with such directions.

12.4 If required by any Subscriber to whom it provides Licensed Telecommunications Services, the Licensee shall also provide maintenance services in respect of any Customer Premises Equipment in that Subscriber's control which is to be lawfully connected to the Telecommunications Network at a Network Termination Point, except where:

(a) the Licensee has notified that Subscriber that the Customer Premises Equipment is beyond economic repair or the components or tools necessary to effect the repairs are no longer available and provided that the GCRA has agreed in writing accordingly;

(b) the Customer Premises Equipment was supplied by a person other than the Licensee or its Associated Company.

13. PUBLIC EMERGENCY CALL SERVICES[12] [13]

13.1 Where, under this Licence, the Licensee provides Fixed Telecommunication Services using Copper Lines, the Licensee shall provide a Public Emergency Call Service over those Copper Lines .

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.

[12] Condition 13 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 13.2. were finally approved under the same Decision and came into effect on the same date (19 April 2022).
[13] Condition amended on 25 April 2025 by way of a GCRA Final Licence Modification Decision of 25 April 2025 in Matter T1687G, entitled "Telecommunications Licence Modernisation".

14. DIRECTORY INFORMATION

14.1 The Licensee shall ensure that Users have access to Directory Information Services and Operator Assisted Services offered by the Licensee 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 (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

14.3 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.

15. PUBLIC PAY TELEPHONES

15.1 The Licensee shall ensure that the following Telecommunications Services are accessible at all Public Pay Telephones forming part of the Licensed Telecommunications Network :

(a) Voice Telephony Services;

(b) Directory Information Services;

(c) public emergency call services without the need for any charge or the use of any card or other token;

(d) free-phone services; and

(e) operator-assisted services.

In this Condition 15, "**Voice Telephony Services**": means the conveyance of voice messages between the Licensed Telecommunications Network and any other public telecommunications network;

15.2 All Public Pay Telephones provided by the Licensee shall display a notice specifying:

(a) the minimum charge for connection, call charge information and permissible methods of payment;

(b) the location of the Public Pay Telephone;

(c) a statement that emergency calls can be made without charge, card or token;

(d) a statement as to whether or not incoming calls can be received; and

(e) contact information in the event of service complaints.

15.3 The Licensee shall be responsible for the installation, maintenance and prompt repair of its Public

Pay Telephones and shall ensure that at least one of any such Public Pay Telephones in each location where Public Pay Telephones are located, is equipped for use by people with hearing, sight or other disabilities, unless the GCRA directs otherwise in writing.

15.4 If the Licensee wishes to withdraw any Public Pay Telephone from service it shall display a notice to that effect at the Public Pay Telephone concerned not less than sixty days before service is withdrawn, unless the GCRA agrees otherwise in writing.

16. DEVELOPMENT OF NETWORK AND SERVICES

16.1 The Licensee shall develop and operate the Licensed 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 the GCRA may direct from time to time.

16.2 In order to meet the objectives set out in Section 2(b) of the Regulation Law and this Condition 16, the Licensee shall, within three months of the Licence Commencement Date submit to the GCRA a plan setting out the target levels it will achieve for the Telecommunications Services and the Licensed Telecommunications Network (to be known as the "**Telecommunications Development Plan**") and a monitoring plan (to be known as the "**Telecommunications Monitoring Plan**") which provides for accurate measurement of each of the target levels set out in the Telecommunications Development Plan, together, "the Plans".

16.3 The Plans will describe:

(a) how actual performance will be monitored;

(b) the process for the collection and analysis of suitable data; and

(c) the procedures for internal review and performance improvement planning by theLicensee.

16.4 The GCRA may direct the Licensee to update and resubmit the Plans from time to time.

16.5 The GCRA may direct the Licensee as to matters to be included in the Plans and may amend or replace such direction from time to time.

16.6 The GCRA may include as a condition in this Licence the targets specified by the Licensee in the Plan and the Licensee shall be deemed to be in breach of its Licence if the target levels are not achieved.

