

TELECOMMUNICATIONS (JERSEY) LAW 2002

Jersey Airport

INITIAL NOTICE

The Jersey Competition Regulatory Authority ('JCRA') having received an request from Jersey Airport to make a variation to its Telecommunications Licence and in exercise of its powers under Article 18 of the Telecommunications (Jersey) Law 2002 ('the Law'), intends to grant this request.

Jersey Airport was granted a licence under the Law on 1 November 2004 to operate a Telecommunication System in Jersey. This licence was subject to additional Licence Conditions which applied certain limitations requiring the JCRA to approve each and every change to the operation of the Jersey Airport Telecommunications System. These Conditions were originally included to ensure that a States Department would not distort the development of a competitive telecommunications market in Jersey by virtue of its relationship with the island's government.

However, since that time the telecommunications market has developed considerably and the JCRA is of the view that this restriction should no longer be applied. The JCRA's policy is toward light-touch regulation and in this case the regulatory requirements on the licensee appear to be no longer necessary. The Board now proposes to remove the additional Conditions and the associated appendices from the Licence. The existing licence is in Appendix I and the proposed licence is in Appendix II to this Initial Notice.

Therefore the Board of the JCRA is of the opinion that the amendment of this Licence will help to ensure that telecommunications services are provided, both within Jersey and between Jersey and the rest of the world, as satisfy all current and prospective demands and will help promote competition among persons engaged in commercial activities connected with telecommunications in Jersey.

It is intended that, subject to any representation or objection, the amendments to the Jersey Airport Telecommunications Licence shall come into effect on 29 April 2011.

Copies of the proposed Licence, the current Licence and this Notice are available for inspection at the offices of the JCRA and on its website at www.jcra.je . Written representations or objections to the exercise of these specified regulatory functions may be made by letter marked for the attention of Graeme Marett, at 2nd Floor, Salisbury House, 1 – 9 Union Street, St Helier, Jersey JE2 3RF on or before midnight 28 April 2011

25 March 2011

By Order of the Board of the JCRA



Telecommunications Licence

for

Jersey Airport

JERSEY COMPETITION REGULATORY AUTHORITY

**Class II Licence issued to
Jersey Airport**

under

THE TELECOMMUNICATIONS (JERSEY) LAW, 2002

The JCRA, in exercise of the powers conferred on it by the Telecommunications (Jersey) Law 2002, grants to the Licensee a Licence to run a Licensed Telecommunications System and provide Telecommunications Services (as these terms are defined in the Conditions of this Licence), within, to and from the Bailiwick of Jersey and subject to the Conditions, all lawful directions of the JCRA and all applicable laws, rules, regulations and ordinances of the States of Jersey.

DATED 1 November 2004

SIGNED

**William Brown
Executive Director**

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 (Jersey) Law 2002, 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 the ability to obtain a required service, facility or function;

“**Associated Company**”: means a company that is an 'associated company' of the Licensee where one of the two has control of the other, or both are under the control of the same person or persons;

“**BSI**”: means the British Standards Institute;

“**Class II Licence**”: means this Licence;

“**Conditions**”: means Conditions 1 through 22 of this Licence, as may be amended, revoked or added to by the JCRA from time to time;

“**Customer Premise Equipment (CPE)**”: means terminal and associated equipment and inside wiring located at a subscriber's premises and connected with a Licensees telecommunication System;

“**Direction**”: means a written statement issued by the JCRA with which a licensee must comply;

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

“**Interconnect**”: means the connection of two Licensed Telecommunication Systems;

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

“**JCRA**”: means the Jersey Competition Regulatory Authority;

“**Licence**”: means this Licence to run a Telecommunications System, subject to the Conditions;

“**Licence Commencement Date**”: means the date on which this Licence is signed by the JCRA;

“**Licence Fee**”: means the fee prescribed by the JCRA under Article 17 of the Telecommunications (Jersey) Law and payable by the Licensee;

“**Licensed Operators**”: means any person who, for the time being, has the benefit of a Licence granted under the Telecommunications (Jersey) Law;

Appendix I – Existing Licence

“Licensed Telecommunication System”: means the system for the conveyance of messages through the agency of energy which the Licensee is authorised to establish, operate and maintain in the Bailiwick of Jersey;

“Licensee”: means Jersey Airport, a trading department of The States of Jersey Harbours and Airport Committee;

“Mobile Telecommunications Service”: means the system for conveyance of messages or data through a wireless Network which may also be interconnected with the PSTN;

“Network”: means a set of interconnected devices across which a telecommunicated message can be passed;

“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 of Jersey, which formats are allocated by the JCRA or by the regulator for UK communications, Ofcom, under the Communications Act 2003;

“Number Portability”: means a service enabling a Subscriber to transfer his contract with the Licensee to another Licensed Operator within the Bailiwick of Jersey and retain the same number allocated to that Subscriber by the Licensee;

“Numbering Conventions”: means the guidelines from time to time set out in the Bailiwick of Jersey Numbering Plan and/or the Ofcom UK National Telephone Numbering Plan;

“Other Licensed Operator”: means any person who, other than the Licensee, for the time being, has the benefit of a Licence granted under the Telecommunications (Jersey) Law;

“PSTN”: means Public Switched Telephone Network;

“Public Telecommunication System”: means a communications system to which the public have access which includes, but is not limited to, fixed line and mobile telephone networks;

“SMP”: means Significant Market Power;

“Subscriber”: means a legal or natural person who has a contract with the Licensee to receive Telecommunication Services via the Licenced Telecommunication System. For the avoidance of doubt a subscriber does not include users of pre-paid services;

“Subsidiary”: means Subsidiary as defined in Article 2(1) of the Companies (Jersey) Law 1991;

“System”: means, in this document, a device for the origin and completion of telecommunicated messages;

Appendix I – Existing Licence

“**Telecommunications (Jersey) Law**”: means the Telecommunications (Jersey) Law 2002;

“**Telecommunication Services**”: means the provision of any telecommunications services to the public;

“**Term**”: means, subject to Condition 11, a period ten (10) years from the Licence Commencement Date;

“**TETRA**”: means the European standard for Digital Trunked Radio Systems, a system primarily intended for users in the public security sphere;

“**Universal Service Obligation (USO)**”: means; the provision of basic Voice Telephony services to any user in the Bailiwick of Jersey. [*Under Article 7 (3) (a) of the Telecommunications (Jersey) Law the JCRA must have regard to the accessibility of services when ensuring (as far as in its view is reasonably practicable) that telecommunications services are provided so as to satisfy all current and prospective demands*];

“**User**”: means a person, organization or other entity that is a consumer of Telecommunication Services.

