

**TELECOMMUNICATIONS NETWORK LICENCE**  
[SECTION 13 OF THE TELECOMMUNICATIONS ORDINANCE 2004]

**ISSUED TO:** DIGICEL (TURKS & CAICOS) LIMITED

**ISSUED ON:** MARCH 31, 2006

**AMENDED:** (1) MARCH 4, 2009, COMMISSION DECISION 2009 – 2  
(2) JUNE 15, 2011, COMMISSION DECISION 2011 – 4 & 7

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Attestation Clauses



**This Telecommunications Network Licence ("the Licence") is granted on the recommendation of the Telecommunications Commission of the Turks and Caicos Islands (the "Commission") to Digicel (Turks & Caicos) Limited, a company duly incorporated in the Turks and Caicos Islands ("the Licensee") by the Minister responsible for Communications ("the Minister").**

**1. AUTHORITY AND CITATION**


- 1.1 This Licence is granted to the Licensee by the Minister in accordance with section 13 of the Telecommunications Ordinance 2004, on terms and conditions recommended by the Commission.
- 1.2 The Minister hereby exempts the Licensee pursuant to Section 9(3) from the restrictions imposed by Section 9(1) of the Telecommunication Ordinance 2004, provided that the Licensee meets the requirements as set out in Annex E.
- 1.3 This Licence may be cited as the Digicel (Turks and Caicos) Limited Telecommunications Network Licence 2006.

**2. INTERPRETATION**

- 2.1 In this Licence, unless the context requires otherwise: -
- "Access Deficit Charge": means a charge paid by Carriers and Service Providers as the Commission sees fit in accordance with section 25A(1) of the Telecommunications Ordinance;
- "Commencement Date": means March 31, 2006;
- "Force Majeure": means causes that are beyond the Licensees reasonable control, including, but not limited to war, warlike operations, terrorist activities, civil commotion, currency fluctuations, strikes, fire, flood, tempest, or disaster or acts or failure to act of any governmental authority.
- "Government": means the Government of the Turks and Caicos Islands;
- "Licence": means this Licence together with its Annexes;
- "Licensed Area": means the territory of the Turks and Caicos Islands, including its territorial waters and airspace;
- "Licensed Networks": means those telecommunications networks set out in Annex B;
- "Licensed Services": means those telecommunications services set out in Annex A;
- "Regulations": means regulations issued pursuant to the Telecommunications Ordinance;
- "Regulatory Fees": means the fees payable by the Licensee to the Commission under Section 46 of the Telecommunications Ordinance;
- "Telecommunications Ordinance": means the Telecommunications Ordinance 2004;
- "Spectrum Licence": (*deleted June 15, 2011, Commission Decision 2011-7*);
- "Universal Service": means the services set out in Section 29 of the Telecommunications Ordinance 2004.
- "Universal Service Fund": means the fund which may be established pursuant to Section 29(5) of the Telecommunications Ordinance 2004.
- 2.2 Any word, phrase or expression used in this Licence shall, unless the context requires otherwise, have the same meaning as it has in the Telecommunications Ordinance and the Regulations.
- 2.3 Words importing the singular shall include the plural and vice versa. All references to legislation shall be deemed to refer to such legislation as amended or re-enacted from time to time.

**3. GRANT**

- 3.1 The Licensee is authorised to connect the Licensed Networks to any: -
- 3.1.1 Telecommunications network operated under a Licence granted by the Minister in accordance with the Telecommunications Ordinance;
- 3.1.2 Telecommunications network outside the Licensed Area;
- 3.1.3 Telecommunications apparatus in accordance with applicable requirements; and



