

DATED

2016

[Sure]

[address]

INDIVIDUAL OPERATING LICENCE
granted by the Governor
pursuant to sections 33 and 63 of the Communications
Ordinance

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PART A - GENERAL CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Licence, except in so far as the context otherwise requires:

“Access” means: (a) interconnection of networks with a Crown Operator; or (b) the provision of any services, facilities or arrangements which are not comprised in interconnection; but are services, facilities or arrangements by means of which a Crown Operator is able, for the purposes of the provision of carriage services (whether by a Crown Operator or another person), to make use of: (i) any network or carriage service provided by the Licensee; (ii) any apparatus comprised in such a network or used for the purposes of such a network or service; (iii) any facilities made available by another by reference to any network or service (whether one provided by that provider or another); (iv) any other services or facilities which are provided or made available by another person and are capable of being used for the provision of a carriage service, and references to providing Access include references to providing any such services, making available any such facilities or entering into any such arrangements;

“Adoption” means doing any of the following by a licensee in relation to an Allocated telephone number (whether or not such Allocation is to that licensee): (a) assigning or transferring that number to a particular Subscriber or piece of apparatus; (b) using that telephone number for identifying a service or route used by that licensee or by any of his Subscribers; (c) using that telephone number for identifying an electronic communication as one to be transmitted by that licensee; (d) designating that telephone number for use in selecting a service or the required elements or characteristics of a service; or authorising the use of that telephone number by others for any of the following purposes: (i) identifying the destination for, or recipient of, an electronic communication; (ii) identifying the origin, or sender, of an electronic communication; (iii) identifying the route for an electronic communication; (iv) identifying the source from which an electronic communication or carriage service may be obtained or accessed; (v) selecting the service that is to be obtained or accessed, or required elements or characteristics of that service; or (vi) identifying the licensee by means of whose network or service an electronic communication is to be transmitted, or treated as transmitted;

“Allocation”, in relation to a telephone number, means allocation by the Regulator and Allocated telephone number shall be interpreted accordingly;

“Appropriate Measures” means all technical and organisational measures as agreed with the Regulator which it is appropriate to take and which are proportionate to the risks against which they safeguard, having regard to: (a) the state of technological developments; and (b) the cost of implementing the measures;

“Approved electronic communications equipment” means electronic communications equipment that has been approved by the Regulator;

“Caller Location Information” means any data or information processed in a network indicating the geographic position of the terminal equipment of a person initiating a call;

“Code of Practice for Complaints” means a code of practice issued or approved from time to time by the Regulator for the purpose of Condition 30.2 in accordance with section 68 of the Communications Ordinance;

“Commencement Date” means the date of grant of this Licence, being [DATE] 2016;

“Communications Ordinance” means the Communications Ordinance [INSERT];

“Condition” means a Condition in this Licence;

“Crown Operator” means a person who is exempted from the requirement to be licensed pursuant to section 24 of the Communications Ordinance;

“Directory Enquiry Facility” means Directory Information provided by means of a Public Telephone Network;

“Directory Information” means: (a) in the case of a Directory, the name and address of the Subscriber and the telephone number assigned to the Subscriber for their use of public telephone services and, (b) in the case of a Directory Enquiry Facility, shall be either such a telephone number of the Subscriber or information that such a telephone number of the Subscriber may not be supplied;

“Directory” means document containing Directory Information on Subscribers of public telephone services in the Falkland Islands which is made available to members of the public in the form prescribed by the Regulator;

“Disaster” means any major incident having a significant effect on the general public; and for this purpose a major incident includes any incident of contamination involving radioactive substances or other toxic materials;

“Emergency Call Numbers” means the telephone numbers [INSERT] and [INSERT] and any other telephone number designated as emergency call numbers by the Regulator;

“Emergency Organisation” means : (a) the relevant public police, fire, ambulance and coastguard services; and (b) any other organisation, as directed from time to time by the Regulator as providing a vital service relating to the safety of life in emergencies, which excludes Helplines;

“End to End Connectivity” means the facility: (a) for different End-Users of the same network or carriage service to be able to communicate with each other; and (b) for the End-Users of different networks or services to be able, each using the network or service of which each is an End-User, to communicate with each other;

“End-User” in relation to public telephone service or other publicly-available carriage service, means: (a) a person who, otherwise than as a licensee, is a Subscriber for that service; (b) a person who makes use of the service otherwise than as a Subscriber; or (c)

a person who may be authorised, by a person falling within sub-paragraph (a), so to make use of the service;

“Exit Provisions” means the exit provisions set out in Schedule 4;

“Fixed Service” means a communications access service provided at a fixed location and which includes fixed line telephony access services and fixed line internet access services, but for the avoidance of doubt excludes Mobile Services and Over The Top Services, delivered over those access services;

“Helplines” means any helpline designated as such by the Governor by Order under section 28(1)(e) of the Communications Ordinance;

“Individual Spectrum Licence” means a licence issued under the terms of section 56 of the Communications Ordinance;

“Infrastructure” means towers, masts, poles, antennae mounting, ducts, duct chambers or other similar civil engineering or works structures which bear, carry or route any signal carrying or processing elements of a network;

“Intellectual Property Rights” means all inventions (whether patentable or not), patents, Licensee models, supplementary protection certificates, designs (both registered and unregistered and including rights in semiconductor topographies), copyright, database rights, trade and service marks (both registered and unregistered) together with all applications for, rights to the grant of and extensions of the same, and all other intellectual and industrial property including but not limited to all similar or analogous rights throughout the world, in each case for the full term of the relevant right;

“International Standards Bodies” means the International Telecommunication Union (ITU), the International Organization for Standardization (ISO), the International Electrotechnical Committee (IEC), and the European Telecommunications Standards Institute (ETSI);

“Interoperability” means the technical features of a group of interconnected networks (including any End-User apparatus) which ensure End to End Connectivity;

“KPIs” means the key performance indicators set out in Schedule 1;

“Land Rights” means the land rights provisions set out at sections 103 to 104 of the Communications Ordinance;

“Licensee” means [Sure South Atlantic Limited, a company incorporated in [] with Company Number [] and whose registered office is at []];

“Mobile Services” means any Radiocommunications service the functionality of which enables continued use of speech and data communications across boundaries between the different areas of radio coverage, with no perceptible interruption of such services and which, for the avoidance of doubt, includes a handover process between elements of its mobile network;