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

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

PART I: ESTABLISHMENT AND ENFORCEMENT

2. SCOPE OF THE LICENCE

2.1 This Licence authorises the Licensee to run, (including establishing, operating and maintaining) a Public Telecommunication System including fixed and mobile telecommunications in the Bailiwick of Jersey for the Term but restricted by the following:

- (a) The Licensee shall provide services only as set out in the Schedules; and
- (b) The Licensee shall not construct any inter-island or international microwave communication links without the full written approval of the JCRA.

The Licensee shall make a written application for approval to the JCRA for each and every change to the Schedules that is required.

2.2 For the avoidance of doubt, this Licence shall be non-exclusive.

2.3 The Licence is personal to the Licensee and the Licensee shall not:

- (a) sub-license, assign or grant any right, interest or entitlement in the Licence nor transfer the Licence to any other person; or
- (b) sell or pledge any of its assets which are necessary to provide the Licensed Telecommunication System 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 JCRA, such consent not to be unreasonably withheld.

Condition 2.4 does not apply to:

- (i) a mortgage or other transaction entered into for the purpose of securing borrowings of the Licensee or a Subsidiary of the Licensee, being borrowings for the purpose of the Licensed Telecommunication System or the provision thereof or anything incidental thereto; or*
- (ii) a transfer, assignment or other disposal of an interest in assets under an arrangement whereby the Licensee retains the use and benefit of such assets for the remainder of the useful life of such assets and for the duration of the Licence; or*
- (iii) a transfer, assignment or other disposal of assets made in the ordinary course of business.*

2.4 Subject to Condition 8 the Licensee shall notify the JCRA of the occurrence of any of the following:

Appendix I – Existing Licence

- (a) any fact or event likely to materially affect the Licensee’s ability to comply with any Condition including any change to the Licensed Telecommunication System which may detrimentally affect the permanence, availability or quality of the Licensed Telecommunication System or Telecommunication Services;
- (b) an insolvency-related event in respect of the Licensee or a Subsidiary of the Licensee or a joint venture, or any preparatory steps being taken that might lead to an insolvency-related event, immediately upon the Licensee becoming aware of the event.

2.5 The Licensee shall notify the JCRA:

- (a) of any proposed Change of Control of the Licensee forthwith upon the Licensee, or its Chairman, Chief Executive Officer, Chief Operating Officer or any Director becoming aware of the proposed change; and
- (b) in any event, on the occurrence of any Change of Control of the Licensee, within thirty days of that event.

2.6 On receipt of notification of Change of Control the JCRA may:

- (a) approve, in writing, the change or the proposed change ;
- (b) disapprove, in writing, the change or the proposed change, giving reasons; or
- (c) approve the proposed change or the change subject to the Licensee accepting a modification of the Licence under Article 18 of the Telecommunications (Jersey) Law,

and, or in addition to any of the above measures, the JCRA may issue such directions to the Licensee or invoke any of the sanctions, penalties or remedies in the Law or the Licence as the JCRA considers necessary or appropriate.

In taking action under this section, the JCRA may have regard to whether or not the JCRA would have awarded the Licence to the Licensee had the Change of Control taken effect prior to the award.

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

- (a) he or they exercises or controls the exercise of fifty (50) 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) he is or 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

Appendix I – Existing Licence

- (c) he or they exercises or controls the exercise of fifty (50) per cent or more of the partnership or other ownership interests of the Licensee,

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

2.8 The Licensee shall supply to the JCRA, in relation to itself and any Subsidiary Company which is controlled by 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 Bailiwick of Jersey Law;
- (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) in relation to any Subsidiary company and Associated Company of the Licensee where the relevant body corporate is not incorporated in the Bailiwick of Jersey any returns, reports, accounts or other information under the laws of any applicable jurisdiction which are, in the opinion of the JCRA reasonably required, and which are analogous or equivalent to annual return and annual report and accounts, at such times and in such forms as the JCRA directs from time to time.

2.9 The Licensee shall comply with any other requirement in law or practice to obtain any additional consents, permissions, authorisations or Licences as may be necessary for the provision of the Licensed Telecommunication System and for the exercise of its rights or discharge of its obligations under this Licence.

2.10 The Licensee shall ensure that:

- (a) the administration and management of the business associated with the running (including establishment, maintenance and operation) of the Licensed Telecommunication System shall be conducted from the Bailiwick of Jersey; and
- (b) its business is conducted in a manner which the JCRA is satisfied is on a normal commercial basis and at arm’s length from the business of any of its shareholders or Subsidiaries or joint ventures.

3. LICENCE FEE

3.1 The Licensee shall pay the Licence Fee in the manner directed by the JCRA.

3.2 Without prejudice to any other remedies of the JCRA under this Licence or the Laws, if the Licensee fails to pay any amount due to the JCRA 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 four (4) 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 JCRA in the manner and at the times required by the JCRA, any documents, accounts, returns, estimates, reports or other information (whether financial, operational, technical or otherwise) including but not limited to the documents, accounts, returns, estimates, reports and other information specified in this Licence.
- 4.2 The Licensee shall, within ninety days of the Licence Commencement Date, provide the JCRA 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 JCRA from time to time.
- 4.3 The JCRA may require an examination, investigation or audit of any aspect of the Licensee’s business relating to the Licensed Telecommunication System or its compliance with the Conditions and the Laws, and the Licensee shall provide any assistance requested by the JCRA in relation to any such examination, investigation or audit. The JCRA may issue directions with regard to the manner in which such an examination, investigation or audit is carried out, including the creation of financial and/or technical specifications or documentation.
- 4.4 In particular, the JCRA 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 Telecommunication System to ensure compliance with the Conditions. The Licensee shall allow the JCRA’s authorised representative to attend at, enter and inspect any premises under the Licensee’s or any of its Subsidiaries or joint ventures control, and to take copies of any documents and to acquire any information in the control of the Licensee or any of its Subsidiaries or joint ventures, as may be required in order to carry out the examination investigation or audit.
- 4.5 The Licensee shall bear all reasonable costs associated with any examination, investigation or audit conducted under this Condition 4.