3.1.4 Terminal equipment approved for connection in accordance with the Telecommunications Ordinance.

**4. SCOPE**

- 4.1 The Licensee is hereby authorised to provide the Licensed Services by means of the Licensed Networks.
- 4.2 The Licensee is hereby authorised to establish and operate the domestic and international mobile wireless public telecommunications networks and to provide the Licensed Services to any person within the Licensed Area.
- 4.3 The Licensee shall commence the provision of domestic and international mobile wireless public telecommunications services within the Licensed Area by no later than ninety (90) days after the Commencement Date.
- 4.4 Notwithstanding anything contained in paragraph 4.3, the Licensee shall not be in breach of the obligation to commence the provision of domestic and international mobile wireless public telecommunications services within the Licensed Area where the Commission is satisfied that there are Justifiable reasons for the non-performance by the Licensee of its obligations or if the Licensee has been unable to interconnect with other licensed carriers.
- 4.5 Without limiting the generality of sub-clause 4.3, by no later than six (6) months after the Commencement Date, the Licensee shall have established a mobile wireless public telecommunications network that covers not less than 95% of the population of the Licensed Area.
- 4.6 In addition to the domestic and international mobile wireless services authorized in the previous paragraphs, the Licensee is authorized to provide fixed line public telecommunications services (*added March 4, 2009*) and Internet services (*added June 15, 2011*) as set out in Annex A using the networks described in Annex B.
- 4.7 In no event does this License grant any exclusive right to operate any telecommunications network or to provide any telecommunications service, nor does it convey any proprietary rights.
- 4.8 For the avoidance of doubt, nothing in this License grants to the Licensee the right to establish or operate any telecommunications network or to provide any telecommunications service other than as set forth in the Telecommunications Ordinance, the Regulations or this License.

**5. DURATION OF LICENCE**

- 5.1 This License begins on the Commencement Date, and shall continue in force for a period of fifteen (15) years, unless it lapses or unless it is suspended or revoked in accordance with a condition contained in this license or under the Telecommunications Ordinance 2004 and Regulations.

**6 DURATION OF SPECTRUM LICENCE**

*(Deleted June 15, 2011, Commission Decision 2011-7)*

**7. TERMINATION**

- 7.1 In the event of termination of this Licence, other than by expiry of the terms set out in Clause 5, and 6 the Commission will grant such permissions as may be necessary to own such assets as may be necessary for the provision, maintenance and/or operation of wireless circuits transiting the Licensed Area, which, for technical reasons, are required to be relayed by facilities located in the Licensed Area, provided that no such permission constitutes a Licence to provide a telecommunications service in the Licensed Area, except to the extent that a Licence is otherwise granted pursuant to the Telecommunications Ordinance.
- 7.2 In addition to any relevant provision under the Telecommunications Ordinance, this Licence may be terminated upon notice by the Commission to the Licensee with prior written consent of the Minister:



- 7.2.1 If the Licensee fails to comply with section 20 of the Telecommunications Ordinance.
- 7.2.2 Should the Licensee be dissolved or go into liquidation otherwise than for the purpose of solvent reconstruction, or shall become insolvent, or shall cease to carry on a telecommunications business; or
- 7.2.3 Where the Commission deems that there is, or is likely to be, a risk to national security.

**8. SUB-CONTRACTING**

- 8.1 Use of a subcontractor shall not relieve the Licensee of any of its obligations under this Licence and nothing under this sub-clause grants to any subcontractor any right to provide telecommunications services or operate any telecommunications network under the Telecommunications Ordinance.

**9. REGULATORY FEES**

- 9.1 The Licensee shall pay the Regulatory Fees in accordance with section 46 of the Telecommunications Ordinance and the Regulations established thereunder.
- 9.2 Regulatory Fees shall be paid on the anniversary of the Commencement Date of this Licence.

**10 EMERGENCIES**

- 10.1 The Licensee shall provide access to emergency telecommunications services by means of the Licensed Networks, as the Commission may prescribe.