“Network Interconnection Interface” means the Technical Characteristics of each interface at any Network Interconnection Point;

“Network Interconnection Point” means the physical location at which interconnection between different public networks takes place;

“Over The Top Services” means a service delivered across an IP (internet protocol) network or any other data network ;

“Pay Telephone” means a telephone for the use of which the means of payment may include coins and/or credit/debit cards and/or pre-payment cards, including cards for use with dialling codes. For the avoidance of any doubt, references to a Pay Telephone include references to a Public Pay Telephone;

“Personal Use” means use of a service otherwise than in the course of an electronic communications service business;

“Public Pay Telephone” means a telephone available to the general public, for the use of which the means of payment may include coins and/or credit/debit cards and/or pre-payment cards, including cards for use with dialling codes;

“Public Service” means any carriage service that is provided so as to be available for use by members of the public;

“Public Telephone Network” means a network which is used to provide public telephone services; it supports the transfer between network termination points of speech communications, and also other forms of communication, such as facsimile and data;

“Public Wireless Access Points” means an access point available to the general public, that allows the general public to connect wireless devices to the internet using Wi-Fi and any other standards determined by the Regulator;

“Radiocommunications” means the transmission, emission or reception of messages, sound, visual images or signals using electromagnetic waves which are propagated in space and having frequencies of lower than 3,000 GHz;

“Records” means data or information showing the extent of any network or service actually provided to an End-User and any data or information used in the creation of a bill for an End-User;

“Satellite Phone” means a phone that connects directly to a satellite;

“Subscribers” means a customer of a licensee who is or was party to a contract with the licensee for the provision of networks or services;

“Technical Characteristics” means the physical, electrical and other relevant characteristics and the network interworking and service management protocols;

“Transition Period” shall have the meaning assigned to them in the Exit Provisions; and

“**Visitor**” means a person that is a non-resident in the Falklands Islands and that is lawfully visiting the Falkland Islands as a visitor.

1.2 For the purpose of interpreting the Conditions in this Licence:

- 1.2.1 except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in:
- (a) this Licence, and otherwise
 - (b) the Communications Ordinance, and otherwise
 - (c) any relevant enactment;
- 1.2.2 for ease of reference, in this Licence terms defined in the Communications Ordinance have been capitalised;
- 1.2.3 subject to Condition 1.2.1, where there is any conflict between the provisions of this Licence and the Communications Ordinance, the provisions of the Communications Ordinance shall prevail;
- 1.2.4 references to Conditions, paragraphs, subparagraphs and appendices are to Conditions, paragraphs, subparagraphs of and to the appendices to this Licence, as modified from time to time pursuant to this Licence and the Communications Ordinance;
- 1.2.5 a document will be incorporated into and form part of this Licence if it is referred to in this Licence and a reference to a document is to a document as modified from time to time;
- 1.2.6 headings and titles shall be disregarded;
- 1.2.7 references to any law, regulation or any enactment include any modification re-enactment or legislative provisions substituted for the same;
- 1.2.8 use of the word “include” or “including” is to be construed as being without limitation;
- 1.2.9 expressions cognate with those referred to in this Licence shall be construed accordingly;
- 1.2.10 words importing: (i) the singular only shall include the plural and vice versa; (ii) the whole shall be treated as including a reference to any part; and (iii) any gender shall include all other genders; and
- 1.2.11 reference to persons shall include firms or companies.

2 DURATION AND TERMINATION

2.1 This Licence shall come into force on the Commencement Date and shall continue for an initial period of 12 (twelve) years from 1st January 2016 (the “**Initial Period**”). After the Initial

Period, this Licence shall continue until terminated by either party in accordance with this Licence and the Communications Ordinance. For the avoidance of doubt, the Licensee is only required to comply with this Licence from the Commencement Date.

2.2 This Licence may be terminated by any party upon service of 2 (two) years' written notice to the other party, such notice not to expire before the end of the Initial Period.

2.3 The Licensee shall comply with Exit Provisions during the Transition Period.

3 REGULATORY PRINCIPLES

3.1 The Regulator shall exercise its rights under this Licence in compliance with the Regulatory Principles set out in section 6 of the Communications Ordinance.

4 SUSPENSION, AMENDMENT AND REVOCATION

4.1 The Governor may suspend, amend or revoke this Licence in accordance with the procedures set out in section 45 of the Communications Ordinance.

4.2 In the event that the Licensee's Individual Spectrum Licence is revoked or otherwise terminated, this Licence shall be terminated with immediate effect.

5 NATURE AND SCOPE OF LICENCE

5.1 In the exercise of the powers conferred on it by Section 639 of the Communications Ordinance, and in accordance with the advice of the Executive Council, the Governor grants to the Licensee:

- 5.1.1 owning an electronic communications network;
- 5.1.2 operating an electronic communications network;
- 5.1.3 providing electronic communications services; and
- 5.1.4 importing Approved electronic communications equipment

within, into, from and through the Falkland Islands, subject to the Conditions of this Licence, regulatory and other measures of the Regulator and the provisions of the Communications Ordinance and subject to all other applicable laws and regulations of the Falkland Islands.

5.2 Subject to Condition 39 and to the Land Rights, the Licensee is entitled to carry out any and all projects, construction, and trading activities relating to the establishment, operation, maintenance and improvement of the network.

5.3 The Licensee shall not, without the prior written consent of the Regulator sub-license, assign or grant any right, interest or entitlement in the Licence to any person or transfer or dispose of any of its assets that are necessary to provide any carriage service that the Licensee is obliged to provide under this Licence unless such assets have been adequately replaced.

- 5.4 Condition 5.3 shall not apply to a mortgage, charge or other transaction entered into for the purpose of securing borrowings of the Licensee, being borrowings for the purposes of establishing, operating or maintaining the Licensee's network or providing the carriage services or the provision of anything incidental to the network or the carriage services.
- 5.5 Nothing in this Licence shall relieve the Licensee of any legal requirement to obtain any additional consents, permissions, authorisations or licences that are necessary for the establishment, operation or maintenance of the network, the provision of the carriage services or the exercise of the Licensee's rights or discharge of its obligations under the Licence, including obtaining any licences required under the Communications Ordinance for the use of Radiocommunications.
- 5.6 The Licensee shall ensure that a substantial proportion of the business associated with the establishment, operation and maintenance of the network and the provision of the carriage services shall be conducted from premises in The Falkland Islands.
- 5.7 The Licensee may make payments for the provision of support services in relation to activities carried out pursuant to this Licence from its head office, an affiliated company or parent company which is outside the Falkland Islands provided that those payments are limited to 8% of the net revenue from the Licensee's regulated activities under this Licence within the Falkland Islands.