5. COMPLIANCE

- 5.1 In addition to the Conditions, the Licensee shall comply with:
- (a) any obligation imposed on it by the Laws or by any law, regulation, rule, ordinance or order; and
 - (b) any direction duly issued by the JCRA under the Laws or by any law, regulation, rule, ordinance or order of the States of Jersey or this Licence.

6. MODIFICATION

- 6.1 The JCRA may from time to time modify, delete or add to any condition in this Licence or its Appendix. Any modification, deletion or addition to the Conditions shall be made in accordance with Article 18 of the Telecommunications (Jersey) Law and any other requirements under any applicable Law.

7. ENFORCEMENT AND REVOCATION

- 7.1 The JCRA may at any time revoke this Licence in accordance with the provisions and procedures set out in Articles 19 and 20 of the Telecommunications (Jersey) Law. The JCRA may also take any action to enforce any Condition of this Licence in accordance with Article 19 of the Telecommunications (Jersey) Law or any direction issued relating to this Licence.

8. EXCEPTIONS AND LIMITATIONS ON THE LICENSEE'S OBLIGATIONS

- 8.1 If the Licensee is prevented from performing any of its obligations under this Licence because of force majeure:
- (a) the Licensee shall notify the JCRA of those obligations it is prevented from performing and the reason why as soon as reasonably practicable; and
 - (b) the JCRA 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 the Network and may refuse to provide the Telecommunication Services which it is obliged to provide in accordance with Condition 12 of this Licence to a particular User if providing those Services would or would be likely to cause damage or interference to the Licensed Telecommunications System.
- 9.2 The Licensee shall provide details with regard to any proposed refusal to the JCRA. The JCRA shall issue a determination on the matter.

10. MATTERS OF INTEREST TO JERSEY

- 10.1 The Licensee shall, in connection with its establishment, operation and maintenance of the Licensed Telecommunication Systems take reasonable steps to prevent any Telecommunication Services from being used in, or in relation to, the commission of offences against the laws of the Bailiwick of Jersey.
- 10.2 The Licensee shall establish and maintain the capability to intercept Messages transmitted over the Licensed Telecommunication System and to provide information regarding the use of Telecommunication Services, in order to be able to meet the requirements of the Bailiwick of Jersey Law.

11. TERM AND RENEWAL

- 11.1 The Licence commences on the Licence Commencement Date and continues, subject to the Licensee's compliance with the Conditions and the Laws and subject to any revocation or suspension by the JCRA, for the Term.
- 11.2 At any time after the seventh (7th) anniversary but prior to the ninth (9th) anniversary of the Licence Commencement Date, the Licensee may serve notice on the JCRA requesting a renewal of this Licence.
- 11.3 Within fifty six (56) days of the receipt of this notice under condition 11.2 or such further period as may be agreed with the Licensee, the JCRA shall notify the Licensee whether or not it agrees to a renewal of the Licence subject to the same Conditions or any modified, amended or additional Conditions, subject to the Licensee providing all necessary information to the JCRA to enable it to make the notification within the required time.

12. MISUSE OF DATA

- 12.1 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 JCRA, 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 II: PUBLIC SERVICE CONDITIONS

13 UNIVERSAL SERVICE

- 13.1 Where so directed by the JCRA, the Licensee shall provide in the Bailiwick of Jersey a Universal Service. The Licensee shall comply with any direction given from time to time by the JCRA in respect to the Universal Service Obligation (“USO”).
- 13.2 Until otherwise instructed, the Licensee shall defray the full cost of the USO set out in this Condition. In the event that the provision of USO can be demonstrated to represent an unfair burden on the Licensee, the JCRA shall introduce a mechanism to share the determined net cost of the USO between Licensed Operators. Such determination shall be made following consultation by the JCRA on the appropriate mechanism to be used.
- 13.3 The JCRA may direct the Licensee to contribute to a fund, to be established under Condition 13.2, to cover the net cost of the provision of the USO and the Licensee shall comply with such directions.
- 13.4 If required by any Subscriber to whom it provides Telecommunications Services, the Licensee shall also provide a facility for that Subscriber to rent a range of Customer Premises Equipment for the purposes of meeting requirements of the USO and to provide maintenance services in respect of any such rented 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 JCRA has agreed in writing accordingly;
 - (b) the Customer Premises Equipment was supplied by a person other than the Licensee or its Subsidiaries or joint ventures.

14. PUBLIC EMERGENCY CALLS

- 14.1 The Licensee shall provide a public emergency call service, being a Telecommunication 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 marine search and rescue services and to notify them of an emergency by using Customer Premises Equipment lawfully connected to the Licensed Network at any place in The Bailiwick of Jersey.

Appendix I – Existing Licence

- 14.2 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.

15. DEVELOPMENT OF NETWORK AND SERVICES

- 15.1 The Licensee shall develop and operate the Licensed Telecommunication System so as progressively to achieve standards in line with international best practice and in particular, the Licensee shall achieve and comply with relevant standards established by ETSI, the ITU and such other international benchmarks as the JCRA may direct from time to time.

16. CONSUMER PROTECTION

- 16.1 The Licensee shall, in the manner and at the times specified by the JCRA, publish the standard terms and conditions, including tariffs under which it provides each category of Telecommunication Services to Subscribers and Users. In the absence of any other direction from the JCRA, the Licensee shall ensure that a current statement of all applicable terms and conditions is:

- (a) filed with the JCRA; and
- (b) promptly made available for inspection at the request of any member of the public or promptly sent to them by post on request.

