



## **Telecommunications Licence Modernisation**

**T1687G**

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**Consultation**

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# 1. Introduction

## Background

- 1.1 Telecommunications operators who wish to operate a mobile telecommunications network and/or provide mobile telecommunications services in Guernsey must obtain:
  - a) A licence from the GCRA, authorising the operator to establish, operate and maintain a mobile network in Guernsey and to provide mobile services in Guernsey.
  - b) A licence from Ofcom (**Spectrum Licence**), authorising the operator to use spectrum within a particular frequency band to provide mobile services.
- 1.2 At present, Guernsey mobile telecommunications licences are technology specific, meaning that the licensee must use the spectrum awarded to it by its Spectrum Licence to provide mobile services using a particular technology. Currently, this means that mobile operators must use their allocated spectrum to provide 4G services to consumers in Guernsey.
- 1.3 International best practice increasingly recognises that technology neutral telecommunications licences – which do not mandate the use of a particular technology but rather allow licensees to redeploy their existing spectrum to provide next-generation technologies – better enable operators to adapt and provide new services and technologies flexibly and at a pace that is dictated by market demand than do technology specific telecommunications licences.<sup>1</sup> Technology neutral licences also enable existing spectrum, which is a scarce resource, to be used efficiently.
- 1.4 Delivering next generation digital infrastructure in Guernsey is a strategic priority for the Committee for Economic Development (**Committee**). Given the benefits that technology neutral licences can bring in terms of the flexible and timely delivery of new digital services and technologies, the GCRA has been working with the Committee to understand whether a change to Guernsey mobile telecommunications licences to make them technology neutral would support this policy. The Committee’s view is that such a change would support government policy in this regard.

## Pre-consultation

- 1.5 In order to ascertain whether licensees would support the introduction of a technology neutral telecommunications licence, the GCRA carried out pre-consultation meetings and other engagement with a number of its licensees.

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<sup>1</sup> See, for example, “Best Practice in Mobile Spectrum Licensing – GSMA Public Policy Position”, February 2022 (<https://www.gsma.com/connectivity-for-good/spectrum/wp-content/uploads/2022/02/Mobile-Spectrum-Licensing-Best-Practice.pdf>)

1.6 As part of this engagement, the GCRA also sought views on whether licensees would support the amalgamation of existing fixed and mobile licences into a single licence for those licensees currently holding both types of licence.

1.7 Licensees were broadly supportive of both proposals.

1.8 In response to suggestions put forward by the GCRA as to additional ways in which the existing licences might be improved, modernised or simplified, licensees also made a wide range of suggestions including:

- a) Modernising the overall structure of Guernsey telecommunications licences to bring them more broadly into line with the structure and approach used in the UK.
- b) Inclusion of references to telecoms security standards.
- c) Amending the licence condition relating to public pay telephones.
- d) Amendment of the notice period a licensee is required to give if it wishes to stop providing telecommunications services in Guernsey.

They also identified that a number of proposed licence simplifications suggested by the GCRA would need further consideration.

1.9 Taking into account the feedback provided during the pre-consultation, and given the need to progress this licence modification relatively quickly in order to support the Committee's digital infrastructure policy, the GCRA is taking forward to consultation at this stage only those licence changes which are likely to be straightforward and can be put in place within a relatively short timeframe.<sup>2</sup> It intends to carry out a further piece of work on licence modification in 2025 at which time the additional points raised by licensees during the pre-consultation can be addressed.

1.10 The GCRA has prepared and is now seeking stakeholder views on:

- a. A new draft licence for each of Sure and JT, which combines the existing fixed and mobile licences of each into a single, technology neutral licence.
- b. A table of proposed changes for those licences held by other licensees.

These are set out in more detail below.

1.11 The GCRA wishes to record its thanks to licensees for their engagement with and contributions to this process to date.

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<sup>2</sup> Including the amendments to implement technology neutrality.

## 2. Consultation

### Technology neutral licensing

2.1 The GCRA is seeking views on a proposal to enable those operators who hold a mobile licence from the GCRA and a Spectrum Licence from Ofcom<sup>3</sup> to use their allocated spectrum for the provision of mobile telecommunications services without limitation as to the type of technology to be used.

2.2 This change would be achieved in the following way:

New definition of Mobile Telecommunications Services (Condition 1.1)	<b>"Mobile Telecommunications Services"</b> : means services (other than satellite services) the provision of which consists, wholly or partly, in the establishment of radiocommunications to Users, which makes use wholly or partly of a Mobile Telecommunications Network and which has the characteristics of a pan-European, cellular, digital, land based, mobile telephony service compatible with the European standards. These services may be provided in the bands specified in Schedule 1A of this Licence in accordance with the Wireless Telegraphy Act and the ETSI technical specifications.		
Insert Schedule 1A	The Licensee may use spectrum within the frequency range set out in the <b>table</b> below ( <b>Spectrum</b> ) for the provision of Licensed Telecommunications Services within the Bailiwick of Guernsey, provided that the Licensee holds a licence issued by Ofcom for the use of that Spectrum:  <table border="1" data-bbox="846 1272 1149 1348"><thead><tr><th>Frequencies</th></tr></thead><tbody><tr><td> </td></tr></tbody></table>	Frequencies	
Frequencies			

2.3 The GCRA also proposes to remove the 4G commitments (Licence Conditions 16A and 16B and Schedules 2 and 3) from JT's combined licence.<sup>4</sup>

<b>Question 1</b>	<b>Do you agree with the proposal to introduce technology neutral licences for JT (Guernsey) Limited and Sure (Guernsey) Limited as described above?</b>
<b>Question 2</b>	<b>Do you have any comments on the way the GCRA proposes to make this change?</b>

<sup>3</sup> Sure (Guernsey) Limited; JT (Guernsey) Limited.

<sup>4</sup> The GCRA does not propose to omit the 4G commitments from Sure's combined licence because these formed part of the commitments given to the Committee for Economic Development by Sure as a condition of its purchase of Guernsey Airtel Limited.

## Amalgamation of fixed and mobile licences

- 2.4 At present, each of JT (Guernsey) Limited (**JT**) and Sure (Guernsey) Limited (**Sure**) holds two telecommunications licences, one in respect of fixed networks and services and the other in respect of mobile networks and services.
- 2.5 In order to reduce duplication and to improve administrative efficiency, the GCRA is proposing to amalgamate the fixed and mobile licences currently held by each of JT and Sure into a single licence for each operator. The GCRA would propose to offer each of JT and Sure a new combined licence and each operator, if it wished to be awarded such a new combined licence, would surrender its existing licences simultaneously with the grant of that new licence.
- 2.6 This change is not intended to alter the current position of either operator under their respective licences, but rather to combine the existing licence conditions applicable to each of them into a single licence for each.
- 2.7 A proposed combined licence for each of JT and Sure is annexed to this consultation document.

<b>Question 3</b>	<b>Do you agree with the proposal to amalgamate JT’s existing licences and Sure’s existing licences into a single licence for each operator?</b>
<b>Question 4</b>	<b>With the exception of the changes outlined elsewhere in this consultation document, do you agree that the amalgamated licences preserve the position of each licensee as it is currently under each of their fixed and mobile licences? If the answer to this question is “no”, what changes do you consider need to be made to either or both amalgamated licences to achieve this?</b>
<b>Question 5</b>	<b>Do you agree with the proposal to achieve this change by the issuing of a new licence?</b>

## Amendment of Part IV Licence Condition “Price Regulated Services”

- 2.8 Part IV of each telecommunications licence contains conditions that are applicable only to operators holding a dominant position. One of these conditions relates to “Price Regulated Services”.
- 2.9 The wording of this condition has given rise to difficulties of interpretation, in particular regarding the intended difference (if any) between “new prices”, “discounts” and “special offers” and regarding whether “day” refers to a calendar day or a working day.

2.10 The GCRA is therefore seeking views on a proposed clarificatory amendment to this condition, which is set out below.

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

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

<sup>5</sup> Amended by CICRA 12/03, January 2012, to take effect from 1 February 2012.



	<p>justifiable.</p> <p>X.4 The GCRA may by direction determine the maximum level of charges the Licensee may apply for Licensed Telecommunications Services within a Relevant Market in which the Licensee has been found to be dominant. A determination may:</p> <p>(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</p> <p>(b) restrict increases in any such charges or to require reductions in them whether by reference to any formula or otherwise; or</p> <p>(c) provide for different limits to apply in relation to different periods of time falling within the periods to which any determination applies.</p> <p>X.5 If the GCRA, after consulting the Licensee and such other persons as it may determine, is satisfied that any price is in breach of the Regulation Law, the Telecommunications Law or this Licence, the GCRA may, by issuing a direction, require the Licensee to bring that price into conformity with the Laws and/or the requirements of this Licence.</p> <p>X.6 The GCRA may, after consulting the Licensee and such other persons as it may determine, and for specific services only, replace the obligation in Condition X.1 to publish changes at least 21 or 30 days in advance of their coming into force with an obligation to notify the GCRA on the day of the changes coming into force and to put the notification prominently on its website.</p> <p>X.7 In this Condition [X] the term “<b>day</b>” means a calendar day.</p>
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<b>Question 5</b>	<b>Do you agree with the proposal to amend the “Price Regulated Services” condition contained in each telecommunications licence / include the revised “Price Regulated Services” condition in a new combined licence?</b>
<b>Question 6</b>	<b>Do you have any comments on the way the GCRA proposes to make this change?</b>

Other changes

- 2.11 The GCRA proposes to make a number of additional minor changes to the licences of each operator. These are intended to:
- a. Ensure consistency between the definitions used in the licences and the definitions set out in the Telecommunications (Bailiwick of Guernsey) Law, 2001 (**Telecoms Law**) and/or the Regulation of Utilities (Bailiwick of Guernsey) Law, 2001 (**Utilities Law**).

- b. Remove obsolete provisions from licences.
- c. Update out of date references (e.g. to legal provisions that have been superseded).
- d. Make minor amendments to improve clarity and/or accuracy (e.g. insert definitions; remove unnecessary capitalisations from words).