6 EXCLUSIVITY

Subject to Condition 7, the Licensee shall be granted exclusivity for a period of 12 years from the Commencement Date over the services specified below, subject to compliance with the KPIs and with the other terms of this Licence:

- (a) Fixed Services;
- (b) Mobile Services including internet access services; and
- (c) commercial telephony Satellite services from the Falkland Islands.

7 EXCLUSIONS

The following activities shall be excluded from the scope of the exclusivity granted pursuant to Condition 6:

- (a) Personal use of VSAT equipment;
- (b) Personal Use of SOS equipment;
- (c) Personal Use of Satellite Phones;
- (d) Radio and broadcast services;
- (e) the provision of any services in areas where such services are not provided by the Licensee; and

- (f) any activity that is exempted from the requirement of a licence under the Communications Ordinance.

8 PAYMENT OF LICENCE FEES

- 8.1 The Licensee shall pay the licence fees notified by Governor from time to time in accordance with the Communications Ordinance.
- 8.2 Without prejudice to Condition 12.1[DC1], in the event of a default by the Licensee in the payment of any fees when due under this Licence:
 - 8.2.1 the Licensee shall pay interest under section 80 of the Communications Ordinance; and
 - 8.2.2 the Governor may revoke this Licence under the terms of the Communications Ordinance.

9 KEY PERFORMANCE INDICATORS

- 9.1 The Licensee shall comply with the KPIs set out in this Licence and any KPIs set out in regulations issued by the Regulator.
- 9.2 The Regulator may vary the KPIs from time to time upon written notice to the Licensee.
- 9.3 The Licensee shall provide details of and publish its performance against the KPIs.
- 9.4 In the event that the Licensee breaches the KPIs, the Licensee shall notify the Regulator, such notification shall contain detailed information on the breach, the cause of the breach and an action plan identifying the necessary steps to be taken by the Licensee in order to remedy such breach as soon as reasonably practical.

10 INFORMATION, AUDIT, INSPECTION AND ACCESS

- 10.1 To ensure that the Licensee is complying with the Conditions of this Licence:
 - 10.1.1 the Regulator may require an audit of any aspect of the business of the Licensee and the Licensee shall or shall procure assistance to the Regulator as it may reasonably require; and
 - 10.1.2 the Regulator may require the Licensee to provide it with such information, documents, accounts, returns, estimates, reports or other information required by the Regulator including a report on its use of radio frequency spectrum, in the manner and at the times specified by the Regulator. The Regulator may use this information for purposes of compiling statistics and publishing periodical reviews of the communications industry, and as required or permitted by the Communications Ordinance or other laws or legal process.
- 10.2 The Licensee shall notify the Regulator:
 - 10.2.1 of the details of all subsidiary undertakings providing a network or carriage service under this Licence or providing a content service; and

10.2.2 the appointment or resignation of any director or chief executive officer of the Licensee within ten (10) days of such an act or event.

10.3 The Licensee shall permit a person authorised by the Regulator to carry out an inspection.

11 CHANGE IN CONTROL

11.1 The Licensee shall obtain the Governor's approval of any Change In Control of the Licensee prior to the change in control occurring in accordance with section 73 of the Communications Ordinance.

11.2 Without limiting the Governor's ability and duty to apply the change in control provisions in section 73 of the Communications Ordinance, the Governor may object to a change in control if in the Governor's view the acquirer would not meet any of the criteria set by the Governor pursuant to section 73 of the Communications Ordinance.

12 BREACH OF LICENCE

12.1 If [DC2] the Regulator has reason to believe that the Licensee has failed to comply with any Condition, it may exercise all such powers and duties as are afforded to or required of it under the Communications Ordinance and may take all such action as is permitted to it under those sections against either the Licensee.

13 EXCEPTIONS AND LIMITATIONS

The Licensee shall notify the Regulator of any event of force majeure which prevents it from carrying out its obligations under this Licence as soon as reasonably practicable. Those obligations will be suspended for so long as the force majeure event continues provided that the Licensee has taken all reasonable steps as are required under the Conditions, or otherwise possible. The Licensee shall inform the Regulator on a regular basis about measures taken to deal with the force majeure event.

PART B - GENERAL ACCESS AND INTERCONNECTION OBLIGATIONS

14 OBLIGATION TO NEGOTIATE INTERCONNECTION AND ACCESS

- 14.1 Subject to the Conditions of this Licence, the Communications Ordinance, any regulatory and other measures issued by the Regulator pursuant to the Communications Ordinance and any other relevant legislation, the Licensee is required in good faith to negotiate, conclude and amend agreements with any Crown Operator for national or international interconnection, Access and other related services, including the types and amount of charges.
- 14.2 Subject to any other terms of this Licence and the Communications Ordinance, where the Licensee acquires information from any Crown Operator before, during or after the process of negotiating or arranging national or international interconnection or 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 person.

15 MUST-CARRY OBLIGATIONS

- 15.1 The Licensee shall to the extent it is able with its then existing network infrastructure, on a direction of the Regulator made from time to time for the purposes of this Condition 15, broadcast or otherwise transmit any service specified in that direction which is an emergency service broadcasting.
- 15.2 For the avoidance of doubt, the transmission of the emergency service broadcasting referred to in Condition 15.1 shall comply with the KPIs.