- 16.2 The JCRA may direct the Licensee to change the Licensee's standard terms and conditions from time to time.

- 16.3 The Licensee shall safeguard the privacy and confidentiality of all Messages transmitted over the Licensed Telecommunication System and the Telecommunication Services provided 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 JCRA for the purposes of protecting the interests of its Subscribers or Users.

- 16.4 The Licensee shall participate in good faith in any dispute resolution procedure established by the JCRA for the resolution of disputes.

- 16.5 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 Telecommunication Services or for the calculation of related charges.

PART III: GENERAL CONDITIONS RELATING TO THE PROVISION OF TELECOMMUNICATIONS

17. NUMBERING

- 17.1 The Licensee shall use only those Numbers that are allocated to it for the purpose of terminating Messages on the Licensed Telecommunication System and shall comply with any Directions concerning use and allocation which are issued by the JCRA from time to time.
- 17.2 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 JCRA in the form directed by the JCRA.
- 17.3 The Licensee shall not charge its customers for allocations of Numbers except where authorised and in accordance with any Direction from the JCRA.
- 17.4 The Licensee shall comply with any Directions issued by the JCRA in respect of Number Portability, Number Translation, Number hosting and compliance with the Numbering Conventions and the Bailiwick of Jersey Numbering Plan.

18. RADIO FREQUENCY

- 18.1 The Licensee shall provide the Telecommunication Services in accordance with the requirements of the Wireless Telegraphy Act and the Telecommunications (Jersey) Law.
- 18.2 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. Where the JCRA believes that an emergency exists, the Licensee shall, if so directed by the JCRA in writing:
 - (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 Telecommunication Services; or
 - (b) cease operating any radio channel or radio transmitting station used for the purposes of the Telecommunication Services.
- 18.3 The Licensee shall ensure that non-ionising radiation emissions from its Licensed Telecommunication System 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 BSI, ETSI, the European Committee for Electrotechnical Standardisation and any other standards specified by the JCRA.

19. ACCESS TO LAND

- 19.1 The Licensee shall be entitled to all powers and rights and subject to all such obligations as are set out in the Telecommunications (Jersey) Law. 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 Telecommunication System and for the exercise of its rights or discharge of its obligations under this Licence.

20. ACCESS TO FACILITIES

- 20.1 If the Licensee or the Licensee's Subsidiary or Associated Company or joint venture and any Other Licensed Operator fail to reach agreement within sixty (60) days in respect of a request by the Other Licensed Operator for Access, and the JCRA considers that such Access is essential as being the only economically feasible means by which a Telecommunication System can be installed or provided or connected to the premises of a User or Subscriber, 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 JCRA may instruct the Licensee to allow, or to procure that the Licensee's Associated Company allows the Other Licensed Operator Access on reasonable terms unless the JCRA determines that it would be unreasonable to require the Licensee or the Licensee's Subsidiary or joint venture concerned, alone or with any other person willing or required to do so, to grant the necessary Access.
- 20.2 In the absence of agreement between the parties, the terms of Access including time limits for completion of any agreement shall be determined by the JCRA.

21. CESSATION OF THE PROVISION OF THE LICENSED TELECOMMUNICATIONS SERVICES

- 21.1 If the Licensee proposes to cease to provide all or a material part of the Licensed Telecommunication System it shall give not less than four (4) months notice in writing to the JCRA of the proposal and its plans in relation to the cessation. Such cessation shall be effected only with the consent of the JCRA and in accordance with any directions given by the JCRA in relation thereto and the Licensee shall comply with any such directions under Condition 21.1.
- 21.2 At any time within four (4) months before the expiry of the Licence or if the JCRA receives a notice under Condition 21.1 or if the JCRA has made a decision pursuant to Article 20 of the Telecommunications (Jersey) Law to suspend or revoke the Licence, the JCRA 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 Telecommunication System or the continuity and continuation of the provision of Telecommunication Services or any

Appendix I – Existing Licence

constituent parts thereof, and the Licensee shall comply with any such directions.

22. INTERCONNECTION

22.1 The Licensee shall:

- (a) have the right to Interconnect the Licensed Telecommunication System with the Telecommunication Network or Mobile Telecommunication Network of any Other Licensed Operator, provided the technical standards and specifications for interconnection have been complied with; and
- (b) on request, Interconnect the Licensed Telecommunications System with the Telecommunications Network or the Mobile Telecommunications Network of any Other Licensed Operator whose Licence authorises such interconnection, at any technically feasible point.

22.2 The Licensee shall make available to interested parties such Technical Standards and Specifications as may be required to enable connection to the Licensed Telecommunications System. Technical standards shall be those recognized universally for the specified interface. The JCRA may issue a direction as to the information that must be provided.

22.3 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 Telecommunications Service; or
- (b) threaten the integrity, security, or interoperability of the Licensed Telecommunication System in a material way, provided that the Licensee informs the Other Licensed Operator, in writing, with a copy to the JCRA forthwith justifying its decision to refuse Interconnection or its intention to terminate interconnection services under an interconnection agreement. The JCRA may determine whether the action by the Licensee is reasonable and issue directions accordingly.

22.4 The Licensee shall provide copies of any interconnection agreements to the JCRA and such agreements shall be made available to interested parties upon a request being made in writing to the JCRA. The JCRA 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.

22.5 The JCRA may direct that changes be made to any interconnection agreement to ensure that it is in compliance with the Telecommunications (Jersey) Law.