2.12 In respect of fixed licences, the following changes are proposed:

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

	<p>Insert definition of “Bailiwick”</p> <p><b>“Bailiwick”</b>: means the Bailiwick of Guernsey.</p>	<p>Definition missing from existing licences</p>
	<p>Amend definition of “Conditions”</p> <p>Conditions means Conditions <del>1 through 31 of this Licence</del> included in this Licence as may be amended, revoked or added to by the GCRA from time to time</p>	<p>Simplification and removes need to update licence should extra conditions be added. Consistency with mobile licences.</p>
	<p>Stylistic amendment to definition of “Copper Line”</p> <p><del>“Copper Line” is where a telecommunication network is connected to any network termination point (with customer premises equipment) by way of</del> <b>“Copper Line”</b> means a copper line, which is independently powered from the street cabinet or local exchange and not dependent on mains power at the relevant premises to <del>power transmit</del> analogue voice communication <del>down that copper line,</del> connecting a telecommunication network to any network termination point (with customer premises equipment).</p>	<p>Consistency with drafting style used in other definitions</p>
	<p>Insert definition of “Customer Premises Equipment”</p> <p><b>“Customer Premises Equipment”</b>: means telecommunications apparatus</p>	<p>Completeness - consistency with definition contained in Telecoms Law</p>

	<p>located at a user’s premises and connected to a telecommunications network at a network termination point.</p>	
	<p>Insert definition of “Dominant Position”</p> <p><b>“Dominant position”</b>: in relation to a relevant market, shall be construed as it would be in the United Kingdom under the Competition Act 1998, but with the substitution, where appropriate, of references to the Bailiwick for references to the United Kingdom.</p> <p>FN: The Telecommunications (Bailiwick of Guernsey) Law, 2001, s.31(1); The Regulation of Utilities (Bailiwick of Guernsey) Law, 2001, s.22(1).</p>	<p>Clarify that “Dominant Position” is a defined term in the Telecoms Law and the Utilities Law and that that definition applies to the licence</p>
	<p>Stylistic amendment to definition of “FTTP”</p> <p><b>“FTTP”</b> (or “Fibre to the Premises”): <del>is where</del> means the transmission of communications down an optical fibre cable which connects a telecommunication network <del>is connected to any</del> a network termination point (with customer premises equipment) <del>by way of an optical fibre cable (rather than a copper line) and communication down that optical fibre would be and which is dependent on an ongoing</del></p>	<p>Consistency with drafting style used in other definitions</p>

	<p><del>power supply from the mains at the relevant premises in the absence of a</del> battery back-up unit or <del>other</del> uninterrupted power source <del>to function</del>.</p>	
	<p>Stylistic amendment to definition of "FTTP Fibre"</p> <p>"FTTP Fibre <del>is</del>": means the optical fibre cable referred to in the definition of FTTP.</p>	<p>Consistency with drafting style used in other definitions</p>
	<p>Stylistic amendment to definition of "FTTP" Voice</p> <p>"FTTP Voice <del>is</del>": means voice communication provided as a Telecommunications Service by any telecommunications licensee to any User at Residential Premises and which utilises and 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.</p>	<p>Consistency with drafting style used in other definitions</p>
	<p>Insert definition of GCRA</p> <p>"GCRA": means the Guernsey Competition and Regulatory Authority.</p>	<p>Definition missing from existing licences</p>
	<p>Insert definition of "Interconnection"</p>	<p>Completeness - consistency with definition contained in the Telecoms Law</p>

	<p><b>“Interconnection”</b>: means the physical and logical linking of telecommunications networks used by the same or a different organisation in order to allow the users of one organisation to communicate with the users of the same or another organisation or to access services provided by another organisation; and services may be provided by the parties involved or other parties who have access to the network.</p>	
	<p>Amend definition of “Licence”</p> <p><b>“Licence”</b>: means this licence <del>to provide the Licensed Telecommunications Services and to establish, operate and maintain the Licensed Telecommunications Network, subject to the Conditions</del></p>	<p>Simplification – unnecessary to describe the function of the Licence in the definition</p>
	<p>Amend definition of “Licensed Telecommunication Network”</p> <p><b>“Licensed Telecommunications Network”</b>: means the <b>Fixed Telecommunications Network</b> <del>(other than the Licensed Mobile Telecommunications Network)</del> which the Licensee is authorised to establish, operate and maintain in the Bailiwick for the purposes of providing the Licensed Telecommunications Services <del>(other than Licensed Mobile Telecommunications Services)</del>.</p>	<p>Accuracy and clarity – remove references to Licensed Mobile Telecommunications Network</p>

	<p>Amend definition of “Licensed Telecommunications Services”</p> <p>“Licensed Telecommunications Services”: means the provision, <b>by the Licensee, as authorised by this Licence, of Fixed Telecommunications Services to third parties using the Licensed Telecommunications Network.</b></p>	<p>Accuracy and clarity – remove references to Licensed Mobile Telecommunications Services</p>
	<p>Remove definition of “Licensed Mobile Telecommunications Services”</p>	<p>Does not appear in the licence other than in the definition.</p>
	<p>Insert definition of “Network Termination Point”</p> <p><b>“Network Termination Point”:</b> means any physical point of connection forming part of a telecommunications network at which another telecommunications network or customer premises equipment may be attached.</p>	<p>Completeness - consistency with definition contained in the Telecoms Law.</p>
	<p>Replace definition of “Numbers” with</p> <p><b>“Numbers”</b> means the formats of codes and subscriber numbers for routing telecommunications services to a network termination point, user, telecommunications equipment or customer premises equipment in the Bailiwick, which formats are allocated by the GCRA or by Ofcom.</p>	<p>Uniform definition across all licences.</p>

	<p>Insert definition of "Ofcom"</p> <p><b>"Ofcom":</b> means the Office of Communications established in the UK pursuant to section 1 of the Office of Communications Act 2002.</p>	<p>Definition missing from existing licence</p>
	<p>Stylistic amendment to definition of "Public Emergency Call Service"</p> <p><b>"Public Emergency Call Service":</b> <del>is</del> means a <del>Telecommunications—Service</del> telecommunications service that enables a User at any time and without incurring any charge or using any coin or token, to communicate with the police, the ambulance or fire services or the maritime search and rescue services and to notify them of an emergency by using customer premises equipment lawfully connected to the Licensed <del>Telecommunications</del> Network at any place in the Bailiwick.</p>	<p>Consistency with drafting style using in other definitions</p>
	<p>Stylistic amendment to definition of "Residential Premises"</p> <p><b>"Residential Premises"</b> <del>is</del> means</p>	<p>Consistency with drafting style using in other definitions</p>
	<p>Amend definition of "Subscriber"</p> <p><b>"Subscriber":</b> means a legal or natural person who has a contract with the licensee to receive Licensed <del>Telecommunications</del> Services. For the avoidance of doubt a</p>	<p>Accuracy – replace "Licensed Services" with "Licensed Telecommunications Services"</p>



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

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

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

	In the absence of agreement between the parties in accordance with Condition [ ]	
Linked Sales	[Starlink; Richard Bird; Gamma] In sub-condition 1, replace "him" with "it"	Accuracy –GCRA has replaced the Director General

<b>Question 7</b>	<b>Do you agree with the above proposed amendments?</b>
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2.13 In respect of mobile licences, the following changes are proposed:

<b>Mobile licences</b>		
<b>Condition</b>	<b>Proposed change</b>	<b>Reason for change</b>
Condition 1 (Definitions and Interpretation)	Insert definition of "Access"  "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.	Completeness - consistency with definition contained in Telecoms Law
	Insert definition of "Associated Facilities"  "Associated Facilities": means those descriptions of classes of telecommunications equipment which are designated as associated facilities by the Authority from time to time and	Completeness - consistency with definition contained in Telecoms Law

	<p>which include, but are not limited to, housing, masts and electricity supply.</p>	
	<p>Insert definition of “Authority”</p> <p><b>“Authority”:</b> means the Guernsey Competition and Regulatory Authority.</p>	<p>Definition missing from existing licences</p>
	<p>Insert definition of “Bailiwick”</p> <p><b>“Bailiwick”:</b> means the Bailiwick of Guernsey.</p>	<p>Definition missing from existing licences</p>
	<p>Insert definition of “Dominant position”</p> <p><b>“Dominant position”:</b> in relation to a relevant market, shall be construed as it would be in the United Kingdom under the Competition Act 1998, but with the substitution, where appropriate, of references to the Bailiwick for references to the United Kingdom.</p> <p>FN: The Telecommunications (Bailiwick of Guernsey) Law, 2001, s.31(1); The Regulation of Utilities (Bailiwick of Guernsey) Law, 2001, s.22(1).</p>	<p>Clarify that “Dominant position” is a defined term in the Telecoms Law and the Utilities Law and that that definition applies to the licence</p>
	<p>Insert definition of “ETSI”</p> <p><b>“ETSI”:</b> means the European Telecommunications Standards Institute.</p>	<p>Definition missing from existing licences</p>

	<p>Insert definition of "Interconnection"</p> <p><b>"Interconnection"</b>: means the physical and logical linking of the telecommunications <del>systems of two person who, for</del> telecommunications networks used by the same or a different organisation in order to allow the <del>time being, have the benefit of a Class or Individual Licence granted under Part I of the Telecommunications Law and one of whom may be the Licensee; and this for the purpose of allowing the Users</del> users of one organisation to communicate with the <del>Users</del> users of the same or another organisation or to access services provided by another organisation: and services may be provided by the parties involved or other parties who have <del>Access</del> access to the network.</p>	<p>Completeness - consistency with definition contained in the Telecoms Law</p>
	<p>Amend definition of "Licence"</p> <p><b>"Licence"</b>: means this licence <del>to provide Licensed Mobile Telecommunications Services and to establish, operate and maintain a Licensed Mobile Telecommunications Network, subject to the Conditions</del></p>	<p>Simplification – unnecessary to describe the function of the Licence in the definition</p>
	<p>Amend definition of "Licensed Mobile Telecommunications Network"</p>	<ul style="list-style-type: none"> <li>• Replace reference to Article 17 of Framework Directive with reference to Article 39 of Directive (EU) 2018/1972</li> </ul>

	<p><b>“Licensed Mobile Telecommunications Network”</b>: means a mobile network infrastructure constructed in accordance with the standards described below and used for the purpose of providing Licensed Mobile Telecommunications Services in accordance with this Licence; the applicable standards are:</p> <p>a) any relevant compulsory standards and/or specifications as are listed in the Official Journal of the European <del>Communities</del> Union for the provision of services, technical interfaces and/or network functions pursuant to Article <del>17</del> 39 of the <del>Framework</del> Directive (EU) 2018/1972.<sup>FN</sup> Where no compulsory standards or specifications have been so published, the <del>Communications—Provider</del> <b>Licensee</b> shall take full account of any relevant voluntary standards and/or specifications so published, and any relevant standards and/or specifications adopted by the European Standards Organisations.</p> <p>b) in the absence of such standards and/or specifications referred to in paragraph a) above, international standards or recommendations adopted by the <del>International Telecommunications—Union</del> <b>ITU</b>, the European Conference of Postal and Telecommunications Administrations (CEPT), the</p>	<p>because Framework Directive no longer in force – replaced by Directive (EU) 2018/1972</p> <ul style="list-style-type: none"> <li>• Replace “Communications Provider” with “Licensee” (consistency – “Communications Provider” not a defined term).</li> <li>• Replace “International Telecommunications Union” with “ITU” – ITU is a defined term</li> </ul>
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	<p>International Organisation for Standardisation (ISO) and the International Electrotechnical Committee (IEC).</p> <p>c) in the absence of such standards and/or specifications referred to in paragraphs a) and b) above, any other standard specified by the GCRA in a direction, provided that the GCRA shall not make such a direction if an appropriate European or other international standard is expected to be promulgated within a reasonable time.</p> <p>d) in any case, a standard specified by the GCRA for the purpose of enabling an Interconnection and, generally, interoperability as long as this standard does not do more than to require compliance with a relevant standard in existence as referred to in paragraphs a) to c) above.</p> <p>FN: Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communication Code, OJ L 321, 17/12/2018, P. 36-214.</p>	
	<p>Insert definition of “Network Termination Point”</p> <p><b>“Network Termination Point”:</b> means any physical point of connection forming part of a</p>	<p>Completeness - consistency with definition contained in the Telecoms Law</p>



	telecommunications network at which another telecommunications network or customer premises equipment may be attached.	
	<p><b>“Numbers”</b> means the formats of codes and subscriber numbers for routing telecommunications services to a Network Termination Point, User, telecommunications equipment or Customer Premises Equipment in the Bailiwick, which formats are allocated by the GCRA or by Ofcom.</p>	Consistency across licences
	<p>Amend definition of Ofcom</p> <p><b>“Ofcom”</b>: means the Office of Communications established in the UK pursuant to section 1 of the Office of Communications Act 2002.</p>	Consistency with fixed licences
	<p>Insert definition of “Public Emergency Call Service”</p> <p><b>“Public Emergency Call Service”</b>: means a telecommunications service that enables a User at any time and without incurring any charge or using any coin or token, to communicate with the police, the ambulance or fire services or the maritime search and rescue services and to notify them of an emergency by using customer premises equipment lawfully connected to the Licensed Telecommunications Network at any place in the Bailiwick.</p>	Definition missing from existing licence