16.7 Within thirty days of the end of each six month period during the Term, the Licensee shall provide the GCRA with a written report in a form required by the GCRA on its achievements under the Development Plans during the preceding six month period, as set out in Condition 16.2.

16.8 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 it, 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 he considers appropriate.

17. CONSUMER PROTECTION[14] [15]

[14] Condition amended on 12 July 2024 by way of a GCRA Final Licence Modification Decision of 12 July 2024 in Matter T1676G, entitled "Licence Modification: Consumer Protection".
[15] Condition amended on 25 April 2025 by way of a GCRA Final Licence Modification Decision of 25 April 2025 in Matter T1687G, entitled "Telecommunications Licence Modernisation".

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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 members of the 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.

17.7 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.

17.8 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.

17.9 The GCRA may consult publicly on the statement provided in accordance with Condition 17.8 and issue directions to the Licensee specifying any modifications or additions that he 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.

17.10 The Licensee shall submit at the end of every six months, or at such other intervals as the GCRA directs, a written report to the GCRA setting out:

(a) the extent to which the Licensee has succeeded in meeting the targets described in Condition 17.8;

(b) the compensation that has been paid in relation to complaints or disagreements where the Subscribers complaints were upheld and why complaints were dismissed; and

(c) such other matters that the GCRA directs should be included in the report.

17.11 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 Telecommunications Services or for the calculation of related charges.

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

17.13 :[16]

(a) 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.

(b) 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 sub-condition a); 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.

(c) As part of any notice referred to in sub-condition a), 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 sub-condition b).

(d) 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.

[16] Inserted by CICRA 14/R27 of July 2014 and effective 1 October 2014

(e) 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.

(f) 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.

(g) 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 sub-conditions a), b) and c) 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.

(h) 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 TELECOMMUNICATIONS

18. RADIO FREQUENCY SPECTRUM[17]

18.1 The Licensee shall provide the Licensed Telecommunications Services in accordance with the requirements of the Wireless Telegraphy Act and Telecommunications Act.

18.2 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 purposesof the Licensed Telecommunications Services.

18.3 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.

19. INTERCONNECTION

19.1 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.

19.2 Any disputes between the Licensee and any Other Licensed Operator in relation to matters arising from Condition 20.1 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.

20. ACCESS TO FACILITIES[18]

[17] Condition amended on 25 April 2025 by way of a GCRA Final Licence Modification Decision of 25 April 2025 in Matter T1687G, entitled "Telecommunications Licence Modernisation".
[18] Condition amended on 25 April 2025 by way of a GCRA Final Licence Modification Decision of 25 April 2025 in Matter T1687G, entitled "Telecommunications Licence Modernisation".

20.1 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 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 instruct 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.

20.2 In the absence of agreement between the parties in accordance with Condition 20, the terms of Access including time limits for completion of any agreement shall be determined by the GCRA.

21. CESSATION OF THE PROVISION OF THE LICENSED TELECOMMUNICATIONS SERVICES

21.1 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 22.1.

21.2 At any time within three years before the expiry of the Licence or if the GCRA receives a notice under Condition 22.1 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 directions.

PART IV: CONDITIONS APPLICABLE TO DOMINANT OPERATORS

22. APPLICATION OF CONDITIONS

22.1 Where the GCRA has decided, in accordance with Section 5 of the Telecommunications Law, that a licensee has a dominant position in a relevant market, the Authority may determine that provisions of this Part IV apply.

23. EQUAL ACCESS

23.1 The Licensee shall at the request of an Other Licensed Operator or if directed by the GCRA, make Equal Access available to that Other Licensed Operator. The GCRA may direct the terms upon which such Equal Access shall be provided and the GCRA may make subsequent directions modifying or supplementing the regulation of Equal Access. In this Condition , "Equal Access" means a facility provided whereby a User can access the Telecommunications Network or Telecommunications Services offered by an Other Licensed Operator. The User's choice may be made in either of the following ways, subject to the requirements of the direction:

(a) by pre-selection, that is to say the User registers with the Licensee the name of the Other Licensed Operator which will convey all his calls (but the Licensee may offer a facility to overwrite the preference in the case of any particular call); or

(b) on a call-by-call basis using any numbers or codes allocated for this purpose by the appropriate licensing authority.