SCHEDULE A

A1. The Licensee may operate Radio Systems holding Wireless Telegraphy Act spectrum licences as set out below:

System Description	WT Licence
Aeronautical beacon – St Martin	10301/997
Aeronautical Information System – Airfield	10312
Aeronautical Information System – St Martin	10311
Aeronautical navigation beacon – St Peter	996
Aeronautical PRIMARY RADAR	1000
Aeronautical Radio Telephone - FIRE	1218
Aeronautical Radio Telephone – GROUND	10309
Aeronautical Radio Telephone - JERSEY	503
Aeronautical Radio Telephone – OPS	815
Aeronautical Radio Telephone – RADAR	10306
Aeronautical Radio Telephone – RADAR	10308
Aeronautical Radio Telephone – RADAR	10310
Aeronautical Radio Telephone – TOWER	10307
Aeronautical SECONDARY RADAR	999
Common base station I	67330
Common base station II	260432
Instrument Landing System Runway 09	1165
Instrument Landing System Runway 27	998
Microwave radar link – Les Platons-Airport	FLO14
Paging	233285

SCHEDULE B

B1 The Licensee is Licenced to operate a one-way Radio Paging System

B2 The Paging System owned and operated by Jersey Airport

B3 Registered users:

States of Jersey Committees and Institutions:

Jersey Airport;
States of Jersey Police;
Honorary Police;
States of Jersey Fire and Rescue Service;
Jersey Harbours;
States of Jersey Public Services Department;

Public Trading Companies with States of Jersey Shareholding:

Jersey Electricity;
Jersey Telecom;
Jersey New Waterworks Co Ltd.

Public Sector Company:

Jersey Gas.

Other Institution:

Royal National Lifeboat Institution.

SCHEDULE C

C1 TETRA Digitally Trunked Radio System

C2 TETRA SYSTEM STAKEHOLDERS:

States of Jersey Home Affairs Committee

States of Jersey Police;
States of Jersey Fire Service;
Honorary Police Service

The States of Jersey Harbours and Airport Committee

Department of Electronics;

States of Jersey Health and Social Services Committee:

States of Jersey Ambulance Service (including St John's Ambulance Service);

C3 TETRA SYSTEM USERS:

Those Defined as Stakeholders;

States of Jersey Home Affairs Committee:

Customs and Excise;

States of Jersey Harbours and Airport Committee:

Jersey Airport:
Rescue and Fire Service;
Jersey Harbours:
Beachguard Service;
Sea Rescue (States Vessel and RNLI);

States of Jersey Environment and Public Services Committee:

Parking Control.

Jersey Electricity Company Limited

The TETRA Stakeholders are defined as those Persons or Legal Entities who have a financial stake in the ownership or purchase of the TETRA Radio System, including, but not limited to all base stations, transmitter masts and other communications equipment comprising the system including the management system and software.

The TETRA System Users are defined as those Persons or Legal Entities who use the communication services provided TETRA Digitally Trunked Radio System and who make a contribution to the financial cost of running that system.

NOTES:

1. The Jersey Electricity Company was added to this Schedule 7/7/2006



Telecommunications Licence

for

Jersey Airport



Telecommunications Licence
for
Jersey Airport

JERSEY COMPETITION REGULATORY AUTHORITY

**Class II Licence issued to
Jersey Airport**

under

THE TELECOMMUNICATIONS (JERSEY) LAW, 2002

The JCRA, in exercise of the powers conferred on it by the Telecommunications (Jersey) Law 2002, grants to the Licensee a Licence to run a Licensed Telecommunications System and provide Telecommunications Services (as these terms are defined in the Conditions of this Licence), within, to and from the Bailiwick of Jersey and subject to the Conditions, all lawful directions of the JCRA and all applicable laws, rules, regulations and ordinances of the States of Jersey.

DATED 1 November 2004

SIGNED

**William Brown
Executive Director**

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 (Jersey) Law 2002, 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 the ability to obtain a required service, facility or function;

“**Associated Company**”: means a company that is an 'associated company' of the Licensee where one of the two has control of the other, or both are under the control of the same person or persons;

“**BSI**”: means the British Standards Institute;

“**Class II Licence**”: means this Licence;

“**Conditions**”: means Conditions 1 through 22 of this Licence, as may be amended, revoked or added to by the JCRA from time to time;

“**Customer Premise Equipment (CPE)**”: means terminal and associated equipment and inside wiring located at a subscriber's premises and connected with a Licensees telecommunication System;

“**Direction**”: means a written statement issued by the JCRA with which a licensee must comply;

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

“**Interconnect**”: means the connection of two Licensed Telecommunication Systems;

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

“**JCRA**”: means the Jersey Competition Regulatory Authority;

“**Licence**”: means this Licence to run a Telecommunications System, subject to the Conditions;

“**Licence Commencement Date**”: means the date on which this Licence is signed by the JCRA;

“**Licence Fee**”: means the fee prescribed by the JCRA under Article 17 of the Telecommunications (Jersey) Law and payable by the Licensee;

“**Licensed Operators**”: means any person who, for the time being, has the benefit of a Licence granted under the Telecommunications (Jersey) Law;

APPENDIX I1 – Proposed Licence

“Licensed Telecommunication System”: means the system for the conveyance of messages through the agency of energy which the Licensee is authorised to establish, operate and maintain in the Bailiwick of Jersey;

“Licensee”: means Jersey Airport, a trading department of The States of Jersey Harbours and Airport Committee;

“Mobile Telecommunications Service”: means the system for conveyance of messages or data through a wireless Network which may also be interconnected with the PSTN;

“Network”: means a set of interconnected devices across which a telecommunicated message can be passed;

“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 of Jersey, which formats are allocated by the JCRA or by the regulator for UK communications, Ofcom, under the Communications Act 2003;

“Number Portability”: means a service enabling a Subscriber to transfer his contract with the Licensee to another Licensed Operator within the Bailiwick of Jersey and retain the same number allocated to that Subscriber by the Licensee;

“Numbering Conventions”: means the guidelines from time to time set out in the Bailiwick of Jersey Numbering Plan and/or the Ofcom UK National Telephone Numbering Plan;

“Other Licensed Operator”: means any person who, other than the Licensee, for the time being, has the benefit of a Licence granted under the Telecommunications (Jersey) Law;

“PSTN”: means Public Switched Telephone Network;

“Public Telecommunication System”: means a communications system to which the public have access which includes, but is not limited to, fixed line and mobile telephone networks;

“SMP”: means Significant Market Power;