PART C - STANDARDS AND TECHNICAL OBLIGATIONS

16 TECHNICAL REGULATIONS

- 16.1 The Licensee shall comply with all directions or regulations issued by the Regulator or the Governor under section 12 of the Communications Ordinance in relation to technical standards for electronic communications systems, electronic communications apparatus, including End-User apparatus at network termination points, and procedures for testing such apparatus.
- 16.2 In accordance with section 12 of the Communications Ordinance, the Licensee shall not use or supply any facilities that do not comply with any technical rules, standards, conditions and approval processes established by the Regulator. The Licensee may request approval or consent from the Regulator for any facilities and the Regulator shall not unreasonably withhold such consent.
- 16.3 Notwithstanding Condition 17, the Licensee shall as soon as reasonably practicable cease to provide any carriage service that uses any apparatus that:
- 16.3.1 has not been approved, licensed or exempted from approval or licensing by the Regulator; or
 - 16.3.2 no longer meets the requirements for approval or licensing by the Regulator, in respect of which the Regulator has issued a notice to that effect to the person who has under his control such apparatus.
- 16.4 The Licensee shall not impose technical or other conditions or employ any arrangements for the provision of its carriage services or for the use of its network or any apparatus in connection with its provision of carriage services or the use of its network other than those set by the Regulator. In particular, the Licensee shall not, except where the Regulator is satisfied that it is reasonable, exercise any Intellectual Property Rights which it owns or is licensed to use in a manner which prevents or inhibits the provision of any Crown Operator's carriage services with its carriage services or national or international interconnection and Access between its network and any other network.
- 16.5 Subject to Condition 19, the Licensee shall not modify or interfere with its network or its operation or monitor communications data transmitted by means of its network, so as to make those communications data available, whilst being transmitted, other than to the sender or intended recipient of the signals, unless with lawful authority.
- 16.6 The Licensee shall take all Appropriate Measures to safeguard the security and integrity of its carriage services, including, where relevant and necessary, in conjunction with its network.
- 16.7 In the absence of specific directions or regulations referred to in this Condition 16, the Licensee shall comply with UK technical regulations to the extent that such regulations are compatible with the Communications Ordinance, this Licence and any directions or regulations issued by the Regulator or the Governor.

17 STANDARDISATION AND SPECIFIED INTERFACES

- 17.1 The Licensee shall comply with any relevant compulsory standards and/or specifications published by the UK and the International Standards Bodies for the provision of carriage services, technical interfaces and/or network functions in connection with any of its networks or carriage services. Where no compulsory standards or specifications have been so published, the Licensee shall take full account of any relevant voluntary standards, specifications or recommendations so published.
- 17.2 In the absence of such standards, specifications or recommendations referred to in Condition 17.1, the Licensee shall take full account of any other standard specified by the Regulator in a direction under this Condition 17.2 for the purposes of service Interoperability, or international interconnection, provided that the Regulator shall not make such a direction if an appropriate international standard is expected to be promulgated within a reasonable time.
- 17.3 The Regulator may from time to time issue a direction under this Condition 17.3 requiring a specified Network Interconnection Interface to be compliant with a specified standard. Any such direction shall be to ensure End to End Connectivity and Interoperability, and shall only require compliance with a relevant standard in existence as referred to in Condition 17.2.
- 17.4 The Licensee shall not be required to comply with Condition 17.3 above where:
- 17.4.1 any operator seeking international interconnection with the Licensee's network at the relevant Network Interconnection Point does not require it to do so; or
 - 17.4.2 to do so would require the Licensee to incur any cost, or resolve any technical difficulty, disproportionate to the benefits to be gained from implementing the specified standard, provided that the Licensee takes reasonable steps to incorporate the specified standard in its plans for network development.

18 CHANGES TO NETWORKS

- 18.1 The Licensee shall give notice in writing to the Regulator and shall notify all Crown Operators who may be affected of any material changes the Licensee intends to implement in the specification or performance of any of its networks which would require changes to any apparatus or networks connected to any of its networks. The period of notice given shall be appropriate to the likely impact on the Crown Operators affected and on connected equipment or systems and shall be decided in consultation with the Regulator.

19 MATTERS OF NATIONAL INTEREST

- 19.1 The Licensee shall:
- 19.1.1 comply with Part 13 of the Communications Ordinance;
 - 19.1.2 notify the Regulator if it becomes aware of or reasonably believes that a breach of the Communications Ordinance is being committed by another person;

- 19.1.3 assist officers and authorities of the Government when reasonably required to do so for the purposes of enforcing criminal law, protecting the interests of the revenue and the interests of the public, and protecting national security; and
- 19.1.4 if required by the Government, take reasonable steps to prevent the operation of the network and provision of the network being used in the commission of offences against the laws of the Falkland Islands or in criminal activities.

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PART D - CONSUMER PROTECTION OBLIGATIONS

20 REQUIREMENT TO OFFER CONTRACTS WITH MINIMUM TERMS

- 20.1 The Licensee shall, in offering to provide, or providing, Public Services, ensure that clear and up to date information on its applicable prices and tariffs (which for the avoidance of doubt shall not include bespoke or individual prices and tariffs), and on its standard terms and conditions, in respect of access to and use of Public Services by End-Users, except Public Pay Telephones, are published, in accordance with Conditions 20.2 and 20.4.
- 20.2 The Licensee shall ensure that its standard terms and conditions of any contract between the Licensee and a consumer shall specify the following minimum requirements:
- 20.2.1 the identity and address of the Licensee;
 - 20.2.2 the services provided, details of the service quality levels offered and the time for initial connection;
 - 20.2.3 details of maintenance services offered;
 - 20.2.4 particulars of prices and tariffs, and the means by which up to date information on all applicable tariffs and maintenance charges may be obtained;
 - 20.2.5 the conditions for renewal and termination of services and of the contract;
 - 20.2.6 the duration of the contract, which shall have a fixed term no greater than:
 - (a) six (6) months where the End-Users are staff of the Ministry of Defence resident in the Mount Pleasant complex; or
 - (b) twelve (12) months for other End-Users,
 - 20.2.7 any early termination charges that would be applicable in respect of termination during the fixed term;
 - 20.2.8 the notice period for termination of the contract after the fixed term, which shall be no greater than one (1) month;
 - 20.2.9 any applicable compensation and/or refund arrangements which will apply if contracted service quality levels are not met, and the method of initiating procedures for settlement of disputes in respect of the contract; and
 - 20.2.10 any such other information as may be required by determination of the Regulator pursuant to the Communications Ordinance.
- 20.3 Where the Licensee intends to modify a condition in a contract with a consumer which is likely to be of material detriment to the consumer, the Licensee shall:
- 20.3.1 provide the consumer with at least one month's notice of its intention detailing the proposed modification; and

20.3.2 inform the consumer of the ability to terminate the contract without penalty if the proposed modification is not acceptable to the consumer.