23.2 The Licensee may not charge any fee or require the Subscriber to acquire any special equipment as a pre-requisite to obtaining Equal Access or changing its designation of preferred Operator.

24. INTERCONNECTION

24.1 The Licensee shall on request, Interconnect the Licensed Telecommunications Network with the Telecommunications Network or the Mobile Telecommunications Network of any Other Licensed Operator whose licence authorises such Interconnection, at any technically feasible point.

24.2 The Licensee shall make available to interested parties such Technical Standards and Specifications as may be required to enable connection to the Licensed Telecommunications and Network. The GCRA may issue a direction as to the information that must be provided.

24.3 The Licensee shall not be required to enter into an Interconnection agreement or provide Interconnection services if that agreement or the provision of those services would:

(a) be technically infeasible or if it could reasonably be expected materially to impair the quality of any Licensed Telecommunications Service; or

(b) threaten the integrity, security, or interoperability of the Licensed Telecommunications or Network in a material way,

provided that the Licensee informs the Other Licensed Operator, in writing, with a copy to the GCRA forthwith justifying its decision to refuse Interconnection or its intention to terminate Interconnection services under an Interconnection agreement. The GCRA may determine whether the action by the Licensee is reasonable and issue directions accordingly.

24.4 The Licensee shall provide copies of any interconnect agreements to the GCRA and such agreements shall be made available to interested parties upon request being made in writing to the GCRA. The GCRA may determine following consultation with the Licensee those aspects which deal with the commercial strategy of the parties and those aspects shall not be made available.

24.5 The GCRA may direct that changes be made to any interconnect agreement to ensure that it is in compliance with the Telecommunication Law.

25. LEASED CIRCUITS

25.1 The Licensee shall offer to lease out circuits for any lawful purpose:

(a) on publicly advertised conditions and on non-discriminatory terms. This is without prejudice to discounts that are in accordance with Condition 31;

(b) within a reasonable and published period of time from any request;

(c) so as to meet the quality standards required under the Conditions; and

(d) at prices that do not exceed levels determined from time to time by the GCRA.

25.2 The Licensee shall offer to lease out circuits to other licensed operators on terms that are no less favourable than those on which the Licensee makes equivalent leased circuits available to its Associated Companies or its own business divisions

25.3 The Licensee shall not be obliged to provide, and may cease to provide, leased circuits to Users in cases in which:

(a) use of the leased circuits in the manner proposed would harm the integrity, security or interoperability of the Licensed Telecommunications Network or Licensed Telecommunications Services in a material way; or

(b) the leased circuits will be connected to Customer Premises Equipment that is not approved for connection to the Licensed Telecommunications Network.

25.4 If the Licensee refuses to provide leased circuits or intends to terminate the provision of a leased circuit service on grounds that the User of the leased circuits is acting in a manner set out in Condition 26.3, the Licensee shall immediately give its reasons in writing to the User, and submit a copy to the GCRA. The GCRA may consider whether the reasons given for the refusal or the intention to terminate the leased circuit are justified and issue directions accordingly.

25.5 The Licensee may include in its agreements with Users of leased circuits, reasonable restrictions consistent with Condition 26.3.

26. SEPARATE ACCOUNTS

Within six months of the Licence Commencement Date, the Licensee shall prepare and maintain accounting records in a form that enables the activities specified in any direction given by the GCRA to be separately identifiable, and which the GCRA considers to be sufficient to show and explain the transactions of each of those activities. The GCRA may direct the Licensee as to the basis and timing of such reports as the GCRA may require.

27. CROSS SUBSIDISATION

27.1 The Licensee shall not unfairly cross subsidise or unfairly subsidise the establishment, operation or maintenance of any Telecommunications Network or Telecommunications Services.

27.2 To enable the GCRA to evaluate where any unfair cross-subsidisation or unfair subsidisation is

taking place, the Licensee shall record at full cost in its accounting records any material transfer of assets, funds, rights or liabilities between a part and any other part of its business, and between it and any Associated Company, and shall comply with any directions issued by the GCRA for this purpose.