**11. DOMINANCE**

- 11.1 In accordance with the provisions of section 19 of the Interconnection and Access to Telecommunications Facilities Regulations 2005, the Licensee being hereby licensed to own and operate a mobile telecommunications network is presumed to be dominant in the market for mobile wholesale voice telephony services on its Licensed Network.
- 11.2 The Licensee may apply to the Commission to have any of its Licensed Services or Licensed Networks in any geographic or service market be classified as non-dominant where the Licensee considers that it has lost its dominance with respect to such Licensed Services or Licensed Networks and, should the Commission so classify, Annexes A and B shall be amended to reflect such classification.
- 11.3 To the extent that the Licensee is dominant in relation to the establishment, operation and maintenance of some or all telecommunications services and telecommunications networks in the Licensed Area, the Commission may amend the Licence to include additional terms and obligations in accordance with section 17 and 18 of the Telecommunications Ordinance.

**12. UNIVERSAL SERVICE FUND**

- 12.1 The Licensee may by notice provided therefor or such other means as the Commission may from time to time determine, be required by the Commission to provide Universal Service in a manner and in respect of telecommunications services determined by the Commission at such price and with the quality specified by the Commission.
- 12.2 The Commission may in accordance with section 29 of the Telecommunications Ordinance and Regulations establish a Universal Service Fund and arrange for the administration of the Fund.
- 12.3 If the Commission establishes a Universal Service Fund, the Licensee shall contribute to the fund by making any and all payments for the purpose of funding the Universal Service in accordance with the Telecommunications Ordinance and Regulations.
- 12.4 Prior to terminating the general offering to the public of telecommunications service in respect of which the requirement of Universal Service has been required the Licensee shall obtain written approval from the Commission.



**13. LICENSEES OBLIGATIONS TO USERS**

- 13.1 The Licensee shall, in accordance with the Telecommunications Ordinance, take such steps as are necessary to ensure that, in relation to its Licensed Services, users can reasonably and reliably have access to information services to assist them with queries relating to the Licensed Services, including fault reporting, billing and directory assistance.
- 13.2 The Licensee shall, no later than three (3) months after the Commencement Date, develop, implement and publish procedures for responding to complaints from and disputes with users related to statements of charges and to prices, and the Licensee shall respond quickly and adequately to any complaints, but in no event later than one (1) month after the filing of such complaint with the Licensee.
- 13.3 The Licensee shall be subject to the Commission's procedures for resolving such complaints from and disputes with users as are submitted to the Commission, where such disputes arise out of the Licensee's exercise of its rights and obligations under this Licence.
- 13.4 The Licensee shall, no later than three (3) months after the Commencement Date, submit to the Commission forms of its standard customer agreements, containing the terms and conditions for the provision of Licensed Services to users and shall, thereafter, file annually with the Commission, all forms of standard customer agreements for the provision of Licensed Services.
- 13.5 The Licensee shall notify all users of Licensed Services of the terms and conditions of the applicable standard customer agreements and shall thereafter provide Licensed Services based upon the applicable agreement.
- 13.6 The Licensee may from time to time modify its standard customer agreements and shall notify the Commission and users of such modification.
- 13.7 The standard customer agreements and any modifications made under Clause 13.6 shall be compliant with the Telecommunications Ordinance 2004 and Regulations and any other applicable laws. In the event that the standard customer agreements or modifications do not comply with the Telecommunications Ordinance 2004 and Regulations and any other applicable laws, the Commission shall instruct the Licensee to make the appropriate amendments. Such amendments shall be notified to users in accordance with Clause 13.6.
- 13.8 The Licensee shall publish both the prices and the terms and conditions for its Licensed Services no less than annually and, in addition, upon any change thereof, in such manner as the Commission may prescribe.
- 13.9 The Licensee shall set prices in accordance with section 27 of the Telecommunications Ordinance and the long term incentive based regime (which may be a price cap or other regime) as specified in the regulations.