“Subscriber”: means a legal or natural person who has a contract with the Licensee to receive Telecommunication Services via the Licenced Telecommunication System. For the avoidance of doubt a subscriber does not include users of pre-paid services;

“Subsidiary”: means Subsidiary as defined in Article 2(1) of the Companies (Jersey) Law 1991;

“System”: means, in this document, a device for the origin and completion of telecommunicated messages;

APPENDIX I1 – Proposed Licence

“**Telecommunications (Jersey) Law**”: means the Telecommunications (Jersey) Law 2002;

“**Telecommunication Services**”: means the provision of any telecommunications services to the public;

“**Term**”: means, subject to Condition 11, a period ten (10) years from the Licence Commencement Date;

“**TETRA**”: means the European standard for Digital Trunked Radio Systems, a system primarily intended for users in the public security sphere;

“**Universal Service Obligation (USO)**”: means; the provision of basic Voice Telephony services to any user in the Bailiwick of Jersey. [*Under Article 7 (3) (a) of the Telecommunications (Jersey) Law the JCRA must have regard to the accessibility of services when ensuring (as far as in its view is reasonably practicable) that telecommunications services are provided so as to satisfy all current and prospective demands*];

“**User**”: means a person, organization or other entity that is a consumer of Telecommunication Services.

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

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

PART I: ESTABLISHMENT AND ENFORCEMENT

2. SCOPE OF THE LICENCE

- 2.1 This Licence authorises the Licensee to run, (including establishing, operating and maintaining) a Public Telecommunication System including fixed and mobile telecommunications in the Bailiwick of Jersey for the Term.
- 2.2 For the avoidance of doubt, this Licence shall be non-exclusive.
- 2.3 The Licence is personal to the Licensee and the Licensee shall not:
- (a) sub-license, assign or grant any right, interest or entitlement in the Licence nor transfer the Licence to any other person; or
 - (b) sell or pledge any of its assets which are necessary to provide the Licensed Telecommunication System 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 JCRA, such consent not to be unreasonably withheld.

Condition 2.3 does not apply to:

- (i) *a mortgage or other transaction entered into for the purpose of securing borrowings of the Licensee or a Subsidiary of the Licensee, being borrowings for the purpose of the Licensed Telecommunication System or the provision thereof or anything incidental thereto; or*
 - (ii) *a transfer, assignment or other disposal of an interest in assets under an arrangement whereby the Licensee retains the use and benefit of such assets for the remainder of the useful life of such assets and for the duration of the Licence; or*
 - (iii) *a transfer, assignment or other disposal of assets made in the ordinary course of business.*
- 2.4 Subject to Condition 8 the Licensee shall notify the JCRA 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 Telecommunication System which may detrimentally affect the permanence, availability or quality of the Licensed Telecommunication System or Telecommunication Services;
 - (b) an insolvency-related event in respect of the Licensee or a Subsidiary of the Licensee or a joint venture, or any preparatory steps being taken that might lead to an insolvency-related event, immediately upon the Licensee becoming aware of the event.
- 2.5 The Licensee shall notify the JCRA:

APPENDIX II – Proposed Licence

- (a) of any proposed Change of Control of the Licensee forthwith upon the Licensee, or its Chairman, Chief Executive Officer, Chief Operating Officer or any Director becoming aware of the proposed change; and
- (b) in any event, on the occurrence of any Change of Control of the Licensee, within thirty days of that event.

2.6 On receipt of notification of Change of Control the JCRA may:

- (a) approve, in writing, the change or the proposed change ;
- (b) disapprove, in writing, the change or the proposed change, giving reasons; or
- (c) approve the proposed change or the change subject to the Licensee accepting a modification of the Licence under Article 18 of the Telecommunications (Jersey) Law,

and, or in addition to any of the above measures, the JCRA may issue such directions to the Licensee or invoke any of the sanctions, penalties or remedies in the Law or the Licence as the JCRA considers necessary or appropriate.

In taking action under this section, the JCRA may have regard to whether or not the JCRA would have awarded the Licence to the Licensee had the Change of Control taken effect prior to the award.

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

- (a) he or they exercises or controls the exercise of fifty (50) 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) he is or 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) he or they exercises or controls the exercise of fifty (50) per cent or more of the partnership or other ownership interests of the Licensee,

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

2.8 The Licensee shall supply to the JCRA, in relation to itself and any Subsidiary Company which is controlled by 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 Bailiwick of Jersey Law;

APPENDIX II – Proposed Licence

- (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) in relation to any Subsidiary company and Associated Company of the Licensee where the relevant body corporate is not incorporated in the Bailiwick of Jersey any returns, reports, accounts or other information under the laws of any applicable jurisdiction which are, in the opinion of the JCRA reasonably required, and which are analogous or equivalent to annual return and annual report and accounts, at such times and in such forms as the JCRA directs from time to time.
- 2.9 The Licensee shall comply with any other requirement in law or practice to obtain any additional consents, permissions, authorisations or Licences as may be necessary for the provision of the Licensed Telecommunication System and for the exercise of its rights or discharge of its obligations under this Licence.
- 2.10 The Licensee shall ensure that:
- (a) the administration and management of the business associated with the running (including establishment, maintenance and operation) of the Licensed Telecommunication System shall be conducted from the Bailiwick of Jersey; and
 - (b) its business is conducted in a manner which the JCRA is satisfied is on a normal commercial basis and at arm's length from the business of any of its shareholders or Subsidiaries or joint ventures.

3. LICENCE FEE

- 3.1 The Licensee shall pay the Licence Fee in the manner directed by the JCRA.
- 3.2 Without prejudice to any other remedies of the JCRA under this Licence or the Laws, if the Licensee fails to pay any amount due to the JCRA 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 four (4) 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 JCRA in the manner and at the times required by the JCRA, any documents, accounts, returns, estimates, reports or other information (whether financial, operational, technical or otherwise) including but not limited to the documents, accounts, returns, estimates, reports and other information specified in this Licence.
- 4.2 The Licensee shall, within ninety days of the Licence Commencement Date, provide the JCRA with a comprehensive report on its use of the radio

APPENDIX I1 – Proposed Licence

frequency spectrum, and the anticipated future use, and provide updates on the report as requested by the JCRA from time to time.