20.4 Publication of the information shall be effected by:

20.4.1 sending a copy of such information or any appropriate parts of it to any Subscriber who may reasonably request such a copy, and placing a copy of such information on any relevant website operated or controlled by the Licensee; or

20.4.2 placing a copy of such information in one public area in the office of the Licensee such that it is readily available for inspection free of charge by members of the general public during normal office hours, and if requested by the Regulator, provide a copy of such information for announcement on the radio.

21 EARLY TERMINATION CHARGES

The Licensee may only impose early termination charges (“**ETC**”) that: (a) are transparent at the point of sale with sufficient prominence that the consumer is fully aware of the consequences of terminating early, and what the level of the ETC would be (or, at the very least, the method by which this would be calculated, e.g. the amount that would be charged for each outstanding month); (b) take account of any costs associated with the provision of the service which will no longer be incurred; (c) are never greater than the amount of the (usually monthly) contractual retail payments remaining due at the date of termination; and (d) reflect any ability of the Licensee to reduce (mitigate) its loss.

22 REQUIREMENT FOR POWER

Where reasonable, the Licensee may make the provision of any service under this Licence conditional on the Subscriber having electricity available, in such form and to such specifications as the Licensee may reasonably specify.

23 METERING AND BILLING

23.1 The Licensee shall not render any bill to a Subscriber in respect of the provision of any Public Services unless every amount stated in that bill represents and does not exceed the true extent of any such service actually provided to the Subscriber or the End-Users.

23.2 The Licensee shall retain such Records as may be necessary, or as the Regulator may from time to time direct are necessary, for the purpose of establishing its compliance with Condition 23.1 above.

23.3 Subject to the following, the Regulator may from time to time direct the minimum period for retention of necessary Records by the Licensee. This Condition 23.3 (and any direction of the Regulator made under it) shall not require the Licensee to retain any Records for the purposes of this Condition for more than five (5) years from the date on which they were created.

24 ITEMISED BILLS

- 24.1 The Licensee shall provide to each of its Subscribers, on request, and either at no extra charge or for a reasonable fee, a basic level of itemised billing including all international calls, data usage, roaming fees, basic fixed charges, and any overage charges. The Licensee shall ensure that each itemised bill shows a sufficient level of detail to allow the Subscriber to:
- 24.1.1 verify and control the charges incurred by the Subscriber in using any Public Service; and
 - 24.1.2 adequately monitor the Subscriber's usage and expenditure and thereby exercise a reasonable degree of control over his or her bills.
- 24.2 The Licensee shall comply with all proper and lawful determinations of the Regulator related to consumer protection, including in respect of price transparency, provision of timely information on incurred charges, and bill shock protection.
- 24.3 The Regulator may from time to time determine to amend the minimum level of itemisation to be provided by the Licensee under Condition 24.1.
- 24.4 To the extent that it is technically feasible, the Licensee shall ensure that calls which are made from a Subscriber's telephone which are free of charge in accordance with the numbering plan, including calls to Helplines and Emergency Call Numbers, shall not be identified in the Subscriber's itemised bill.
- 24.5 The Licensee shall not be subject to Condition 24.1 in respect of any Subscriber where:
- 24.5.1 it provides Public Services to the Subscriber on a pre-paid basis; and
 - 24.5.2 the Subscriber has an alternative means, free of charge, of adequately monitoring the Subscriber's usage and expenditure.

25 NON-PAYMENT OF BILLS

- 25.1 Where the Licensee's Subscriber has not paid the Licensee all or part of a bill for carriage services provided by the Licensee, any measures taken by the Licensee to effect payment or disconnection shall:
- 25.1.1 be reasonable, proportionate and not unduly discriminatory; and
 - 25.1.2 give due warning to the Subscriber beforehand of any consequent service interruption or disconnection; and except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the carriage service concerned, as far as technically feasible.
- 25.2 The Licensee shall publish details of generic measures it may take against Subscribers generally to effect payment or disconnection in accordance with Condition 25.1 above by:
- 25.2.1 sending a copy of such information or any appropriate parts of it to any Subscriber who may request such a copy; and

- 25.2.2 placing a copy of such information on any relevant website operated or controlled by the Licensee.

26 QUALITY OF SERVICE

- 26.1 The Licensee shall, on the direction of the Regulator, publish comparable, adequate and up to date information for End-Users on the quality of its carriage services.
- 26.2 Subject to Condition 26.3, where the Regulator makes a direction under Condition 26.1 it may amongst other things direct:
 - 26.2.1 the quality of service parameters to be measured;
 - 26.2.2 the consequences of non-compliance with the quality of service parameters;
 - 26.2.3 the content and form of the information to be published, and how the comparability of the information is to be validated. For the purposes of validation, the Regulator may require independent audit of the specified information;
 - 26.2.4 the manner of publication of the information; and
 - 26.2.5 the timing of publication of the information; and/or that the Licensee shall provide the Regulator with a copy of the information to be published well in advance of the publication as agreed by the Regulator.
- 26.3 The Regulator shall only make such a direction where the Licensee has been providing the Public Services in question for at least six (6) months prior to the direction being made.

27 FAIR DEALING

- 27.1 The Licensee must only charge a Subscriber for the specific carriage services or apparatus that the Subscriber has ordered, and a user shall have no liability to pay for any carriage service or apparatus that it has not ordered.
- 27.2 In the case of Subscribers who have contracted for carriage services for which they will pay after usage, the Licensee must provide such Subscriber with invoices:
 - 27.2.1 in writing, which may be transmitted electronically if the Subscriber consents;
 - 27.2.2 on a regular basis;
 - 27.2.3 in a plain and simple format;
 - 27.2.4 that provide accurate information about the carriage services provided and the amounts due for each carriage service; and
 - 27.2.5 that clearly indicate the method of calculation of prices for any carriage service for which invoices are based on the duration of calls or other measure of usage.
- 27.3 In the case of Subscribers who have purchased carriage services for which they have paid prior to the provision of such carriage services, the Licensee must permit such Subscriber

on request to review his expenditures. The Licensee may charge the Subscriber a reasonable fee for the provision of the requested information.

28 CONFIDENTIALITY OF SUBSCRIBER'S INFORMATION

28.1 Subject to Conditions 28.2 and 28.3, any other provision of this Licence or any provision of the Communications Ordinance or another relevant legislation, the Licensee:

28.1.1 must not without lawful authority or a Subscriber's consent collect, use, maintain or disclose information about a Subscriber for any purpose; and

28.1.2 must apply appropriate security safeguards to prevent the collection, use, maintenance or disclosure of such information.