**14. NUMBERING**

- 14.1 The Licensee shall operate its Licensed Networks and provide its Licensed Services in accordance with the numbering plan established pursuant to section 26 of the Telecommunications Ordinance.
- 14.2 The Licensee shall be entitled to use numbers that it has been authorised to use as of the Commencement Date, as set out in Annex C, subject to any changes required in accordance with section 26 of the Telecommunications Ordinance. The Licensee shall be required to pay any relevant fees payable in accordance with the Regulations issued pursuant to section 64(2)(k) of the Telecommunications Ordinance for both the authorized numbers for which they are entitled to use at the Commencement Date as well as any new numbers allocations after the Commencement Date.

**15. NON-DISCRIMINATION AND FAIR TRADING**

- 15.1 The Licensed Networks shall be operated, and the Licensed Services shall be provided, by the Licensee on an arm's length commercial basis with respect to the Licensee and any and all of the bodies corporate with which it is affiliated. This Clause 15 shall not prevent the Licensee from negotiating favorable accounting and settlement rates for public telephone services with any body corporate with which it is affiliated in any other jurisdiction, for the benefit of users in the Turks and Caicos Islands, provided that Licensee, and any of its affiliates, make such rates available to similarly situated third parties in the Turks and Caicos Islands with which Licensee, or such affiliates, have entered into arrangements to exchange or terminate international mobile telephone traffic.
- 15.2 In providing the Licensed Services and transmitting communications the Licensee shall not discriminate as between similar types of users and shall offer the Licensed Services on the same terms and conditions to similar types of users.
- 15.3 The Licensee shall permit the attachment of equipment to its Licensed Networks in a non-discriminatory manner and in compliance with Part V (Technical Regulations) of the Telecommunications Ordinance.
- 15.4 The Licensee shall not engage in anti-competitive pricing and other similar practices or any other activities, whether by act or omission, which have, or are intended to or likely to have, the effect of unfairly preventing, restricting or distorting competition in any market for the Licensed Services
- 15.5 Without limiting the generality of Clause 15.4 above, any act or omission which leads, or is likely to lead, to a substantial lessening of competition in the market for any telecommunications network or telecommunications service is prohibited. The Commission will issue Guidelines describing, or may otherwise determine, what constitutes a substantial lessening of competition and the procedures for assessing it.
- 15.6 Any personal information that the Licensee obtains from or about a user in connection with the operation of a Licensed Network or the provision of a Licensed Service may be used in connection with the operation of such Licensed Network or the provision of such Licensed Service only as provided for in this Licence and Section 15 of the Telecommunications Ordinance.
- 15.7 The Licensee may only cease provision of any telecommunications service as a remedy for non- or partial payment by the user of that service of amounts on the same bill for other telecommunications services provided by the Licensee, or any of its affiliates, provided that any amounts paid are insufficient to meet the debt owed for that service.
- 15.8 The Licensee shall account for costs and keep such books of accounts and, where Regulations prescribe the manner in which such books are to be kept, shall keep such books of accounts in accordance with such Regulations.
- 15.9 The Licensee shall refrain from impairing or terminating the telecommunications service provided to a user during a bona fide dispute, without the prior written approval of the Commission, except that the Licensee may (a) in respect of a billing dispute, collect from any such user amounts that are not in dispute; (b) in

respect of customer premises equipment attached to any Licensed Network in contravention of the Telecommunications Ordinance, disconnect any equipment that is unsafe for a user, is not in compliance with international standards or that poses a risk of physical harm to such Licensed Network; and (c) enforce the terms of its user agreement, provided that such terms do not incorporate matters that are the subject of any Regulations.

**16. ACCESS DEFICIT CHARGES**

16.1 The Commission may as it sees fit determine that there shall be an Access Deficit Charge and, in such case, the Licensee shall, comply with any guidelines the Commission shall publish pursuant to section 25A of the Telecommunications Ordinance.