- 4.3 The JCRA may require an examination, investigation or audit of any aspect of the Licensee's business relating to the Licensed Telecommunication System or its compliance with the Conditions and the Laws, and the Licensee shall provide any assistance requested by the JCRA in relation to any such examination, investigation or audit. The JCRA may issue directions with regard to the manner in which such an examination, investigation or audit is carried out, including the creation of financial and/or technical specifications or documentation.
- 4.4 In particular, the JCRA 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 Telecommunication System to ensure compliance with the Conditions. The Licensee shall allow the JCRA's authorised representative to attend at, enter and inspect any premises under the Licensee's or any of its Subsidiaries or joint ventures control, and to take copies of any documents and to acquire any information in the control of the Licensee or any of its Subsidiaries or joint ventures, as may be required in order to carry out the examination investigation or audit.
- 4.5 The Licensee shall bear all reasonable costs associated with any examination, investigation or audit conducted under this Condition 4.

5. COMPLIANCE

- 5.1 In addition to the Conditions, the Licensee shall comply with:
- (a) any obligation imposed on it by the Laws or by any law, regulation, rule, ordinance or order; and
 - (b) any direction duly issued by the JCRA under the Laws or by any law, regulation, rule, ordinance or order of the States of Jersey or this Licence.

6. MODIFICATION

- 6.1 The JCRA may from time to time modify, delete or add to any condition in this Licence or its Appendix. Any modification, deletion or addition to the Conditions shall be made in accordance with Article 18 of the Telecommunications (Jersey) Law and any other requirements under any applicable Law.

7. ENFORCEMENT AND REVOCATION

APPENDIX II – Proposed Licence

- 7.1 The JCRA may at any time revoke this Licence in accordance with the provisions and procedures set out in Articles 19 and 20 of the Telecommunications (Jersey) Law. The JCRA may also take any action to enforce any Condition of this Licence in accordance with Article 19 of the Telecommunications (Jersey) Law or any direction issued relating to this Licence.

8. EXCEPTIONS AND LIMITATIONS ON THE LICENSEE'S OBLIGATIONS

- 8.1 If the Licensee is prevented from performing any of its obligations under this Licence because of force majeure:
- (a) the Licensee shall notify the JCRA of those obligations it is prevented from performing and the reason why as soon as reasonably practicable; and
 - (b) the JCRA 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 the Network and may refuse to provide the Telecommunication Services which it is obliged to provide in accordance with Condition 12 of this Licence to a particular User if providing those Services would or would be likely to cause damage or interference to the Licensed Telecommunications System.
- 9.2 The Licensee shall provide details with regard to any proposed refusal to the JCRA. The JCRA shall issue a determination on the matter.

10. MATTERS OF INTEREST TO JERSEY

- 10.1 The Licensee shall, in connection with its establishment, operation and maintenance of the Licensed Telecommunication Systems take reasonable steps to prevent any Telecommunication Services from being used in, or in relation to, the commission of offences against the laws of the Bailiwick of Jersey.
- 10.2 The Licensee shall establish and maintain the capability to intercept Messages transmitted over the Licensed Telecommunication System and to provide information regarding the use of Telecommunication Services, in order to be able to meet the requirements of the Bailiwick of Jersey Law.

11. TERM AND RENEWAL

- 11.1 The Licence commences on the Licence Commencement Date and continues, subject to the Licensee’s compliance with the Conditions and the Laws and subject to any revocation or suspension by the JCRA, for the Term.
- 11.2 At any time after the seventh (7th) anniversary but prior to the ninth (9th) anniversary of the Licence Commencement Date, the Licensee may serve notice on the JCRA requesting a renewal of this Licence.
- 11.3 Within fifty six (56) days of the receipt of this notice under condition 11.2 or such further period as may be agreed with the Licensee, the JCRA shall notify the Licensee whether or not it agrees to a renewal of the Licence subject to the same Conditions or any modified, amended or additional Conditions, subject to the Licensee providing all necessary information to the JCRA to enable it to make the notification within the required time.

12. MISUSE OF DATA

- 12.1 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 JCRA, 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 II: PUBLIC SERVICE CONDITIONS

13 UNIVERSAL SERVICE

- 13.1 Where so directed by the JCRA, the Licensee shall provide in the Bailiwick of Jersey a Universal Service. The Licensee shall comply with any direction given from time to time by the JCRA in respect to the Universal Service Obligation (“USO”).
- 13.2 Until otherwise instructed, the Licensee shall defray the full cost of the USO set out in this Condition. In the event that the provision of USO can be

APPENDIX II – Proposed Licence

demonstrated to represent an unfair burden on the Licensee, the JCRA shall introduce a mechanism to share the determined net cost of the USO between Licensed Operators. Such determination shall be made following consultation by the JCRA on the appropriate mechanism to be used.

- 13.3 The JCRA may direct the Licensee to contribute to a fund, to be established under Condition 13.2, to cover the net cost of the provision of the USO and the Licensee shall comply with such directions.
- 13.4 If required by any Subscriber to whom it provides Telecommunications Services, the Licensee shall also provide a facility for that Subscriber to rent a range of Customer Premises Equipment for the purposes of meeting requirements of the USO and to provide maintenance services in respect of any such rented 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 JCRA has agreed in writing accordingly;
 - (b) the Customer Premises Equipment was supplied by a person other than the Licensee or its Subsidiaries or joint ventures.

14. PUBLIC EMERGENCY CALLS

- 14.1 The Licensee shall provide a public emergency call service, being a Telecommunication 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 marine search and rescue services and to notify them of an emergency by using Customer Premises Equipment lawfully connected to the Licensed Network at any place in The Bailiwick of Jersey.
- 14.2 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.