28.2 The Licensee may disclose a Subscriber's name, address and listed telephone number in a printed or electronic telephone Directory except where a Subscriber specifically requests that his or her details should be excluded from the Directory.

28.3 The Licensee may be required by the Regulator (by determination under the Communications Ordinance) to retain or to be prohibited from retaining specified information relating to Subscribers, including information about billing, beyond a specified period, subject to the Communications Ordinance, and to the extent it is technically feasible.

28.4 The Licensee shall obtain the approval of the Regulator or the Governor, prior to transferring Subscribers' data outside the Falkland Islands.

28.5 The Licensee must ensure that information it discloses or retains concerning a Subscriber is accurate and complete for its intended use.

28.6 The Licensee must permit a Subscriber to inspect its records regarding a carriage service provided to that Subscriber for the purposes of checking the accuracy of that Subscriber's personal details (including name, address and bank details) and to require correction or removal of any such information that is shown to be incorrect. The Licensee will be entitled to request the Subscriber to provide proof of identity before allowing such an inspection.

28.7 The Licensee must disclose to Subscribers the purpose of requesting or collecting any information about the Subscriber and must not use or maintain information about the Subscriber for undisclosed purposes, except as provided for in the Communications Ordinance.

29 CONFIDENTIALITY OF COMMUNICATIONS

29.1 The Licensee must take all reasonable steps to ensure the confidentiality of its End-Users' communications.

29.2 The Licensee must not intercept, monitor, alter or modify the content of a message unless required to do so by or pursuant to the Communications Ordinance or any other relevant legislation, or other lawful authority.

30 CODES OF PRACTICE AND DISPUTE RESOLUTION

30.1 This Condition 30 shall apply where the Licensee provides Public Services to Subscribers.

30.2 Codes of Practice for Complaints

30.3 Within three (3) months of the date of a determination, the Licensee shall establish and thereafter maintain procedures that conform with any applicable Code of Practice for Complaints for the handling of complaints made by its Subscribers in relation to the provision of Public Services.

30.4 In the event that a complaint is made against the Licensee by its Subscribers which has not been treated in accordance with the procedure established pursuant to Condition 30.3, the Regulator may, by determination under the Communications Ordinance:

30.4.1 require the Licensee to comply with Condition 30.3; or

30.4.2 address the complaint and provide for a remedy.

30.5 The Licensee may be required, by determination of the Regulator under the Communications Ordinance, to:

30.5.1 report to the Regulator the types and volumes of complaints, application of procedures and manner of their resolution; and

30.5.2 take such other measures as the Regulator considers appropriate to ensure that complaints of users are satisfactorily addressed.

30.6 Dispute Resolution

Within three (3) months of the Communications Ordinance entering into force, the Licensee shall implement and comply with the alternative dispute resolution procedures set out in section 19 of the Communications Ordinance.

30.7 Code on the provision by carriage service Providers of consumer protection information for the provision of carriage services

30.8 Within three (3) months of the Commencement Date, the Licensee shall comply with the requirements set out in any code or guidelines set out in any determination for the purposes of this Condition 30.7.

30.9 All codes of practice referred to in this Condition 30 shall be drafted in plain English which is easy to understand, and copies of the codes of practice shall be provided on request and free of charge to any Subscribers and be prominently available on the Licensee's public website.

PART E - PUBLIC TELEPHONE SERVICE OBLIGATIONS

The following Conditions in Part E of this Licence, being Conditions 31 to 33, apply only where the Licensee establishes, maintains and operates a Public Telephone Network or provides public telephone services in the Falkland Islands, as applicable.

31 PROPER AND EFFECTIVE PROVISION OF PUBLIC TELEPHONE NETWORKS AND SERVICES

31.1 Continuity of Public Telephone Networks and carriage services

31.2 The Licensee shall take all reasonably practicable steps to maintain, to the greatest extent possible the proper and effective functioning of any Public Telephone Network provided by it at all times.

31.3 The Licensee shall ensure that any restrictions imposed by it on access to and use of a Public Telephone Network provided by it on the grounds of ensuring compliance with Condition 31.2 are proportionate, non-discriminatory and based on objective criteria identified in advance.

31.4 The Licensee shall take all reasonably practicable steps to maintain, to the greatest extent possible in the event of catastrophic network breakdown or in cases of force majeure, the availability of the public telephone services provided by it, including uninterrupted access to Emergency Organisations as part of any public telephone services offered by it.

31.5 Emergency Call

31.5.1 The Licensee shall ensure that its Public Telephone Network is capable of providing any person with access to Emergency Organisations by using the Emergency Call Numbers at no charge and, in the case of a Pay Telephone, without having to use coins or cards.

31.5.2 The Licensee shall ensure that any End-User can access Emergency Organisations via a public emergency call service, being an electronic communications service that enables an End-User, at any time and without incurring any charge or requiring any 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.

31.5.3 The Licensee shall, to the extent technically feasible, make Caller Location Information for all calls to the Emergency Call Numbers available to the Emergency Organisations handling those calls.

31.6 Helplines

31.6.1 The Licensee shall ensure that its Public Telephone Network is capable of providing any person with access to Helplines at no charge and, in the case of a Pay Telephone, where technically possible without having to use coins or cards.

- 31.6.2 Where any Helpline is situated outside of the Falkland Islands, the Licensee shall be entitled to be compensated for (1) the cost of terminating the call to the Helpline; and (2) the third party costs incurred in enabling access to additional Helplines that were not available prior to the Commencement Date. Such compensation shall be determined by the parties in advance of an order being made and shall be payable by the Government.

31.7 **Emergency Planning**

- 31.7.1 Subject to Condition 31.7.3, the Licensee shall, on the request of and in consultation with the Government make arrangements for the provision or rapid restoration of such networks and carriage services as are practicable and may reasonably be required in Disasters.
- 31.7.2 Subject to Condition 31.7.3, the Licensee shall, on request by any person as is designated for the purpose in any such arrangements, implement those arrangements in so far as is reasonable and practicable to do so.
- 31.7.3 Nothing in this Condition 31.6 precludes the Licensee from:
- (a) recovering the reasonable and efficient costs incurred in making or implementing any such arrangements; or
 - (b) making the implementation of any such arrangements conditional upon being indemnified by the person for whom the arrangements are to be implemented for all reasonable and efficient costs incurred as a consequence of the implementation.