Condition 2.7 (Scope of the Licence)	Remove references to “he” in subparagraphs (a), (b) and (c)  “ <del>He</del> or they”	Clarity
Condition 2.8 (Scope of the Licence)	In sub-condition (a), update reference to Companies (Guernsey) Law from 1994 to 2008	Law change
	In sub-condition (b), remove capitalisation of term “body corporate”	Not a defined term
	In sub-condition (c), remove capitalisation of term “body corporate”	Not a defined term
Condition 9.1 (Integrity of the Network)	<p>Replace “this condition” with “this Condition 9.1”</p> <p>9.1 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</p>	Accuracy

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

Condition 23 (Application of Conditions)	Remove capitalisation of “position”	Consistency with Telecoms Law
	Replace “he” with “it”	Accuracy – Director General replaced by GCRA
Condition 31 (Mobile Virtual Network Operators)	<p>In sub-condition 1, insert definition of “Mobile Reference Offer”</p> <p>31.1 Without prejudice to the power of the GCRA to direct the publication of a Reference Offer at any time, in the event that the Licensee is the only licensed mobile telecommunications operator in the Bailiwick it shall publish a Reference Offer for MVNO Access (“<b>MVNO Reference Offer</b>”).</p>	Accuracy and clarity
	<p>In sub-condition 4, replace “The Licensee shall not be required to enter into an MVNO Access agreement or provide MVNO services” with “<b>The Licensee shall not be required to enter into an agreement with an Other Licensed Operator to allow MVNO Access (“MVNO Access Agreement”)</b> or to provide MVNO Services”</p>	Accuracy

Question 8	Do you agree with the above proposed amendments?
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### 3. Next steps

- 3.1 Licensees and other interested parties are invited to submit written responses to this consultation by 4 p.m. on Friday 13 December 2024.
- 3.2 Responses should be submitted by e-mail to [info@gcra.gg](mailto:info@gcra.gg). They should be marked **T1687G - Licence Modification – Consultation**. If any part of a response is considered to be confidential, it should be clearly marked by highlighting in yellow.



**Licence (as modified)**

**issued to**

**Sure (Guernsey) Limited**

**Under**

**THE TELECOMMUNICATIONS (BAILIWICK OF GUERNSEY) LAW, 2001**

**Part 1, Section 2**

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

**DATED:**

**SIGNED ON BEHALF OF THE GUERNSEY COMPETITION AND REGULATORY AUTHORITY**

## CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

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

**“Access”**: means such facilities and services as may be necessary to obtain or facilitate the obtaining of access to telecommunications networks, telecommunications equipment, network termination points and associated facilities for the purposes of the provision of Fixed Telecommunications Services or 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.

**“Bailiwick”**: means the Bailiwick of Guernsey.

**“Code”**: means the code included as Schedule 1 in the Telecommunications Law unless the context indicates otherwise

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

**“Copper Line”**: means a copper line, which is independently powered from the street cabinet or local exchange and not dependent on mains power at the relevant premises to transmit analogue voice communication, connecting a telecommunications network to any network termination point (with customer premises equipment).

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

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

**“Dominant position”**: in relation to a relevant market, shall be construed as it would be in the United Kingdom under the Competition Act 1998, but with the substitution, where appropriate, of references to the Bailiwick for references to the United Kingdom.<sup>1</sup>

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

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

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

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

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

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

**“FTTP Voice”**: means voice communication provided as a Telecommunications Service by any telecommunications licensee to any User at Residential Premises and which utilises an FTTP Fibre wholly or partially, whether this voice service is provided alone or combined with broadband services, but excludes a purely broadband service (without voice) provided by any such licensee and also excludes any over the top application (other than those provided by a licensee) which provides voice services over broadband.

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

**“Interconnection”**: means the physical and logical linking of telecommunications networks used by the same or a different organisation in order to allow the users of one organisation to communicate with the users of the same or another organisation or to access services provided by another organisation: and services may be provided by the parties involved or other parties who have access to the network.

**“ITU”**: means the International Telecommunications Union.

**“Licence”**: means this licence.

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

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

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

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

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

- a) any relevant standards and/or specifications as are listed in the Official Journal of the European Union for the provision of services, technical interfaces and/or network

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



functions pursuant to Article 39 of Directive (EU) 2018/1972.<sup>3</sup> Where no 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.

**"Mobile Telecommunications Services"**: means services (other than satellite services) the provision of which consists, wholly or partly, in the establishment of radiocommunications to Users, which makes use wholly or partly of a Mobile Telecommunications Network and which has the characteristics of a pan-European, cellular, digital, land based, mobile telephony service compatible with the European standards. These services may be provided in the bands specified in Schedule 1 of this Licence in accordance with the Wireless Telegraphy Act and the ETSI technical specifications.

**"Licensee"**: means [INSERT NAME OF LICENSEE HERE].

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

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

**"MVNO" or "Mobile Virtual Network Operator"**: means an organisation offering mobile communications services and operating a physical network infrastructure including, as a minimum, a mobile switching centre, home location register and authentication centre, having its own unique Mobile Network Code with distinct Number series (where applicable) according to ITU standards, and issuing its own branded SIM Cards (or equivalent) but operating without a mobile radio access network.

**"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

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<sup>3</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.

telecommunications services to a Network Termination Point, User, telecommunications equipment or Customer Premises Equipment in the Bailiwick, which formats are allocated by the GCRA or by Ofcom.

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

**"Ofcom"**: means the Office of Communications, the UK communications regulator that regulates the TV and radio sectors, fixed line and mobile telecommunications operators, and the airwaves over which wireless devices operate.

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

**"Public Emergency Call Service"**: means a telecommunications service that enables a User at any time and without incurring any charge or using any coin or token, to communicate with the police, the ambulance or fire services or the maritime search and rescue services and to notify them of an emergency by using customer premises equipment lawfully connected to the Licensed Telecommunications Network at any place in the Bailiwick.

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

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

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

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

**"Subscriber"**: means a legal or natural person who has a contract with the Licensee to receive Fixed Telecommunications Services and/or Mobile 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) in respect of the provision of Fixed Telecommunications Services, a period of fifteen years from [INSERT DATE HERE],
- (b) in respect of the provision of Mobile Telecommunications Services, an indefinite period.

**"The Code"**: means the code set out in Schedule 1 of the Telecommunications Law.

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

**"Universal Service Obligation"**: means the obligation to provide the Universal Service as set

out in Condition 12 of this Licence.

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

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

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

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

## PART I: ESTABLISHMENT AND ENFORCEMENT

### 2. SCOPE OF THE LICENCE

2.1 This Licence authorises the Licensee, in accordance with the terms of this Licence, to provide Fixed Telecommunications Services and Mobile Telecommunications Services in the bands specified in Schedule 2 to this Licence and to establish, operate and maintain a Fixed Telecommunications Network and a Mobile Telecommunications Network in the Bailiwick of Guernsey for the Term.

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 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 2.2 does not apply to:

- (a) a mortgage or other transaction entered into for the purpose of securing borrowings of the Licensee or an Associated Company, being borrowings for the purpose of the Licensed Telecommunications Network or the provision thereof or anything incidental thereto, or
- (b) a transfer, assignment or other disposal of an interest in assets under an arrangement whereby the Licensee retains the use and benefit of such assets for the remainder of the useful life of such assets and for the duration of the Licence, or
- (c) a transfer, assignment or other disposal of assets made in the ordinary course of business.

2.3 Subject to Condition 9 the Licensee shall notify the GCRA of the occurrence of any of the following:

- (d) 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;
- (e) 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.

2.4 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.

2.5 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.

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

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

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

2.7 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.

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

2.9 The Licensee shall ensure that:

- (a) 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.

2.10 **Ring Fencing.**<sup>4</sup> In order to facilitate the ability of the Licensee at all times to provide Licensed Telecommunications Services without undue reliance on third parties (including Associated Companies, whether in Guernsey or elsewhere), the Licensee shall at all times act in a manner best calculated to ensure that it has, or has access to, adequate -

- (a) financial resources, and
- (b) management resources and systems of internal control,

to enable it to secure the provision of Licensed Telecommunications Services including any investment necessary to fulfil its obligations under the Licence.

The Licensee shall ensure that its access to resources and systems referred to above is not dependent upon the discharge by any other person of any obligation under, or arising from, any agreement or arrangement under which that other person has agreed to provide any services to the Licensee. For the avoidance of doubt, this condition 2.10 shall not prevent the Licensee from procuring operational resources or facilities from any other person (including an Associated Company).

2.11 **Undertakings from Ultimate Controller.** The Licensee shall procure from the Ultimate Controller of the Licensee and, when the Ultimate Controller is not a Guernsey company, procure from the ultimate parent company of the Licensee, legally enforceable undertakings in favour of the Licensee in a form agreed by the GCRA as appropriate and expressed to remain in force for as long as the Licensee retains its Licence. Should the Licensee cease to hold a dominant position in a relevant market then the GCRA may modify this Condition 2.11 to take account of the change of circumstance.

2.12 The undertakings referred to in sub-**paragraph** (1) shall provide that -

- (a) The persons providing the undertakings will, and will procure that each of their subsidiaries (other than the Licensee and its subsidiaries) will, give to the Licensee all such information as could reasonably be expected to be necessary to enable the Licensee to comply with its obligations under Relevant Legislation and in order to comply with conditions of the Licence

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<sup>4</sup> Conditions 2.11 - 2.18 introduced by CICRA 13/26, May 2013

or directions of the GCRA under the Relevant Legislation or the Licence; and

- (b) The persons providing the undertakings will, and will procure that each of their subsidiaries (other than the Licensee and its subsidiaries) will, refrain from any action which would or could reasonably be expected to cause the Licensee to breach any of its obligations under Relevant Legislation or the conditions of the Licence.

- 2.13 "Relevant Legislation" is defined for the purposes of condition 2.12 as the Telecommunications (Bailiwick of Guernsey) Law 2001, the Regulation of Utilities (Bailiwick of Guernsey) Law 2001, the Competition (Guernsey) Ordinance 2012, the Wireless Telegraphy (Guernsey) Order 2006, and the Communications (Bailiwick of Guernsey) Order 2003, or any subsequent legislation covering subjects equivalent to the legislative instruments above.
- 2.14 The Licensee shall, not later than one week after the completion of any Change of Control, produce to the GCRA the original of each of the undertakings given to it in accordance with Condition 2.11 and provide to the GCRA such certified copies of those undertakings as it may require.
- 2.15 The Licensee shall immediately inform the GCRA in writing if it becomes aware that any such undertaking as is referred to in Condition 2.11 has ceased to be legally enforceable or that there has been any breach of its terms.
- 2.16 The Licensee shall not, except with the written consent of the Authority, enter directly or indirectly into any contract or arrangement with the Ultimate Controller of the Licensee (or the ultimate parent company of the Licensee as the case may be) or any Associated Company (other than subsidiaries of the Licensee) at a time when:
- (a) Any one of the undertakings complying with Condition 2.11 does not subsist, or
  - (b) There is an unremedied breach of any one of those undertakings.
- 2.17 For the purposes of this Condition, "**Ultimate Controller**" means any person who or which (alone or jointly with others, and directly or indirectly) in the reasonable opinion of the GCRA is in a position to Control the Licensee.