**17. INTERCONNECTION**

17.1 The Licensee shall comply with Section 23 – 25A of the Telecommunications Ordinance 2004 and the Interconnection and Access to Telecommunications Facilities Regulations 2005.

17.2 With respect to the Licensed Services and Licensed Networks for which the Licensee has been classified as dominant, the Licensee shall be required to provide interconnection to another licensee in accordance with section 22 of the Telecommunications Ordinance.

17.3 With respect to the Licensed Services and Licensed Networks for which the Licensee has been classified as dominant, the Commission may issue instructions to the Licensee in accordance with section 23 of the Telecommunication Ordinance.

17.4 With respect to any Licensed Network for which Licensee has been classified as dominant, Licensee shall make available on a timely basis, as the Commission may prescribe, to other carriers or service providers, such technical information as the Commission may determine regarding such Licensed Network, including planned deployment of equipment, and other information relevant to such other carrier's or service provider's network or services.

**18. MOBILE TERMINATION CHARGES**

18.1 The Licensee shall set wholesale termination rates for termination on the licensee's mobile network in accordance with the interconnection Regulations.

**19. INFORMATION**

19.1 The Licensee shall provide the Commission with such relevant accounting, financial, costs, technical and other information concerning any Licensed Networks or Licensed Services as the Commission may reasonably request to enable the Commission to carry out its functions under the Telecommunications Ordinance.

19.2 Subject to Clause 17.1, the Licensee shall provide to the Commission their financial information in accordance with Section 14 (c) and (g) of the Telecommunications Ordinance 2004 and the Regulations subject to Section 7 of the Telecommunications Ordinance 2004.

**20. CONFIDENTIALITY**

20.1 The Licensee shall maintain the confidentiality of, and refrain from using or disclosing, any: -

20.1.1 Confidential, personal and proprietary information obtained in the course of its business from any user, where such information originates from any such user;

20.1.2 Any information regarding usage of a Licensed Network or a Licensed Service; or

20.1.3 Information received or obtained in connection with the operation of a Licensed Network or the provision of a Licensed Service; unless the customer has given his or her consent to such use or disclosure or such disclosure is required under any law.





20.2 Notwithstanding Clause 18.1, the Licensee is permitted to use information to operate its Licensed Networks or Licensed Services, bill and collect charges, protect its rights or property or prevent users or other operators or providers from the fraudulent use thereof.

**21. FORCE MAJEURE AND SERVICE INTERRUPTIONS**

21.1 The Licensee shall not be in breach of this Licence, if and solely to the extent that it is prevented from fulfilling its obligations by reason of Force Majeure.

21.2 If, at any time, the Licensee anticipates that any Licensed Network or Licensed Service will become, or a Licensed Network or a Licensed Service becomes, interrupted for any significant period (which period means a period in excess of three (3) hours during any business day), the Licensee shall give notice to all affected persons, including subscribers and other operators of telecommunications networks and providers of telecommunications services, by all reasonable means, including by publication, radio or television announcement or individual notification, whichever is appropriate.

21.3 During a period of interruption, the Licensee shall use all reasonable endeavours to provide service on a provisional basis.

**22. NOTICES**

22.1 Notice may be given hereunder by the Minister, the Licensee or the Commission by facsimile, hand delivery or courier and addressed to their respective addressees as follows: -

The Minister: Ministry of Communications Works, Utilities and Housing  
Grand Turk

Attention: Permanent Secretary

Fax No: (649) 946 2740

The Licensee: Digicel (Turks & Caicos) Limited  
Unit 207, Graceway House  
Providenciales

Attention: Managing Director

Fax No: (649) 941 7601

The Commission: Turks & Caicos Islands Telecommunications Commission  
Business Solution Complex  
Providenciales

Attention: Director General

Fax No: (649) 946 1119

22.2 Notices shall be deemed to have been received, in the case of facsimile, at the time of dispatch (or if the day of dispatch is not a business day, on the next following business day); in the case of courier, on the business day after dispatch; and in the case of hand delivery, when delivered (or if the day of delivery is not a business day, on the next following business day).