31.8 **Public Pay Telephones and Public Wireless Access Point**

- 31.8.1 The Licensee shall install, maintain and promptly repair the Public Pay Telephones specified in Schedule 2.
- 31.8.2 The Licensee shall ensure that every Public Pay Telephone that is permanently installed on public land and to which the public has access at all times can access a Directory Enquiry Facility, except where such services or facilities have been rendered inaccessible by the Licensee for the purposes of debt management.
- 31.8.3 Licensee shall display and take all reasonable steps to keep displayed prominently on or around each of its Public Pay Telephones a notice specifying:
- (a) the minimum charge for connection;
 - (b) call charge information;
 - (c) methods of payment;
 - (d) a statement as to whether incoming calls can be received, and if so, the telephone number of the Public Pay Telephone;

- (e) contact information in the event of services complaints;
- (f) the location of the Public Pay Telephone sufficient to enable it to be located as swiftly as possible by the Emergency Organisations; and
- (g) that calls to Emergency Organisations using the Emergency Call Numbers may be made from the Public Pay Telephone free of charge and without having to use coins or cards.

31.8.4 In a manner agreed with Regulator, the Licensee shall ensure that adequate provision is made for people with disabilities including visitors (which may include at least one Public Pay Telephone is equipped for use by people with hearing, sight or other disabilities) unless otherwise approved by the Regulator.

31.8.5 The Licensee shall install, maintain and promptly repair Public Wireless Access Points in the locations specified in Schedule 2.

31.9 **Directories and Directory Enquiry Facilities**

31.9.1 The Licensee shall ensure that its Public Telephone Network is capable of providing:

- (a) any Public Pay Telephone that is permanently installed on public land and to which the public has access at all times; and
- (b) any End-User,

with access to a Directory Enquiry Facility containing Directory Information on all Subscribers in the Falkland Islands who have been assigned telephone numbers by the Licensee and any Crown Operator, except (a) those Subscribers who have exercised their right to have their Directory Information removed, and (b) where such services or facilities have been rendered inaccessible to a particular End-User by the Licensee at the End-User's request or for the purposes of debt management.

31.9.2 Where the Licensee assigns telephone numbers to Subscribers, it shall ensure that each of those Subscribers is, on request, supplied with a Directory containing Directory Information on all Subscribers who have been assigned telephone numbers in the Falkland Islands. Any directories supplied shall not contain Directory Information for those Subscribers who have exercised their right to have their Directory Information removed.

31.9.3 A Directory may be produced by the Licensee, or by another person. Where a Directory is produced by the Licensee, the Licensee shall ensure that it is updated on a regular basis (at least once a year). The Regulator may from time to time direct that a Directory is available in a particular form.

31.9.4 Subject to the price controls and upon approval by the Regulator, the Licensee may charge its Subscribers or End-Users a reasonable fee for making available a Directory Enquiry Facility, local Directory and any additional directories, and

may charge its Subscribers a reasonable fee for inclusion of Directory Information in a Directory or as part of a Directory Enquiry Facility.

32 PROVISION OF DIRECTORY INFORMATION

32.1 Where the Licensee has been Allocated telephone numbers in accordance with Condition ~~32.3~~33, it shall meet all reasonable requests from any person to make available the Directory Information of:

- 32.1.1 its Subscribers who have been assigned those telephone numbers; and
- 32.1.2 any other End-User assigned a telephone number originally Allocated to the Licensee,

for the purposes of the provision of directories and Directory Enquiry Facilities.

32.2 Where the Licensee has been authorised (either directly or indirectly) to use telephone numbers Allocated to another person, it shall on request supply to:

- 32.2.1 the person who was originally Allocated such telephone numbers; or
- 32.2.2 if different from the above, the person who authorised the use of such telephone numbers by it,

the Directory Information of the Licensee's Subscribers and of any other End-User assigned a telephone number from such telephone numbers.

32.3 Where the Licensee is requested to supply Directory Information in accordance with Conditions 32.1 or 32.2, it shall do so on terms which are fair, cost-oriented and non-discriminatory, and in a format which is agreed between the Licensee and the person requesting the information. The Licensee shall comply with any direction made by the Regulator from time to time with respect to the format to be applied to the information.

33 ALLOCATION, ADOPTION AND USE OF TELEPHONE NUMBERS

33.1 General Prohibitions on Adoption and Use

33.1.1 A Licensee shall not Adopt telephone numbers from the numbering plan unless:

- (a) the telephone numbers have been Allocated to the Licensee; or
- (b) the Licensee has been authorised (either directly or indirectly) to Adopt those telephone numbers by the person Allocated those telephone numbers.

33.1.2 The Licensee may only use a telephone number from the numbering plan where that telephone number has been Allocated to a person, unless the use in question is for the purposes of indicating that the telephone number has not been Allocated.

33.2 Requirements in Connection with the Adoption of Telephone Numbers

- 33.2.1 The Licensee shall have a plan for such telephone numbers as the Regulator may Allocate to it from time to time. Except where the Regulator otherwise consents in writing, such plan shall be consistent with the numbering plan. When applying for telephone numbers, the Licensee shall provide such details of such plan to the Regulator as are relevant to the application.
- 33.2.2 The Licensee shall install, maintain and adjust its network so that it routes signals and otherwise operates in accordance with the numbering plan and any Allocation of telephone numbers made by the Regulator from time to time.
- 33.2.3 Where telephone numbers have been Allocated to the Licensee, the Licensee shall secure that such telephone numbers are Adopted or otherwise used effectively and efficiently.
- 33.2.4 The Licensee shall take all reasonably practicable steps to secure that its Subscribers, in using telephone numbers, comply with the provisions of this Condition, where applicable, and the provisions of the numbering plan.

33.3 Application for Allocation or Reservation of Telephone Numbers

When applying for an Allocation or reservation of telephone numbers, the Licensee shall:

- 33.3.1 use an appropriate application form as directed by the Regulator from time to time as it thinks fit;
- 33.3.2 provide such information as required by the Regulator on the application form; and
- 33.3.3 provide to the Regulator, on request, any other information considered by the Regulator to be relevant to the application, and the supply of which does not place an undue burden on the Licensee.