### **3. LICENCE FEE**

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

### **4. PROVISION OF INFORMATION**

- 4.1 For the purpose of monitoring the Licensee's compliance with the Conditions and the Laws, the Licensee shall provide to the GCRA in the manner and at the times required by the GCRA, any documents, accounts, returns, estimates, reports or other information including but not limited to the documents, accounts, returns, estimates, reports and other information specified in this Licence.

4.2 The GCRA may require an examination, investigation or audit of any aspect of the Licensee's business relating to the Licensed Telecommunications Network or the Licensed Telecommunications Services or its compliance with the Conditions and the Laws, and the Licensee shall provide any assistance requested by the GCRA in relation to any such examination, investigation or audit. The GCRA may issue directions with regard to the manner in which such examination, investigation or audit is carried out.

4.3 In particular, the GCRA may authorise a person to carry out an examination, investigation or audit or may require the Licensee to arrange for an examination, investigation or audit of any aspect of the Licensed Telecommunications Network or the provision of the Licensed Telecommunications Services to ensure compliance with the Conditions. The Licensee shall allow the GCRA's authorised representative to attend at, enter and inspect any premises under the Licensee's or any of its Associated Companies' control, and to take copies of any documents and to acquire any information in the control of the Licensee or any of its Associated Companies, as may be required in order to carry out the examination investigation or audit.

4.4 The Licensee shall bear all reasonable costs associated with any examination, investigation or audit conducted under this Condition 4.

## **5. COMPLIANCE**

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

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

## **6. MODIFICATION**

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

## **7. ENFORCEMENT AND REVOCATION<sup>5</sup>**

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**

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

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<sup>5</sup> Modified by GCRA Final Licence Modification Decision of 18 March 2022, in matter T1601G, entitled "Licence Modification: Regulatory Fining Powers".



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

## **9. INTEGRITY OF THE NETWORK**

- 9.1 The Licensee shall take all reasonable steps to ensure the integrity of its Fixed Telecommunications Network and may refuse to provide the Fixed Telecommunications Services which it is obliged to provide in accordance with Condition 11 of this Licence to a particular User if providing those Fixed Telecommunications Services would or would be likely to cause damage or interference to the Fixed Telecommunications Network or Fixed Telecommunications Services.
- 9.2 In the event of a dispute arising as to the application of Condition 9.1, the Licensee shall provide details with regard to its proposed action and the GCRA shall determine the dispute and, where required, issue a direction on the matter under this Condition 9.
- 9.3 If the Licensee refuses to provide Mobile Telecommunications Services because providing those Mobile Telecommunications Services would or would be likely to cause damage or interference to Licensed Telecommunications Networks or Licensed Telecommunications Services, and in the event of a dispute arising as to this refusal, the Licensee shall provide details with regard to its proposed action and the GCRA shall determine the dispute and, when required, issue a direction on the matter under this Condition 9.

## **10. MATTERS OF INTEREST TO THE BAILIWICK**

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

## **11. TERM AND RENEWAL**

- 11.1 The Licence commences on the Licence Commencement Date and continues, subject to Licensee's compliance with the Conditions and the Laws and subject to any revocation or suspension by the GCRA:
  - (a) in respect of the provision of Fixed Telecommunications Services for a period of fifteen years from the Commencement Date,

- (b) in respect of the provision of Mobile Telecommunications Services for an indeterminate period.
- 11.2 At any time after the eleventh anniversary but prior to the twelfth anniversary of the Licence Commencement Date, the Licensee may serve notice on the GCRA requesting a renewal of this Licence.
- 11.3 Within one hundred and eighty days of receipt of the notice under Condition 10.2, or such further period as may be agreed with the Licensee, the GCRA shall notify the Licensee whether or not the Authority agrees to a renewal of the Licence subject to the same Conditions or any modified, amended or additional Conditions, subject to the Licensee providing all necessary information to the GCRA to enable it to make the notification within the required time.

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## 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 (“**Universal Service Obligation**”). 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 issue a direction introducing a mechanism to share the determined net cost of the Universal Service obligation between licensed operators. Such a direction 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 pursuant to this Licence, 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 Fixed 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. PROVISION OF SERVICE TO THE PUBLIC

- 13.1 Where the Licensee provides Mobile Telecommunications Services under this Licence, such services shall be provided to Users generally, without discrimination and in accordance with the Conditions.
- 13.2 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.

### 14. PUBLIC EMERGENCY CALL SERVICES<sup>6</sup> - FIXED

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

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<sup>6</sup> Condition 14 replaced from 19 April 2022 by way of a GCRA Final Licence Modification Decision of 12 April 2022 in Matter T1557G, entitled “Licence Modification: Fibre to the Premises – Emergency Calls”. Guidelines referred to in Condition 14.2. were finally approved under the same Decision and came into effect on the same date (19 April 2022).

- 14.2 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.
- 14.3 During the fibre installation process and on a yearly basis thereafter, the Licensee will inform each User of Fixed Telecommunications Services served by way of a Copper Line that any Fixed Telecommunication Services (including Public Emergency Call Services) will cease to function during a power outage and indicate measures that the Users can take to protect themselves against this eventuality.
- 14.4 The Licensee shall ensure that codes 112 and 999 and other codes which may be designated as emergency access codes ("Emergency Access Codes") are exclusively reserved for calls to emergency services.
- 14.5 Where, under this Licence, the Licensee provides Mobile Telecommunications Services, it shall ensure that Emergency Access Codes are 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.

**15. PUBLIC EMERGENCY CALL SERVICES – MOBILE**

- 15.1 The Licensee shall provide a public emergency call service, being a Mobile Telecommunications Service that enables a User at any time and without incurring any charge or using any coin or token, to communicate with the police, the ambulance or fire services or the maritime search and rescue service and to notify them of an emergency by using any terminal equipment lawfully connected to the Licensee's Mobile Telecommunications Network at any place in the Bailiwick.
- 15.2 The Licensee shall ensure that codes 112 and 999 and other codes which may be designated as emergency access codes shall be open to all terminal equipment equipped with a valid SIM Card or other equivalent identifier, where technical necessary, and are exclusively reserved for calls to emergency services

**16. DIRECTORY INFORMATION**

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

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

## **17. PUBLIC PAY TELEPHONES**

17.1 The Licensee shall ensure that the following services are accessible at all Public Pay Telephones forming part of the Fixed Telecommunications Network operated under this Licence:

- (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 17, "**Voice Telephony Services**": means the conveyance of voice messages between the Licensee's Fixed Telecommunications Network and any other public telecommunications network.

17.2 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;
- (e) contact information in the event of service complaints.

17.3 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.

17.4 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.

## **18. DEVELOPMENT OF NETWORK AND SERVICES**

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

18.2 The Licensee shall comply with any directions issued by the GCRA from time to time, regarding

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

## **19. Wholesale Line Rental**

19.1 The Licensee shall provide Wholesale Line Rental (“WLR”) for single lines on its fixed-line network to Other Licensed Operators. The Licensee shall be entitled to share the efficient costs of the provision of the WLR service proportionately with each of the Other Licensed Operators that seek WLR and will ensure that it makes representatives available to attend meetings, upon reasonable notice, with the GCRA and/or its representatives to discuss the implementation or operation of WLR. Where a dispute arises in respect of WLR charges, the GCRA may set the maximum price for the provision of such a service.<sup>7</sup>

## **20. MONITORING PERFORMANCE**

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

### **20A Minimum Requirements for 4G services<sup>8</sup>**

20A.1 The Licensee shall comply with the minimum requirements of the 4G competitive process as set out in Schedule 2 of this Licence.

### **20B Performance Commitments for 4G services<sup>9</sup>**

20B.1 The Licensee shall comply with the performance commitments of the 4G competitive process as set out in the confidential Schedule 3 of this Licence.

## **21. CONSUMER PROTECTION**

21.1 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.

21.2 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.

21.3 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

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<sup>7</sup> Inserted by CICRA 14/37, July 2014.

<sup>8</sup> Inserted by CICRA 15/12 of 27 March 2015

<sup>9</sup> Inserted by CICRA 15/12 of 27 March 2015

the interests of its Subscribers or Users.

- 21.4 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.
- 21.5 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.
- 21.6 The Consumer Code shall identify a transparent, simple, inexpensive procedure in order to address, inter alia, the following:
- (a) the appointment of a representative of the Licensee to be the first point of contact for Users and Subscribers;
  - (b) a means of recording complaints against and disagreements with the Licensee;
  - (c) the procedure and time frame in which the Licensee will respond to complaints and disagreements;
  - (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.
- 21.7 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 intended implementation date. The GCRA may under this Condition 21 issue a direction to the Licensee as to the steps that the Licensee must take in respect of the proposed changes, including but not limited to a direction not to make those changes, a direction to amend the proposed changes further or a direction as to the implementation date of the proposed changes.
- 21.8 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 ("**Minimum Service Levels**"), any exceptions to these, and the compensation or refunds it will offer to Users, Subscribers or prospective Subscribers where Minimum Services Levels are not met ("**Statement**"). The Licensee shall also submit the Statement to the GCRA.
- 21.9 The GCRA may consult publicly on a Statement provided in accordance with Condition 21.8 and issue directions to the Licensee specifying any modifications or additions that the Authority considers should be made to the statement. The Licensee shall then re-publish the statement in the agreed form, in accordance with any directions as to publication made by the GCRA and shall forthwith implement the same. The GCRA may from time to time issue further directions requiring modifications or additions to the Statement and as to its re-publication and implementation.

- 21.10 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 minimum service levels described in Condition 21.8
  - (b) the compensation that has been paid in relation to complaints or disagreements where the Subscriber's or User's complaints were upheld and why complaints were dismissed; and
  - (c) such other matters that the GCRA directs should be included in the report.
- 21.11 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.
- 21.12 The GCRA may require the licensee to set up, at its expense, a User Council or Councils for the specific purpose of obtaining and representing the views of customers.

## **22. FIXED TERM CONTRACTS<sup>10</sup>**

- 22.1 The Licensee shall give a Relevant Subscriber not less than two calendar months' notice in writing of an increase to the unit price of a telecommunication service supplied under a Fixed Term Contract.
- 22.2 If the Licensee wishes to increase the unit price of a telecommunication service supplied under a Fixed Term Contract, it shall allow a Relevant Subscriber to terminate its contract for that telecommunication service without penalty, provided that: (i) notice is given in writing by the Relevant Subscriber to the Licensee at any time during the notice period referred to in Condition 22.1; and (ii) the Relevant Subscriber pays to the Licensee any outstanding subsidy in respect of telecommunications equipment supplied at no charge or at a discount by the Licensee under the contract.
- 22.3 As part of any notice referred to in Condition 22.1, the Licensee shall inform the Relevant Subscriber of (i) its ability to terminate its contract for that telecommunication service without penalty; and (ii) the amount of the outstanding telecommunications equipment subsidy referred to in Condition 22.2.
- 22.4 This Condition 22 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.

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<sup>10</sup> Inserted by CICRA 14/R27 of July 2014 and effective 1 October 2014.