**23. COMPLIANCE AND DISPUTE RESOLUTION**

23.1 The Minister and the Commission may, where the Licensee has violated any provision of the Telecommunications Ordinance or the Regulations, or breached any provision of this Licence, take any action authorised by law.

23.2 If the Licensee disputes any action taken or not taken by the Minister or the Commission with respect to this Licence, the Licensee may pursue such rights as it has under sections 53 and 54 of the Telecommunications Ordinance, the Regulations or any other law.

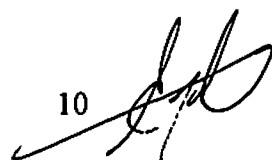
**24. GOVERNING LAW**

24.1 This Licence shall be construed and interpreted in accordance with the laws of the Turks and Caicos Islands; and all matters relating hereto shall be determined by the courts of the Turks and Caicos Islands.



**ANNEX A**  
**LICENSED SERVICES**

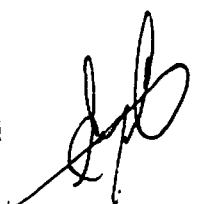
1. The Licensee is authorized to provide the following domestic and international public telecommunications services:
  - a. Fixed and mobile telephony services;
  - b. Fixed and mobile data services;
  - c. Fixed and mobile information services; and
  - d. Broadband wireless direct Internet access services.



## **ANNEX B**

### **LICENSED NETWORKS**

1. The Licensee is authorized to own and operate all such telecommunications network facilities, as are necessary to provide the Licensed Services.
2. The Licensee may use switched or packet technology or any other form of telecommunications transmission or any combination thereof to provide the Licensed Services.
3. The Licensee's network facilities shall include the following to provide the Licensed Services:
  - a. Fixed and mobile telephone exchange and radio base stations;
  - b. Internet services provision equipment; and
  - c. Interconnection links to national and international telecommunications exchanges and Internet services gateways to provide national and international connectivity to other licensed networks.



**ANNEX C**

**AUTHORIZED NUMBERS**

Subject to the issuance of the National Numbering Plan by the Commission pursuant to the Telecommunications Ordinance and associated Regulations, the Licensee is allocated the following ordinary numbers:

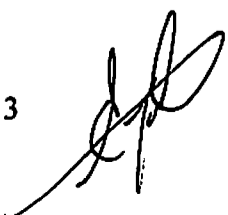
Mobile	649 331-XXXX 649 332-XXXX 649 333-XXXX 649 341-XXXX 649 342-XXXX 649 343-XXXX 649 344-XXXX 649 345-XXXX 649 346-XXXX 649 347-XXXX	At the commencement of the License 40,000 numbers were authorized in blocks of 10,000.
Fixed Wireless	649 339-XXXX	



**ANNEX D**

**SPECTRUM LICENCES**

*(Deleted June 15, 2011, Commission Decision 2011-7)*

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

## **ANNEX E**

### **TURKS AND CAICOS ISLANDER PARTICIPATION**

Equity participation of not less than 49 % will be offered to a Turks and Caicos Islander or Turks and Caicos Islanders owned entity upon the issuance of the license, and such partnership will remain in effect for the duration of the license. For avoidance of doubt, Turks and Caicos Islander equity participation within the licensee cannot fall below 49% during the period in which the license is valid.

At least (1) one Director will be a Turks and Caicos Islander as of the License Commencement Date.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a first name followed by a last name, though the specific characters are not clearly legible.

ATTESTATION CLAUSES

Signature:



Damian Todd, Governor of the Turks and Caicos Islands, acting as Minister responsible for Communications.

Accepted on behalf of Digicel (Turks & Caicos) Limited

Signature:



Name:

E. Jay Saunders

Capacity:

CEO

Date:

1<sup>ST</sup> day of Dec.

2011