33.4 Withdrawal of a Number Allocation

Where the Licensee has not Adopted any telephone numbers:

- 33.4.1 within six (6) months, or such other period as the Regulator may from time to time direct, from the date on which the telephone numbers were Allocated, or in relation to an Allocation of a series of telephone numbers;
- 33.4.2 to any significant extent within six (6) months, or such other period as the Regulator may from time to time direct, from the date on which the series of telephone numbers was Allocated; or
- 33.4.3 procured that the telephone numbers are effectively and efficiently in accordance with Condition 33.2.3, as determined by the Regulator,

The Regulator may withdraw an Allocation of the relevant telephone numbers from the Licensee.

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PART F – PUBLIC NETWORK OR SERVICE OBLIGATIONS

34 UNIVERSAL SERVICE OBLIGATIONS

- 34.1 The Licensee is hereby designated as a universal services provider pursuant to section 65 of the Communications Ordinance, and the Licensee shall comply with any directions of the Regulator concerning the universal services that the Licensee must provide pursuant to section 65 of the Communications Ordinance, and this Licence shall be modified accordingly pursuant to section 65 of the Communications Ordinance.
- 34.2 The Licensee shall provide fixed line telephony services and fixed line internet access services to: (1) 100% of houses in which a person lives for at least 6 months of the year; and (2) 100% of business premises where a business operates from those premises for at least 6 months of the year.
- 34.3 The Licensee shall continue to provide cellular services including an expansion of services in 2017 in accordance with the KPIs.
- 34.4 Unless the Regulator or the Governor consents otherwise, the Licensee shall provide the Public Services referred to in Conditions 34.1, 34.2, and 34.3, on the basis of uniform prices throughout the Falkland Islands.

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PART G – EXCLUSIVE LICENSEE OBLIGATIONS

35 The Licensee is hereby designated as an exclusive licensee, and shall accordingly comply with any such obligations of an exclusive licensee as set out in the Communications Ordinance or any other obligations as the Regulator may set out in any determination.

36 NON-DISCRIMINATION

36.1 The Licensee shall not unduly discriminate against particular persons or a particular description of persons in relation to carriage services offered by it.

36.2 Nothing done in any manner by the Licensee shall be regarded as undue discrimination under this Condition if and to the extent that the Licensee is required or expressly permitted to do such thing in that manner by or under any Condition set out in this Licence.

37 REQUIREMENT TO PUBLISH CHARGES AND TERMS AND CONDITIONS

37.1 The Licensee shall publish terms and conditions and charges (including bundled charges) for all carriage services provided by the Licensee in the Falkland Islands.

37.2 The Licensee shall publish any amendments to the terms and conditions and charges published under Condition 37.1 for any new services within 24 hours of the time that the amendment comes into effect.

37.3 Publication referred to in Condition 37.1 shall be effected by placing a copy of the information on any relevant website operated or controlled by the Licensee.

37.4 The Licensee shall send to the Regulator a written notice of any amendment to the terms and conditions and charges published under Condition 37.2 (including charges and terms and conditions for any new services) within 24 hours of the time that the amendment comes into effect and shall send a copy of the notice to any person who may reasonably request such a copy.

37.5 Where it would be impractical for the Licensee to publish under this Condition any charge or amended charge, the Licensee shall instead publish the method to be adopted for determining that charge or amended charge.

37.6 The Licensee shall provide carriage services in accordance with terms and conditions and charges published under this Condition, and shall not depart from those charges or terms and conditions either directly or indirectly.

38 PRICE CONTROLS

38.1 The Licensee shall be subject to the price controls set out by regulation in accordance with Schedule 3 and as subsequently amended in accordance with the provisions of the Communications Ordinance. The Price controls shall be calculated on the basis that they are deemed to have had effect from 1st January 2016.

- 38.2 In the event that the Licensee provides services outside of the Universal Service Obligations then the Licensee shall be entitled to charge a reasonable additional installation fee in respect of the cost of establishing the service.

39 INFRASTRUCTURE SHARING AND DEPLOYMENT

- 39.1 The Licensee shall comply with any directions by the Governor under the Communications Ordinance concerning sharing of physical infrastructure.
- 39.2 Where the Governor considers it necessary for the Licensee to share Infrastructure with Crown Operators in designated areas in the national and/or public interest or otherwise, the Governor shall inform the Licensee accordingly so that the Licensee can make the necessary arrangements before submitting its Infrastructure sharing plans to the Governor for approval. The Licensee shall share Infrastructure whenever and wherever mandated by the Governor in accordance with the Governor directions. The Licensee shall be entitled to recover any costs incurred due to the sharing of physical infrastructure.

40 ACCOUNTING INFORMATION

- 40.1 The Licensee shall provide on an annual basis the following in respect of the licensed activities:
- 40.1.1 [X]
 - 40.1.2 [X];
 - 40.1.3 [X]; and
 - 40.1.4 such other information as determined by the Regulator.
- 40.2 The Licensee shall comply with the instructions of the Regulator in relation to the preparation and delivery of accounting statements.

41 NOTICES

- 41.1 Notices to the Licensee under the Conditions shall be in writing, and addressed to the Licensee at the address shown at the front of this Licence or any other relevant address as known to the Regulator and sent by prepaid post or hand delivered, or sent by facsimile if the parties agree beforehand that they will use facsimile for transmission of specific notices.
- 41.2 Notices to the Regulator under the Conditions shall be in writing, and addressed to the business address of the Regulator for the time being and sent by prepaid post or hand delivered, or sent by facsimile if the parties agree beforehand that they will use facsimile for transmission of specific notices.

SCHEDULE 1

KPIs

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SCHEDULE 2

PUBLIC PAY TELEPHONES AND PUBLIC WIRELESS ACCESS POINTS

1. Public Pay Telephones

The Public Pay Telephones of the Falkland Islands shall be:

[INCLUDE]

2. Public Wireless Access Points

The Public Wireless Access Points of the Falkland Islands shall be installed in the following locations:

[INCLUDE]

This Schedule may be varied by the Regulator at any time upon written notice to the Licensee

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**SCHEDULE 3
PRICE CONTROLS**

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SCHEDULE 4

EXIT PROVISIONS [X]

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