- 22.5 For the purposes of this Condition 22, a “**Relevant Subscriber**” means a residential or domestic subscriber, or a business with fewer than 10 employees located in the Channel Islands.
- 22.6 For the purposes of this Condition 22, “**Fixed Term Contract**” means a contract involving the supply of telecommunication services by the Licensee with a term of more than 2 months.
- 22.7 For the avoidance of doubt, any reduction in call and/or text and/or data allowances provided to a Subscriber under a Fixed Term Contract for a telecommunication service will constitute an increase in the unit price charged to the Subscriber and thus a circumstance to which Conditions 22.1 and 22.2 and 22.3 would apply. However, for mobile telephone contracts only, increases in charges for calls, texts and data not provided within an inclusive bundle shall be deemed not to be an increase in the unit price.
- 22.8 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.

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### **PART III: GENERAL CONDITIONS RELATING TO THE PROVISION OF TELECOMMUNICATIONS**

#### **23. NUMBERING**

- 23.1 The Licensee shall use only those Numbers that are allocated to it for the purpose of terminating messages on the Licensed Telecommunications Network and shall comply with any directions concerning use and allocation which are issued by the GCRA from time to time.
- 23.2 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.
- 23.3 The Licensee shall not charge its customers for allocations of Numbers except where authorised and in accordance with any direction from the GCRA.
- 23.4 The Licensee shall comply with any directions issued by the GCRA in respect of Number Portability.

#### **24. RADIO FREQUENCY SPECTRUM**

- 24.1 The Licensee shall provide the Licensed Telecommunications Services in accordance with the requirements of the Wireless Telegraphy Act and Telecommunications Act.
- 24.2 The Licensee shall at all times facilitate the proper management of the radio frequency spectrum and shall ensure that the equipment and systems of the Licensee are adequate to prevent or, if necessary, eliminate interference with other authorised radio systems. The Licensee shall if so directed by the GCRA in writing where the Authority believes that an emergency exists:
- (a) modify, in such manner as may be specified in the direction, the operating characteristics of any radio transmitting station used for the purposes of the Licensed Telecommunications Services; or
  - (b) cease operating any radio channel or radio transmitting station used for the purposes of the Licensed Telecommunications Services.
- 24.3 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.

#### **25. ACCESS TO LAND**

- 25.1 The Licensee shall be entitled to all powers and rights and subject to all such obligations as are set out in The Code. Nothing in this Licence shall absolve the Licensee from any requirement in law to obtain such additional consents, permissions, authorisations or licences as may be necessary for the provision of the Licensed Telecommunications Network and the Licensed Telecommunications Services and for the exercise of its rights or discharge of its obligations under this Licence.

## **26. ACCESS TO FACILITIES**

- 26.1 The Licensee will use best endeavours to allow Other Licensed Operators to access its Mobile Telecommunications Network infrastructure. The Licensee will prepare a standard "Access to Facilities" agreement for use with Other Licensed Operators within three months of any request and a copy of the agreement will be filed with the GCRA.
- 26.2 Without prejudice to the foregoing, Access provided under Condition 0 shall include but not be limited to the sharing by the Licensee of telecommunications equipment and Associated facilities such as housing, masts, electricity supply etc with Other Licensed Operators within the Bailiwick.
- 26.3 If the Licensee or the Licensee's Associated Company and any Other Licensed Operator fail to reach agreement within sixty days in respect of a request by the Other Licensed Operator for Access and the GCRA considers that such Access is essential as being the only economically feasible means by which Fixed Telecommunications Networks or Mobile Telecommunications Networks can be installed or connected to the premises of a User or Subscriber, or over, under, in or across any public right of way or as being the only feasible means of avoiding material damage to the environment, the GCRA may direct the Licensee to allow, or to procure that the Licensee's Associated Company allows the Other Licensed Operator, Access on reasonable terms unless the GCRA determines that the Licensee or the Licensee's Associated Company concerned, alone or with any other person willing or required to do so, is unable to grant the necessary Access, or that it would otherwise be unreasonable for it to do so.
- 26.4 In the absence of agreement between the parties in accordance with Condition 26.3, the terms of Access including time limits for completion of any agreement shall be determined by the GCRA.

## **27. INTERCONNECTION**

- 27.1 The Licensee shall:
- (a) interconnect its Mobile Telecommunications Network with the Licensed Telecommunications Network of any Other Licensed Operator that is required to provide the Universal Service, provided the technical standards and specifications for Interconnection have been complied with; and
  - (b) have the right to negotiate Interconnection of the Licensed Mobile Telecommunications Network with the Licensed Telecommunications Network or the Mobile Telecommunications Network of any Other Licensed Operator whose licence authorises such Interconnection.
- 27.2 Any such Interconnection as required by Condition 27.1 above shall be made directly from the Licensed Mobile Telecommunications Network and shall occur within the island of Guernsey.

**28. CESSATION OF THE PROVISION OF THE LICENSED TELECOMMUNICATIONS SERVICES**

- 28.1 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 this Condition 0.
- 28.2 At any time within three years before the expiry of the Term or if the GCRA receives a notice under Condition 0 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 the Authority considers necessary or expedient to ensure the safety of the Licensed Telecommunications Services or the continuity and continuation of the provision of Licensed Telecommunications Services or any constituent parts thereof, and the Licensee shall comply with any such direction.

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## PART IV: CONDITIONS APPLICABLE TO DOMINANT OPERATORS

### 29. APPLICATION OF CONDITIONS

29.1 Where the GCRA has decided, in accordance with Section 5 of the Telecommunications Law, that the Licensee has a dominant position in a relevant market, the Conditions set out in Part IV of this Licence shall apply.

### 30. INTERCONNECTION

30.1 The Licensee shall:

- (a) have the right to Interconnect its Fixed Telecommunications Network and/or its Mobile Telecommunications Network with the Fixed Telecommunications Network or Mobile Telecommunications Network of any Other Licenced Operator, provided the technical standards and specifications for interconnection have been complied with; and
- (b) on request, Interconnect its Fixed Telecommunications Network and/or its Mobile Telecommunications Network with the Fixed Telecommunications Network or the Mobile Telecommunications Network of any Other Licensed Operator whose licence authorises such Interconnection,

at any technically feasible point.

30.2 The Licensee shall make available to interested parties such Technical Standards and Specifications as may be required to enable connection to the Licensee's Fixed Telecommunications Network and/or the Licensee's Mobile Telecommunications Network. The GCRA may issue a direction as to the information that must be provided.

30.3 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 Telecommunication Service; or
- (b) threaten the integrity, security, or interoperability of the Licensee's Fixed Telecommunications Network and/or the Licensee's Mobile Telecommunications 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.

30.4 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.

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

## **31. EQUAL ACCESS**

31.1 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 their 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. 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.

## **32. LEASED CIRCUITS**

32.1 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 the Licensee’s ability to offer prices that are in accordance with Condition 37;
- (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.

32.2 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.

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

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

32.4 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 32.3, 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.

32.5 The Licensee may include in its agreements with Users of leased circuits, reasonable restrictions consistent with Condition 32.3.

### **33. SEPARATE ACCOUNTS**

33.1 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.

### **34. CROSS SUBSIDISATION**

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

34.2 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 direction issued by the GCRA for this purpose.

### **35. UNDUE PREFERENCE AND UNFAIR DISCRIMINATION**

35.1 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.

### **36. LINKED SALES**

36.1 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 the GCRA 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.

36.2 The provisions of Condition 0 shall not prevent the Licensee from offering discounts in accordance with any discount scheme which complies with Condition 37.

### **37. PRICE REGULATED SERVICES**

37.1 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:

- (a) 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; and
- (b) on the day of its coming into effect in the case of mobile products and/or services,

The Licensee shall provide full details of the new Price to the GCRA.

37.2 In this Condition 37 the term “Price” includes any component of the price charged by the Licensee, which includes, but is not limited to, discounts to a published price and special offers.

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

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

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

37.5 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.

37.6 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 37.1 to publish changes at least 21 or 30 days in advance of their coming into force with an obligation to notify the GCRA on the day of the changes coming into force and to put the notification prominently on its website.<sup>11</sup>

37.7 In this Condition 37, the term “day” means a calendar day.

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<sup>11</sup> Amended by CICRA 12/03, January 2012, to take effect from 1 February 2012.



## **PART V: FAIR COMPETITION**

### **38. FAIR COMPETITION**

39.27 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 Licensed Telecommunications Networks or the provision of Licensed Telecommunications Services in the Bailiwick; 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 Licensed Telecommunications Networks or the provision of Licensed Telecommunications Services.

### **39. MISUSE OF DATA**

40.27 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.

### **40. NETWORK ACCESS<sup>12</sup>**

40.1 The Licensee shall, to the extent requested by another OLO, negotiate with that OLO with a view to concluding an agreement (or an amendment to an existing agreement) for Network Access.

40.2 Where an OLO reasonably requests in writing Network Access, the Licensee shall provide that Network Access. The Licensee shall also provide such Network Access as the GCRA may from time to time direct.

40.3 The provision of Network Access shall occur as soon as reasonably practicable and shall be provided on fair and reasonable terms, conditions and charges and on such terms, conditions and charges as the GCRA may from time to time direct.

40.4 Where the Licensee acquires information from another OLO before, during or after the process of negotiating Network Access and where such information is acquired in confidence, in connection with and solely for the purpose of such negotiations or arrangements, the Licensee shall use that information solely for the purpose for which it was supplied and respect at all times the confidentiality of information transmitted or stored. Such information shall not be passed on to any other party for whom such information could provide a competitive advantage. This does not apply to the passing of information to the GCRA where the GCRA requires that information in order to carry out its functions.

40.5 The Licensee shall comply with any direction the GCRA may make from time to time under this Condition 40.

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<sup>12</sup> Amended by CICRA 17/18, 6 July 2017 and effective from 13 July 2017.

## PART VI: ADDITIONAL CONDITIONS

### 41. MOBILE VIRTUAL NETWORK OPERATORS

41.1 Without prejudice to the power of the GCRA to direct the publication of a Reference Offer at any time, in the event that the Licensee is the only licensed mobile telecommunications operator in the Bailiwick it shall publish a Reference Offer for MVNO Access ("**MVNO Reference Offer**").

41.2 The MVNO Reference Offer shall be made to Other Licensed Operators and shall be offered according to a retail minus pricing scheme to be agreed between the Licensee and the Operator according to the retail minus pricing principles set out at Schedule I or such other basis as may be determined by the GCRA, and according to terms to be agreed between the parties.

41.3 The MVNO Reference Offer shall include (but not be limited to) the following conditions:

- (a) traffic forecasting obligations;
- (b) fee level;
- (c) fee structure;
- (d) services offered; and
- (e) penalty payments.

41.4 The Licensee shall not be required to enter into an agreement with an Other Licenced Operator to allow MVNO Access ("**MVNO Access Agreement**") or to provide MVNO 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 Network in a material way,

provided that the Licensee informs the Other Licensed Operator in writing with a copy to the GCRA on the same date justifying its decision to refuse an MVNO Access Agreement or its intention to terminate the provision of MVNO services under an MVNO Access Agreement. The GCRA may determine whether the action by the Licensee is reasonable and may issue directions accordingly.

### 42. CONDITIONS RELATING TO THE LICENSEE'S ACQUISITION OF GUERNSEY AIRTEL LIMITED

42.1 The Licensee shall comply with the requirements set out in Schedule 4 of this licence that were a condition of the exemption granted by the States' approval of the Competition (Time Limited Exemption) (Guernsey) Ordinance, 2024. The requirements are effective from the completion by the Licensee of the acquisition of Guernsey Airtel Limited (the **Completion Date**).<sup>13</sup>

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<sup>13</sup> Inserted on 1 October 2024.