28. UNDUE PREFERENCE AND UNFAIR DISCRIMINATION

The Licensee shall not show undue preference to, or exercise unfair discrimination against, any User or Other Licensed Operator regarding the provision of any Licensed Telecommunications Services or Access. The Licensee will be deemed to be in breach of this Condition if it favours any business carried on by the Licensee or an Associated Company or Other Licensed Operator so as to place Other Licensed Operators competing with that business at an unfair disadvantage in relation to any licensed activity.

29. LINKED SALES

29.1 The Licensee shall not make it a condition of providing any Licensed Telecommunications Services, or providing Access that a Subscriber, User or Other Licensed Operator should acquire from the Licensee, or any person specified by the Licensee, any Telecommunications Service or Telecommunications Apparatus including Customer Premises Equipment, other than the one that is specifically required by the person concerned, unless the Licensee has notified the GCRA of its intention to do so and has satisfied it that there are technical reasons why such a bundling of Telecommunications Services and/or Telecommunications Apparatus should occur, or that there is a sufficient economic benefit to Users to justify the bundling.

29.2 The provisions of Condition 30.1 shall not prevent the Licensee from offering discounts in accordance with any discount scheme which complies with Condition 31.

30. PRICE REGULATED SERVICES[19]

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

30.2 In this Condition 31 the term “Price” includes discounts to a published price and/or special offers and/or the provision of additional goods or services by the Licensee to a Subscriber.

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

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

(a) provide for the overall limit to apply to such Licensed Telecommunications Services or categories of Licensed Telecommunications Services or any combination of Licensed Telecommunications Services; or
(b) restrict increases in any such charges or to require reductions in them whether by reference to any formula or otherwise; or

[19] Condition amended on 25 April 2025 by way of a GCRA Final Licence Modification Decision of 25 April 2025 in Matter T1687G, entitled "Telecommunications Licence Modernisation".

(c) provide for different limits to apply in relation to different periods of time falling within the periods to which any determination applies.

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

30.6 The GCRA may, after consulting the Licensee and such other persons as it may determine, and for specific services only, replace the obligation in Condition 31 to publish changes at least 21 or 30 days in advance of their coming into force with an obligation to notify the GCRA on the day of the changes coming into force and to put the notification prominently on its website.

30.7 In this Condition 31 the term "**day**" means a calendar day.

PART V: FAIR COMPETITION

31. FAIR COMPETITION

31.1 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.

32. MISUSE OF DATA

32.1 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 VI: NUMBERING

33. GUERNSEY NUMBERING SCHEME[20]

33.1 This Licence incorporates and is subject to the Guernsey Numbering Scheme, which forms Schedule 2 of this Licence. The Licensee shall comply with the terms of the Guernsey Numbering Scheme.

33.2 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.

33.3 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.

33.4 Where a Number has been Adopted under 33.3(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.

33.5 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.

33.6 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.

33.7 The Licensee shall ensure that any Subscriber can access a hotline for missing children by using the Number "116000".

33.8 In accordance with Condition 17.4, 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.

33.9 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.

33.10 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;

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

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.

33.11 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.

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

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

SCHEDULE 1: EXCLUSIVITY PERIODS

Networks and Services	Date on which Exclusivity Period ends
Licensed Telecommunications Services other than; - Mobile Telecommunications Services; and - Telecommunications services that have been licensed in accordance with the Telecommunications Law, 1972	30th June 2002
Licensed Telecommunications Networks	30th November 2002
Leased Circuits	30th November 2002

SCHEDULE 2 – 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.

Licence issued	1/09/2011	Effective 1/09/2011
Modified	CICRA 14/R27 07/2014	Effective 1/10/2014
Modified	T1601G 18/03/2022	Effective from 18/03/2022
Modified	T1557G 12/04/2022	Effective from 19/04/2022
Modified	**T1675G 14/12/2023**	**Effective from 14/12/2023**
Modified	**T1676G 12/07/2024**	**Effective from 12/07/2024**