15. DEVELOPMENT OF NETWORK AND SERVICES

- 15.1 The Licensee shall develop and operate the Licensed Telecommunication System so as progressively to achieve standards in line with international best practice and in particular, the Licensee shall achieve and comply with relevant standards established by ETSI, the ITU and such other international benchmarks as the JCRA may direct from time to time.

16. CONSUMER PROTECTION

APPENDIX I1 – Proposed Licence

- 16.1 The Licensee shall, in the manner and at the times specified by the JCRA, publish the standard terms and conditions, including tariffs under which it provides each category of Telecommunication Services to Subscribers and Users. In the absence of any other direction from the JCRA, the Licensee shall ensure that a current statement of all applicable terms and conditions is:
- (a) filed with the JCRA; and
 - (b) promptly made available for inspection at the request of any member of the public or promptly sent to them by post on request.
- 16.2 The JCRA may direct the Licensee to change the Licensee's standard terms and conditions from time to time.
- 16.3 The Licensee shall safeguard the privacy and confidentiality of all Messages transmitted over the Licensed Telecommunication System and the Telecommunication Services provided 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 JCRA for the purposes of protecting the interests of its Subscribers or Users.
- 16.4 The Licensee shall participate in good faith in any dispute resolution procedure established by the JCRA for the resolution of disputes.
- 16.5 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 Telecommunication Services or for the calculation of related charges.

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

17. NUMBERING

- 17.1 The Licensee shall use only those Numbers that are allocated to it for the purpose of terminating Messages on the Licensed Telecommunication System and shall comply with any Directions concerning use and allocation which are issued by the JCRA from time to time.
- 17.2 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 JCRA in the form directed by the JCRA.
- 17.3 The Licensee shall not charge its customers for allocations of Numbers except where authorised and in accordance with any Direction from the JCRA.
- 17.4 The Licensee shall comply with any Directions issued by the JCRA in respect of Number Portability, Number Translation, Number hosting and compliance with the Numbering Conventions and the Bailiwick of Jersey Numbering Plan.

18. RADIO FREQUENCY

- 18.1 The Licensee shall provide the Telecommunication Services in accordance with the requirements of the Wireless Telegraphy Act and the Telecommunications (Jersey) Law.
- 18.2 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. Where the JCRA believes that an emergency exists, the Licensee shall, if so directed by the JCRA in writing:
- (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 Telecommunication Services; or
 - (b) cease operating any radio channel or radio transmitting station used for the purposes of the Telecommunication Services.
- 18.3 The Licensee shall ensure that non-ionising radiation emissions from its Licensed Telecommunication System 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 BSI, ETSI, the European Committee for Electrotechnical Standardisation and any other standards specified by the JCRA.

19. ACCESS TO LAND

- 19.1 The Licensee shall be entitled to all powers and rights and subject to all such obligations as are set out in the Telecommunications (Jersey) Law. 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 Telecommunication System and for the exercise of its rights or discharge of its obligations under this Licence.

20. ACCESS TO FACILITIES

- 20.1 If the Licensee or the Licensee's Subsidiary or Associated Company or joint venture and any Other Licensed Operator fail to reach agreement within sixty (60) days in respect of a request by the Other Licensed Operator for Access, and the JCRA considers that such Access is essential as being the only economically feasible means by which a Telecommunication System can be installed or provided or connected to the premises of a User or Subscriber, 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 JCRA may instruct the Licensee to allow, or to procure that the Licensee's Associated Company allows the Other Licensed Operator Access on reasonable terms unless the JCRA determines that it would be unreasonable to require the Licensee or the Licensee's Subsidiary or joint venture concerned, alone or with any other person willing or required to do so, to grant the necessary Access.
- 20.2 In the absence of agreement between the parties, the terms of Access including time limits for completion of any agreement shall be determined by the JCRA.

21. CESSATION OF THE PROVISION OF THE LICENSED TELECOMMUNICATIONS SERVICES

- 21.1 If the Licensee proposes to cease to provide all or a material part of the Licensed Telecommunication System it shall give not less than four (4) months notice in writing to the JCRA of the proposal and its plans in relation to the cessation. Such cessation shall be effected only with the consent of the JCRA and in accordance with any directions given by the JCRA in relation thereto and the Licensee shall comply with any such directions under Condition 21.1.
- 21.2 At any time within four (4) months before the expiry of the Licence or if the JCRA receives a notice under Condition 21.1 or if the JCRA has made a decision pursuant to Article 20 of the Telecommunications (Jersey) Law to suspend or revoke the Licence, the JCRA 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 Telecommunication System or the continuity and continuation of the provision of Telecommunication Services or any

APPENDIX I1 – Proposed Licence

constituent parts thereof, and the Licensee shall comply with any such directions.

22. INTERCONNECTION

22.1 The Licensee shall:

- (a) have the right to Interconnect the Licensed Telecommunication System with the Telecommunication Network or Mobile Telecommunication Network of any Other Licensed Operator, provided the technical standards and specifications for interconnection have been complied with; and
- (b) on request, Interconnect the Licensed Telecommunications System with the Telecommunications Network or the Mobile Telecommunications Network of any Other Licensed Operator whose Licence authorises such interconnection, at any technically feasible point.

22.2 The Licensee shall make available to interested parties such Technical Standards and Specifications as may be required to enable connection to the Licensed Telecommunications System. Technical standards shall be those recognized universally for the specified interface. The JCRA may issue a direction as to the information that must be provided.

22.3 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 Telecommunications Service; or
- (b) threaten the integrity, security, or interoperability of the Licensed Telecommunication System in a material way, provided that the Licensee informs the Other Licensed Operator, in writing, with a copy to the JCRA forthwith justifying its decision to refuse Interconnection or its intention to terminate interconnection services under an interconnection agreement. The JCRA may determine whether the action by the Licensee is reasonable and issue directions accordingly.

22.4 The Licensee shall provide copies of any interconnection agreements to the JCRA and such agreements shall be made available to interested parties upon a request being made in writing to the JCRA. The JCRA 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.

22.5 The JCRA may direct that changes be made to any interconnection agreement to ensure that it is in compliance with the Telecommunications (Jersey) Law.