## **Schedule 1 – Description of Retail-Minus**

Retail-minus fee shall be derived by subtracting from the retail price the costs saved by serving another network operator instead of retail customers and adding any extra costs incurred in providing services to another network operator.

### **Retail Price**

The retail price for voice shall be expressed as a single rate based on average retail prices given in pence per minute. More particularly it shall be the average effective revenue from connections, retail and calls and total minutes for those services available to the prospective MVNO. This may be calculated separately for different services and for different periods.

For certain data services to be specified in the MVNO Reference Offer the services may be charged according to capacity used, the specific event or a flat rate for a period.

### **Costs Saved**

Costs saved shall be the costs incurred in undertaking certain activities which must be carried out in order to serve a retail customer but which are not required for the provision of a service to an MVNO. They include but are not limited to:

- the costs to the Licensee of subsidising the price of handsets paid by customers;
- the costs to the Licensee of acquisition bonuses paid to marketing agents;
- the costs of equipment maintenance or replacement;
- the costs of retail marketing and sales;
- the costs of financing and retail billing including bad debt;
- retail computing costs; and
- customer service costs (back and front office).

### **Costs Incurred**

Costs incurred means the additional costs incurred when providing services to MVNOs and shall include but not be limited to:

- additional wholesale billing costs incurred as a result of providing wholesale services;
- computing costs (including system upgrades) of servicing other network operators;
- any additional administrative or operational costs associated with the provision of services to other licensed operators; and
- additional investment costs incurred to provide service to other licensed operators.

### **Net Avoidable Costs**

The net avoidable costs (i.e. costs saved less those additional costs incurred) will be calculated as a percentage of the relevant average effective revenue.

The calculation of net avoidable costs may be revised annually by the Licensee.

**Schedule 1A – Licensee’s Network**

The Licensee may use spectrum within the frequency range set out in the table below (**Spectrum**) for the provision of Licensed Telecommunications Services within the Bailiwick of Guernsey, provided that the Licensee holds a licence issued by Ofcom for the use of that Spectrum:

Frequencies

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## Schedule 2 - Minimum Requirements for 4G services<sup>14</sup>

- Requirement 1** The Licensee shall by no later than 31 December 2016 provide, and thereafter maintain, an electronic communications network that is capable of providing, with 90% confidence, a mobile telecommunications service with a sustained downlink speed of not less than 2 Mbps and a sustained uplink speed of not less than 768 kbps when that network is lightly loaded, to users<sup>15</sup>
- i) in an area within which at least 95% of the population of each of Guernsey, Jersey, Alderney, Herm and Sark live, and
  - ii) at indoor locations that meet the conditions specified in paragraph (iv) below and which are within any residential and business premises within the area specified in paragraph i above.

For the purposes of paragraph ii of this minimum requirement:

- iii) the service must be provided using radio equipment which is not situated inside the relevant residential premises;
- iv) the condition referred to is that the radio signal propagation loss from the outside of the building to the location inside the building does not exceed:
  - a. 13.2dB for radio signals in the frequency ranges 791MHz - 821MHz and 832MHz - 862MHz;
  - b. 13.7dB for radio signals in the frequency ranges 880MHz - 915MHz and 925MHz - 960MHz;
  - c. 16.5dB for radio signals in the frequency ranges 1710MHz - 1785MHz and 1805MHz - 1880MHz;
  - d. 17.9dB for radio signals in the frequency range 2500MHz - 2690MHz;
  - e. Any other propagation loss notified to the Licensee by Ofcom in respect of radio signals in any other frequency band.

For the purpose of this minimum requirement, a network is considered 'lightly loaded' if it has a single user demanding service within the serving cell, and the surrounding cells of the network are loaded to a light level (by which is meant the common channels only are transmitting at 22% of the maximum cell power).

- Requirement 2** The Licensee will collaborate with the GCRA and implement a programme of customer information to inform users of Digital Terrestrial Television (DTT) services about possible interference problems due to the building of 4G networks and enable affected users to mitigate interference problems by providing connectors and filters to these users and, if deemed necessary, install these measures at their premises at the earliest reasonable time.

- Requirement 3** The Licensee must minimise the environmental impact of their activities

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<sup>14</sup> Inserted by CICRA 15/12 of 27 March 2015

<sup>15</sup> The Compliance Verification Methodology that the GCRA will use is consistent with that described in: Ofcom. 4G Coverage Obligation Notice of Compliance Verification Methodology: LTE. 12 November 2012 (this is part of the licence conditions)

connected with the 800 MHz, 1,800 MHz and 2.6 GHz spectrum bands and, in particular, agree to share facilities with other operators (unless there are demonstrable technical reasons why sharing is not practicable), and to implement the Recommendation of the Council of the European Union regarding exposure to electro-magnetic fields (1999/519/EC).

**Requirement 4** The Licensee must commit to negotiating in good faith with any potential mobile virtual network operator for access to its mobile networks and agree that any dispute arising from such negotiations may be referred to the GCRA for final determination.

**Requirement 5** The Licensee agrees to give their LTE service customers, when they roam outside the Channel Islands, the benefit of retail prices at least as favourable as the retail price constraints which apply to operators in the European Union by virtue of Regulation (EU) 531/2012, and the benefit of customer information equivalent to, or better than, that required of operators in the EU by virtue of the same Regulation. Reference to Regulation (EU) 531/2012 is reference to it as it stands now and, at the GCRA's direction, as it is amended or replaced by subsequent legislation.

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**Schedule 3 – Performance commitments for 4G services**

**[CONFIDENTIAL – NO CHANGES PROPOSED]**

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#### **Schedule 4 – Requirements relating to the Licensee’s acquisition of Guernsey Airtel Limited**

REQUIREMENT 1: The Licensee will co-operate with the GCRA and Ofcom to relinquish the following spectrum of the allocation that the Licensee will have after the Completion Date:

- (a) 800MHz band: 2x5MHz of the allocation,
- (b) 900MHz band: 2x5MHz of the allocation,
- (c) 1800MHz band: none
- (d) 2100MHz band: 2x9.6MHz of the allocation,
- (e) 2600MHz band: 2x20MHz of the allocation,

as soon as practicable and in any event no later than 36 months after the Completion Date.

REQUIREMENT 2: Sure will launch a credible MVNO partner to offer commercial mobile services as a third retail operator in the Guernsey market within 12 months of the Completion Date of the transaction.

An MVNO Agreement has been signed with the Channel Islands Co-op and its implementation is conditional on regulatory and licence approval (Jersey – both received August 2024 ) and exemption (Guernsey) both being received. The Co-Op will require a licence from the GCRA before it can offer services.

REQUIREMENT 3: The Licensee will not withdraw any Sure and Airtel tariffs that are active as at the Completion Date for existing customers for up to 36 months from the Completion Date. These tariffs will remain at no more than current prices (subject to the existing contractual right to increase in line with the Guernsey Retail Price Index (RPI)). The Licensee will inform existing Sure and Airtel customers who were on those tariffs at the Completion Date of their right to remain on these tariffs upon expiry of their contracts for up to 36 months from the Completion Date. This does not prevent the Licensee from offering enhanced terms on these tariffs

REQUIREMENT 4: The Licensee will ensure that the Airtel’s Basic Plan tariff that was in place at the Completion Date remains available to existing Airtel and new customers for up to 36 months from the Completion Date (subject to the existing contractual right to increase prices in line with RPI). This does not prevent the Licensee from offering enhanced terms. The Licensee will ensure that this tariff remains marketed online and in-store with the same prominence as all available plans.

REQUIREMENT 5: The Licensee will keep its 4G Unlimited tariff available to existing Sure and new customers for at least 36 months from the Completion Date (subject to the right to increase the price in line with RPI). The Licensee will ensure this tariff remains marketed online and in-store with the same prominence as all available plans.

REQUIREMENT 6: The Licensee will, within 12 months from the Completion Date, notify all eligible existing Airtel customers who also take a fixed line broadband service from Sure of their eligibility to access Sure’s “Big Bundle” discounts.

REQUIREMENT 7: The Licensee will within 18 months of the Completion Date have a new mobile network operational, offering voice and high speed data services that meets the commitments made by the Licensee in the current Schedule 2 and 3 of its mobile licence as a requirement for 4G spectrum awards. The Licensee will have removed all High Risk Vendors from the Core and RAN within a further 2 months (i.e. 20 months from the Completion Date).

REQUIREMENT 8: Subject to being successful in the GCRA 5G licensing process, the Licensee will launch a new 5G service on its new network in full compliance with all network rollout conditions existing at the time of launch, rolled out to 50% of mobile sites within 30 months of the Completion Date.





**Licence (as modified)**

**issued to**

**JT (GUERNSEY) LIMITED**

**(formerly Wave Telecom Limited)**

**Under**

**THE TELECOMMUNICATIONS (BAILIWICK OF GUERNSEY) LAW, 2001**

**Part 1, Section 2**

The Guernsey Competition and Regulatory Authority ("GCRA"), in exercise of the powers conferred on it by the Regulation of Utilities (Bailiwick of Guernsey) Law, 2001, 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:** [ date here]

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

**Michael Byrne**  
**GCRA Chief Executive**

## CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

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

**“Access”**: means such facilities and services as may be necessary to obtain or facilitate the obtaining of access to telecommunications networks, telecommunications equipment, network termination points and associated facilities for the purposes of the provision of Fixed Telecommunications Services or 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.

**“Bailiwick”**: means the Bailiwick of Guernsey.

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

**“Copper Line”**: means a copper line, which is independently powered from the street cabinet or local exchange and not dependent on mains power at the relevant premises to transmit analogue voice communication, connecting a telecommunications network to any network termination point (with customer premises equipment).

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

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

**“Dominant position”**: in relation to a relevant market, shall be construed as it would be in the United Kingdom under the Competition Act 1998, but with the substitution, where appropriate, of references to the Bailiwick for references to the United Kingdom.<sup>1</sup>

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

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

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

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

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

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

**“FTTP Voice”**: means voice communication provided as a Telecommunications Service by any telecommunications licensee to any User at Residential Premises and which utilises an FTTP Fibre wholly or partially, whether this voice service is provided alone or combined with broadband services, but excludes a purely broadband service (without voice) provided by any such licensee and also excludes any over the top application (other than those provided by a licensee) which provides voice services over broadband.

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

**“Interconnection”**: means the physical and logical linking of telecommunications networks used by the same or a different organisation in order to allow the users of one organisation to communicate with the users of the same or another organisation or to access services provided by another organisation: and services may be provided by the parties involved or other parties who have access to the network.

**“ITU”**: means the International Telecommunications Union.

**“Licence”**: means this licence.

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

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

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

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

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

- a) any relevant standards and/or specifications as are listed in the Official Journal of the European Union for the provision of services, technical interfaces and/or network functions pursuant to Article 39 of Directive (EU) 2018/1972.<sup>3</sup> Where no standards or

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

<sup>3</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.

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.

**"Mobile Telecommunications Services"**: means services (other than satellite services) the provision of which consists, wholly or partly, in the establishment of radiocommunications to Users, which makes use wholly or partly of a Mobile Telecommunications Network and which has the characteristics of a pan-European, cellular, digital, land based, mobile telephony service compatible with the European standards. These services may be provided in the bands specified in Schedule 1 of this Licence in accordance with the Wireless Telegraphy Act and the ETSI technical specifications.

