



**Licence issued to**

**Offshore Leisure Limited t/a Coop Mobile**

**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 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.

**“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.

**“ETSI”**: means the European Telecommunications Standards Institute.

**“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.<sup>1</sup> 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.

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<sup>1</sup> 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.

"**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 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.

"**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;

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

"**Subscriber**": means a legal or natural person who has a contract with the Licensee to receive Licensed 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;

"**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. NUMBERING**

- 16.1 The Licensee shall use only those Numbers that are allocated to it for the purpose of originating and/or terminating Messages from or on the Licensed Mobile Telecommunications Network over which the Licensee provides the Licensed Mobile Telecommunications Services and shall comply with any directions concerning use and allocation which are issued by the GCRA from time to time. For these purposes, 'allocated' shall include the provision of Numbers to the Licensee by the operator of the Licensed Mobile Telecommunications Network over which the Licensee provides the Licensed Mobile Telecommunications Services.
- 16.2 The Licensee shall manage any Numbers allocated to it with a view to conserving Numbers as a public resource and shall maintain a record of the status of all Numbers allocated to it and on request, shall provide that information to the GCRA.
- 16.3 The Licensee shall not charge its customers for allocations of Numbers except where authorised and in accordance with any direction from the GCRA.
- 16.4 The Licensee shall comply with any directions issued by the GCRA in respect of Number Portability.

**17. CESSATION OF THE PROVISION OF LICENSED MOBILE TELECOMMUNICATIONS SERVICES**

- 17.1 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.
- 17.2 If the GCRA receives a notice under Condition 17.1 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**

### **18. FAIR COMPETITION**

18.1 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.

### **19. MISUSE OF DATA**

19.1 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.