**"Licensee"**: means the holder of this Licence.

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

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

**"MVNO" or "Mobile Virtual Network Operator"**: means an organisation offering mobile communications services and operating a physical network infrastructure including, as a minimum, a mobile switching centre, home location register and authentication centre, having its own unique Mobile Network Code with distinct Number series (where applicable) according to ITU standards, and issuing its own branded SIM Cards (or equivalent) but operating without a mobile radio access network.

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

**"Numbers"**: means the formats of codes and subscriber numbers for routing telecommunications services to a Network Termination Point, User, telecommunications equipment or Customer Premises Equipment in the Bailiwick, which formats are allocated by the GCRA or by Ofcom.

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

**"Ofcom"**: means the Office of Communications, the UK communications regulator that regulates the TV and radio sectors, fixed line and mobile telecommunications operators, and the airwaves over which wireless devices operate.

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

**"Public Emergency Call Service"**: means a telecommunications service that enables a User at any time and without incurring any charge or using any coin or token, to communicate with the police, the ambulance or fire services or the maritime search and rescue services and to notify them of an emergency by using customer premises equipment lawfully connected to the Licensed Telecommunications Network at any place in the Bailiwick.

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

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

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

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

**"Subscriber"**: means a legal or natural person who has a contract with the Licensee to receive Fixed Telecommunications Services and/or Mobile 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) in respect of the provision of Fixed Telecommunications Services, a period of fifteen years from [INSERT DATE HERE],
- (b) in respect of the provision of Mobile Telecommunications Services, an indefinite period.

**"The Code"**: means the code set out in Schedule 1 of the Telecommunications Law.

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

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

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

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

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

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## PART I: ESTABLISHMENT AND ENFORCEMENT

2.1 This Licence authorises the Licensee, in accordance with the terms of this Licence, to provide Fixed Telecommunications Services and Mobile Telecommunications Services in the bands specified in Schedule 2 to this Licence and to establish, operate and maintain a Fixed Telecommunications Network and a Mobile Telecommunications Network in the Bailiwick of Guernsey for the Term.

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 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 2.2 does not apply to:

- (c) 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
- (d) 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
- (e) a transfer, assignment or other disposal of assets made in the ordinary course of business.

2.3 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.

2.4 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.

2.5 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.

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

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

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

2.7 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.

2.8 The Licensee shall comply with any other requirement in law or practice to obtain any additional consents, permissions, authorisations or licences as may be necessary for the provision of the



Licensed Telecommunications Services or the establishment, operation and maintenance of the Licensed Telecommunications Network and for the exercise of its rights or discharge of its obligations under this Licence.

2.9 The Licensee shall ensure that:

- (a) 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**

4.1 For the purpose of monitoring the Licensee's compliance with the Conditions and the Laws, the Licensee shall provide to the GCRA in the manner and at the times required by the GCRA, any documents, accounts, returns, estimates, reports or other information including but not limited to the documents, accounts, returns, estimates, reports and other information specified in this Licence.

4.2 The GCRA may require an examination, investigation or audit of any aspect of the Licensee's business relating to the Licensed Telecommunications Network or the Licensed Telecommunications Services or its compliance with the Conditions and the Laws, and the Licensee shall provide any assistance requested by the GCRA in relation to any such examination, investigation or audit. The GCRA may issue directions with regard to the manner in which such examination, investigation or audit is carried out.

4.3 In particular, the GCRA may authorise a person to carry out an examination, investigation or audit or may require the Licensee to arrange for an examination, investigation or audit of any aspect of the Licensed Telecommunications Network or the provision of the Licensed Telecommunications Services to ensure compliance with the Conditions. The Licensee shall allow the GCRA's authorised representative to attend at, enter and inspect any premises under the Licensee's or any of its Associated Companies' control, and to take copies of any documents and to acquire any information in the control of the Licensee or any of its Associated Companies, as may be required in order to carry out the examination investigation or audit.

4.4 The Licensee shall bear all reasonable costs associated with any examination, investigation or audit conducted under this Condition 4.

## 5. COMPLIANCE

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

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

## 6. MODIFICATION

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

## 7. ENFORCEMENT AND REVOCATION<sup>4</sup>

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

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

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

## 9. INTEGRITY OF THE NETWORK

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

9.2 In the event of a dispute arising as to the application of Condition 9.1, the Licensee shall provide details with regard to its proposed action and the GCRA shall determine the dispute and, where required, issue a direction on the matter under this Condition **Error! Reference source not found.**

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

9.3 If the Licensee refuses to provide Mobile Telecommunications Services because providing those Mobile Telecommunications Services would or would be likely to cause damage or interference to Licensed Telecommunications Networks or Licensed Telecommunications Services, and in the event of a dispute arising as to this refusal, the Licensee shall provide details with regard to its proposed action and the GCRA shall determine the dispute and, when required, issue a direction on the matter under this Condition 9.

## **10. MATTERS OF INTEREST TO THE BAILIWICK**

10.1 The Licensee shall, in connection with its establishment, operation and maintenance of the Licensed Telecommunications Network and provision of the Licensed Telecommunications Services take reasonable steps to prevent any of them from being used in, or in relation to, the commission of offences against the laws of the Bailiwick.

10.2 The Licensee shall establish and maintain the capability to intercept messages transmitted over the Licensed Telecommunications Network and to provide information regarding the use of Licensed Telecommunications Services, in order to be able to meet the requirements of the Regulation of Investigatory Powers (Bailiwick of Guernsey) Law, 2003.

## **11. TERM AND RENEWAL**

11.1 The Licence commences on the Licence Commencement Date and continues, subject to Licensee's compliance with the Conditions and the Laws and subject to any revocation or suspension by the GCRA:

- (a) in respect of the provision of Fixed Telecommunications Services for a period of fifteen years from the Commencement Date,
- (b) in respect of the provision of Mobile Telecommunications Services for an indeterminate period.

11.2 At any time after the eleventh anniversary but prior to the twelfth anniversary of the Licence Commencement Date, the Licensee may serve notice on the GCRA requesting a renewal of this Licence.

11.3 Within one hundred and eighty days of receipt of the notice under Condition 10.2, or such further period as may be agreed with the Licensee, the GCRA shall notify the Licensee whether or not the Authority agrees to a renewal of the Licence subject to the same Conditions or any modified, amended or additional Conditions, subject to the Licensee providing all necessary information to the GCRA to enable it to make the notification within the required time.

## PART II: PUBLIC SERVICE CONDITIONS

### 12. 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 ("**Universal Service Obligation**"). 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. PROVISION OF SERVICE TO THE PUBLIC

- 13.1 Where the Licensee provides Mobile Telecommunications Services under this Licence, such services shall be provided to Users generally, without discrimination and in accordance with the Conditions.
- 13.2 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.

### 14. PUBLIC EMERGENCY CALL SERVICES<sup>5</sup> - FIXED

- 14.1 Where, under this Licence, the Licensee provides Fixed Telecommunications Services using Copper Lines, the Licensee shall provide a Public Emergency Call Service over those Copper Lines.
- 14.2 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

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

purpose, from time to time, will be deemed to be sufficient compliance with this obligation.

14.3 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.

14.4 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.

## **15. PUBLIC EMERGENCY CALL SERVICES – MOBILE**

15.1 The Licensee shall provide a public emergency call service, being a Mobile Telecommunications Service that enables a User at any time and without incurring any charge or using any coin or token, to communicate with the police, the ambulance or fire services or the maritime search and rescue service and to notify them of an emergency by using any terminal equipment lawfully connected to the Licensee's Mobile Telecommunications Network at any place in the Bailiwick.

15.2 The Licensee shall ensure that codes 112 and 999 and other codes which may be designated as emergency access codes shall be open to all terminal equipment equipped with a valid SIM Card or other equivalent identifier, where technical necessary, and are exclusively reserved for calls to emergency services.

## **16. DIRECTORY INFORMATION**

16.1 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.

16.2 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

16.3 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.

## **17. PUBLIC PAY TELEPHONES**

17.1 The Licensee shall ensure that the following Telecommunications Services are accessible at all Public Pay Telephones forming part of the Fixed Telecommunications Network operated under this Licence:

- (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 17, “**Voice Telephony Services**”: means the conveyance of voice messages between the Licensed Telecommunications Network and any other public telecommunications network.

17.2 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.

17.3 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.

17.4 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.

## **18. DEVELOPMENT OF NETWORK AND SERVICES**

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

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

## **19. MONITORING PERFORMANCE**

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

## 20. CONSUMER PROTECTION

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 The Consumer Code shall identify a transparent, simple, inexpensive procedure in order to address, inter alia, the following:
- (a) the appointment of a representative of the Licensee to be the first point of contact for Users and Subscribers;
  - (b) a means of recording complaints against and disagreements with the Licensee;
  - (c) the procedure and time frame in which the Licensee will respond to complaints and disagreements; and
  - (d) the method and duration of retention of records of complaints and disagreements; and
  - (e) the level of any compensation that the Licensee may offer where complaints have been upheld or not satisfactorily resolved.
- 20.7 The consumer code may be amended by the Licensee from time to time, provided that the Licensee shall notify the GCRA and publish the proposed changes 28 days in advance of their coming into effect. The GCRA may under this Condition 20 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.

- 20.8 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.
- 20.9 The GCRA may consult publicly on statement provided in accordance with Condition 17.8 and issue directions to the Licensee specifying any modifications or additions that the Authority considers should be made to the statement. The Licensee shall then re-publish the statement in the agreed form, in accordance with any directions as to publication made by the GCRA and shall forthwith implement the same. The GCRA may from time to time issue further directions requiring modifications or additions to the statement and as to its re-publication and implementation.
- 20.10 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 20.8;
  - (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.
- 20.11 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.
- 20.12 The GCRA may require the licensee to set up, at its expense, a User Council or Councils for the specific purpose of obtaining and representing the views of customers.

## **21. FIXED TERM CONTRACTS<sup>6</sup>**

- 21.1 The Licensee shall give a Relevant Subscriber not less than two calendar months' notice in writing of any increase to the unit price of a telecommunication service supplied under a Fixed Term Contract.
- 21.2 If the Licensee wishes to increase the unit price of a telecommunication service supplied under a Fixed Term Contract, it shall allow a Relevant Subscriber to terminate its contract for that telecommunication service without penalty, provided that: (i) notice is given in writing by the Relevant Subscriber to the Licensee at any time during the notice period referred to in Condition 21.1; and (ii) the Relevant Subscriber pays to the Licensee any outstanding subsidy in respect of telecommunications equipment supplied at no charge or at a discount by the Licensee under the contract.
- 21.3 As part of any notice referred to in Condition 22.1, the Licensee shall inform the Relevant Subscriber of (i) its ability to terminate its contract for that telecommunication service without penalty; and (ii) the amount of the outstanding telecommunications equipment subsidy referred to in Condition 21.2.
- 21.4 This condition shall not apply to an increase in the unit price of a telecommunication service

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



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.

- 21.5 For the purposes of this Condition 21, a “**Relevant Subscriber**” shall be a residential or domestic subscriber, or a business with fewer than 10 employees located in the Channel Islands.
- 21.6 For the purposes of this Condition 21, 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.
- 21.7 For the avoidance of doubt, any reduction in call and/or text and/or data allowances provided to a Subscriber under a Fixed Term Contract for a telecommunication service will constitute an increase in the unit price charged to the Subscriber and thus a circumstance to which Conditions 21.1, 21.2 and 21.3 would apply. However, for mobile telephone contracts only, increases in charges for calls, texts and data not provided within an inclusive bundle shall be deemed not to be an increase in the unit price.
- 21.8 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. The Licensee shall give a Relevant Subscriber not less than two calendar months’ notice in writing of an increase to the unit price of a telecommunication service supplied under a Fixed Term Contract.

### **PART III: GENERAL CONDITIONS RELATING TO THE PROVISION OF TELECOMMUNICATIONS**

#### **22. NUMBERING**

- 22.1 The Licensee shall use only those Numbers that are allocated to it for the purpose of terminating messages on the Licensed Telecommunications Network and shall comply with any directions concerning use and allocation which are issued by the GCRA from time to time.
- 22.2 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.
- 22.3 The Licensee shall not charge its customers for allocations of Numbers except where authorised and in accordance with any direction from the GCRA.
- 22.4 The Licensee shall comply with any directions issued by the GCRA in respect of Number Portability.

#### **23. RADIO FREQUENCY SPECTRUM**

- 23.1 The Licensee shall provide the Licensed Telecommunications Services in accordance with the requirements of the Wireless Telegraphy Act and Telecommunications Act.
- 23.2 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 purposes of the Licensed Telecommunications Services.
- 23.3 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.

#### **24. ACCESS TO LAND<sup>7</sup>**

- 24.1 The Licensee shall be entitled to all powers and rights and subject to all such obligations as are set out in the Code. Nothing in this Licence shall absolve the Licensee from any requirement in law to obtain such additional consents, permissions, authorizations or licences as may be necessary for the provision of the Licensed Telecommunications Network and the Licensed Telecommunications Services and for the exercise of its rights or discharge of its obligations under the Licence.

#### **25. ACCESS TO FACILITIES**

- 25.1 The Licensee will use best endeavours to allow Other Licensed Operators to access its Mobile

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<sup>7</sup> Inserted by OUR 08/06 of February 2008.

Telecommunications Network infrastructure. The Licensee will prepare a standard "Access to Facilities" agreement for use with Other Licensed Operators within three months of any request and a copy of the agreement will be filed with the GCRA.

- 25.2 Without prejudice to the foregoing, Access provided under Condition 25.1 shall include but not be limited to the sharing by the Licensee of telecommunications equipment and Associated Facilities such as housing, masts, electricity supply etc with Other Licensed Operators within the Bailiwick.
- 25.3 If the Licensee or the Licensee's Associated Company and any Other Licensed Operator fail to reach agreement within sixty days in respect of a request by the Other Licensed Operator for Access and the GCRA considers that such Access is essential as being the only economically feasible means by which Fixed Telecommunications Networks or Mobile Telecommunications Networks can be installed or connected to the premises of a User or Subscriber, or over, under, in or across any public right of way or as being the only feasible means of avoiding material damage to the environment, the GCRA may direct the Licensee to allow, or to procure that the Licensee's Associated Company allows the Other Licensed Operator, Access on reasonable terms unless the GCRA determines that the Licensee or the Licensee's Associated Company concerned, alone or with any other person willing or required to do so, is unable to grant the necessary Access, or that it would otherwise be unreasonable for it to do so.
- 25.4 In the absence of agreement between the parties in accordance with Condition 25.3, the terms of Access including time limits for completion of any agreement shall be determined by the GCRA.

## **26. INTERCONNECTION – LICENSEE'S FIXED NETWORK**

26.1 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.

26.2 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.

## **27. INTERCONNECTION – LICENSEE'S MOBILE NETWORK**

27.1 The Licensee shall:

- (a) interconnect its Mobile Telecommunications Network with the Licensed Telecommunications Network of any Other Licensed Operator that is required to provide the Universal Service, provided the technical standards and specifications for Interconnection have been complied with; and

- (b) have the right to negotiate Interconnection of its Licensed Mobile Telecommunications Network with the Fixed Telecommunications Network and/or the Mobile Telecommunications Network of any Other Licensed Operators whose license authorises such Interconnection.

27.2 Any such Interconnection as required by Condition 27.1 shall be made directly from the Licensee's Mobile Telecommunications Network and shall occur within the island of Guernsey.

**28. CESSATION OF THE PROVISION OF THE LICENSED TELECOMMUNICATIONS SERVICES**

28.1 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 28.1.

28.2 At any time within three years before the expiry of the Licence or if the GCRA receives a notice under Condition 28.1 or if the GCRA has made a decision pursuant to section 28 of the Telecommunications law to suspend or revoke the Licence, the GCRA may after consultation with the Licensee direct it in writing to take such steps as are specified in the direction, being steps that the Authority considers necessary or expedient to ensure the safety of the Licensed Telecommunications Services or the continuity and continuation of the provision of Licensed Telecommunications Services or any constituent parts thereof, and the Licensee shall comply with any such direction.

## PART IV: CONDITIONS APPLICABLE TO DOMINANT OPERATORS

### 29. APPLICATION OF CONDITIONS

29.1 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.

### 30. INTERCONNECTION

30.1 .The Licensee shall:

- (a) have the right to Interconnect its Fixed Telecommunications Network and/or its Mobile Telecommunications Network with the Fixed Telecommunications Network or Mobile Telecommunications Network of any Other Licenced Operator, provided the technical standards and specifications for interconnection have been complied with; and
- (b) on request, Interconnect its Fixed Telecommunications Network and/or its Mobile Telecommunications Network with the Fixed Telecommunications Network or the Mobile Telecommunications Network of any Other Licensed Operator whose licence authorises such Interconnection,

at any technically feasible point.

30.2 The Licensee shall make available to interested parties such Technical Standards and Specifications as may be required to enable connection to the Licensee's Fixed Telecommunications Network and/or the Licensee's Mobile Telecommunications Network. The GCRA may issue a direction as to the information that must be provided.

30.3 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 Licensee's Fixed Telecommunications Network and/or the Licensee's Mobile Telecommunications 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.

30.4 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.

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

### **31. EQUAL ACCESS**

- 31.1 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.
- 31.2 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.

### **32. LEASED CIRCUITS**

- 32.1 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 37;
  - (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.
- 32.2 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
- 32.3 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.
- 32.4 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 32.3, 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.
- 32.5 The Licensee may include in its agreements with Users of leased circuits, reasonable restrictions consistent with Condition 32.3.

### **33. SEPARATE ACCOUNTS**

33.1 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.

### **34. CROSS SUBSIDISATION**

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

34.2 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.

### **35. UNDUE PREFERENCE AND UNFAIR DISCRIMINATION**

35.1 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.

### **36. LINKED SALES**

36.1 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.

36.2 The provisions of Condition 36.1 shall not prevent the Licensee from offering discounts in accordance with any discount scheme which complies with Condition 37.

### **37. PRICE REGULATED SERVICES**

37.1 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:

- (a) 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; and
- (b) on the day of its coming into effect in the case of mobile products and/or services,

The Licensee shall provide full details of the new Price to the GCRA.

- 37.2 In this Condition 37 the term “**Price**” includes any component of the price charged by the Licensee, which includes, but is not limited to, discounts to a published price and special offers.
- 37.3 All Prices shall be transparent, non-discriminatory and objectively justifiable.
- 37.4 The GCRA may by direction determine the maximum level of charges the Licensee may apply for Licensed Telecommunications Services within a Relevant Market in which the Licensee has been found to be dominant. A determination may:
- (a) provide for the overall limit to apply to such Licensed Telecommunications Services or categories of Licensed Telecommunications Services or any combination of Licensed Telecommunications Services; or
  - (b) restrict increases in any such charges or to require reductions in them whether by reference to any formula or otherwise; or
  - (c) provide for different limits to apply in relation to different periods of time falling within the periods to which any determination applies.
- 37.5 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.
- 37.6 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 37.1 to publish changes at least 21 or 30 days in advance of their coming into force with an obligation to notify the GCRA on the day of the changes coming into force and to put the notification prominently on its website.<sup>8</sup>
- 37.7 In this Condition 37, the term “**day**” means a calendar day.

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<sup>8</sup> Amended by CICRA 12/03, January 2012, to take effect from 1 February 2012.



## **PART V: FAIR COMPETITION**

### **38. FAIR COMPETITION**

38.1 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.

### **39. MISUSE OF DATA**

39.1 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: ADDITIONAL CONDITIONS

### 40. MOBILE VIRTUAL NETWORK OPERATORS

- 40.1 Without prejudice to the power of the GCRA to direct the publication of a Reference Offer at any time, in the event that the Licensee is the only licensed mobile telecommunications operator in the Bailiwick it shall publish a Reference Offer for MVNO Access ("MVNO Reference Offer").
- 40.2 The MVNO Reference Offer shall be made to Other Licensed Operators and shall be offered according to a retail minus pricing scheme to be agreed between the Licensee and the Operator according to the retail minus pricing principles set out at Schedule I or such other basis as may be determined by the GCRA, and according to terms to be agreed between the parties.
- 40.3 The MVNO Reference Offer shall include (but not be limited to) the following conditions:
- (a) traffic forecasting obligations;
  - (b) fee level;
  - (c) fee structure;
  - (d) services offered; and
  - (e) penalty payments.
- 40.4 The Licensee shall not be required to enter into an agreement with an Other Licenced Operator to allow MVNO Access ("MVNO Access Agreement") or to provide MVNO 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 Network in a material way,

provided that the Licensee informs the Other Licensed Operator in writing with a copy to the GCRA on the same date justifying its decision to refuse an MVNO Access Agreement or its intention to terminate the provision of MVNO services under an MVNO Access Agreement. The GCRA may determine whether the action by the Licensee is reasonable and may issue directions accordingly.

## **Schedule 1 – Description of Retail-Minus**

Retail-minus fee shall be derived by subtracting from the retail price the costs saved by serving another network operator instead of retail customers and adding any extra costs incurred in providing services to another network operator.

### **Retail Price**

The retail price for voice shall be expressed as a single rate based on average retail prices given in pence per minute. More particularly it shall be the average effective revenue from connections, retail and calls and total minutes for those services available to the prospective MVNO. This may be calculated separately for different services and for different periods.

For certain data services to be specified in the MVNO Reference Offer the services may be charged according to capacity used, the specific event or a flat rate for a period.

### **Costs Saved**

Costs saved shall be the costs incurred in undertaking certain activities which must be carried out in order to serve a retail customer but which are not required for the provision of a service to an MVNO. They include but are not limited to:

- the costs to the Licensee of subsidising the price of handsets paid by customers;
- the costs to the Licensee of acquisition bonuses paid to marketing agents;
- the costs of equipment maintenance or replacement;
- the costs of retail marketing and sales;
- the costs of financing and retail billing including bad debt;
- retail computing costs; and
- customer service costs (back and front office).

### **Costs Incurred**

Costs incurred means the additional costs incurred when providing services to MVNOs and shall include but not be limited to:

- additional wholesale billing costs incurred as a result of providing wholesale services;
- computing costs (including system upgrades) of servicing other network operators;
- any additional administrative or operational costs associated with the provision of services to other licensed operators; and
- additional investment costs incurred to provide service to other licensed operators.

### **Net Avoidable Costs**

The net avoidable costs (i.e. costs saved less those additional costs incurred) will be calculated as a percentage of the relevant average effective revenue.

The calculation of net avoidable costs may be revised annually by the Licensee.

### Schedule 1A – Licensee’s Network

The Licensee may use spectrum within the frequency range set out in the table below (**Spectrum**) for the provision of Licensed Telecommunications Services within the Bailiwick of Guernsey, provided that the Licensee holds a licence issued by Ofcom for the use of that Spectrum:

Frequencies

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