

## Annex 1 – Proposed Revisions to Cable & Wireless (TCI) Limited’s Telecommunications Network Licence

*NOTE: Column 1 sets out the provisions in Cable & Wireless (TCI) Limited’s (“C&W”) existing 2006 Telecommunications Network Licence (the “Existing Licence”), Column 2 sets out the Commission’s “Proposed Revised Licence”, Column 3 provides the Commission’s rationale for the proposed revisions, and Column 4 provides space for interested parties to comment on and provide suggested revisions (with supporting rationale), if any, for each proposed provision.*

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: Interested Parties’ Comments/Suggestions
<p><b>Preamble:</b></p> <p>THIS TELECOMMUNICATIONS AND SPECTRUM LICENCE dated ____ the day of Two thousand and six is issued by the Honourable McALLISTER EUGENE HANCHELL, Minister of Communications, Works and Utilities of the GOVERNMENT OF THE TURKS AND CAICOS ISLANDS of Government Compound, Grand Turk, Turks and Caicos Islands, British West Indies (“the Minister”, which expression shall include his successors) to CABLE AND WIRELESS (WEST INDIES) LIMITED, a company duly incorporated in England and having its registered office situate at Lakeside House, Cain Road, Bracknell, Berkshire RG 12 IXL, England, and having a branch operation in the Turks and Caicos Islands whose principal place of business is P.O. Box 78, Leeward Highway, Providenciales, Turks and Caicos Islands (“the Licensee”, which expression shall include its permitted successors and assigns).</p>	<p><b>Preamble:</b></p> <p>This FULL TELECOMMUNICATIONS NETWORK LICENCE (FTNS) is granted on the recommendation of the Telecommunications Commission of the Turks and Caicos Islands to CABLE &amp; WIRELESS (TCI) LIMITED, a company duly incorporated in the Turks and Caicos Islands by the Minister responsible for Communications.</p>	<p>The proposed revised preamble is streamlined to simplify and harmonise this introductory element of the Licence for all licensed operators in the Turks &amp; Caicos Islands (“TCI”).</p>	
<p><b>1. AUTHORITY AND CITATION</b></p> <p>1.1 This Licence is issued by the Minister to the Licensee in accordance with sections 13 (Grant of licence) and 9(4) (Belonger control) of, and Schedule 4 to, the Telecommunications Ordinance 2004, on terms and conditions as</p>	<p><b>1. AUTHORITY AND CITATION</b></p> <p>1.1 This Licence is issued by the Minister to the Licensee in accordance with Section 13 (Grant of licence) of the Telecommunications Ordinance, on terms and conditions as recommended by the Commission.</p>	<p>The proposed revisions to this section of the Licence are intended to clarify the relevant authorities and citations under which a Telecommunications Network Licence is granted, and</p>	

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<p>recommended by the Telecommunications Commission of the Turks and Caicos Islands.</p> <p>1.2 This Licence may be cited as the Cable and Wireless Telecommunications and Spectrum Licence 2006.</p>	<p>1.2 The Licensee is also subject to the other applicable provisions in the Telecommunications Ordinance, the Regulations, Commission Decisions and other applicable laws.</p> <p>1.3 The Minister exempts the Licensee pursuant to Section 9(3) of the Telecommunications Ordinance from the restrictions imposed by Section 9(1).</p> <p>1.4 This Licence may be cited as the CABLE &amp; WIRELESS (TCI) LIMITED Telecommunications Network Licence 2021.</p>	<p>more specifically that the Licensee is subject to the Telecommunications Ordinance as well as the Regulations, Commission Decisions, and other applicable laws in TCI.</p> <p>The revised Clause 1.3 adds that the Licensee is subject to the Islander control obligations set out in Annex D.</p>	
<p><b>2. INTERPRETATION</b></p> <p>2.1 In this Licence, unless the context requires otherwise:</p> <p><i>“Access Deficit”</i> means the difference between the total cost to the interconnection provider for providing access services (which may include appropriate operating expenditures, depreciation, an appropriate return on capital employed, and mark-ups for contributions to fixed joint and common costs of providing access lines that originate at the customer’s network interface device and terminate in the line card and include the cost of the line card and subscriber sensitive portion of the exchange) and the revenues derived from providing that service (i.e. line rental fees), calculated in accordance with guidelines published by the Commission pursuant to section 25A of the Telecommunications Ordinance;</p> <p><i>“Access Deficit Charge”</i> means a charge paid by carriers and service providers as the Commission</p>	<p><b>2. INTERPRETATION</b></p> <p>2.1 In this Licence, unless the context requires otherwise:</p> <p><i>“Commencement Date”</i> means the date on which this Licence comes into force;</p> <p><i>“Commission”</i> means the Telecommunications Commission of the Turks and Caicos Islands;</p> <p><i>“Commission Decision”</i> means a written decision issued by the Commission;</p> <p><i>“Competition Guidelines”</i> means the Telecommunications Competition Guidelines 2017, issued by the Commission, as amended from time to time;</p> <p><i>“DDME”</i> means the Department of Disaster Management and Emergencies;</p> <p><i>“EPA”</i> means the Emergency Preparedness Agreement;</p>	<p>The proposed revisions to this section include removal of definitions that are no longer necessary for the Proposed Revised Licence (i.e., Access Deficit, Access Deficit Charge, Agreement, Price Cap Regime, Regulated Rates, Spectrum Regulations, and Universal Service Provider) and the inclusion of new terms and definitions relevant to the Proposed Revised Licence (i.e., Commencement Date, Commission, Commission Decision, Competition Guidelines, DDME, EPA, Interconnection Regulations, Issue date, Minister, Numbering Regulations, Pricing Regulations, Regulations, TEPRP, and Universal Service Regulations).</p>	

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<p>sees fit in accordance with section 25A(1) of the Telecommunications Ordinance;</p> <p>“<i>Agreement</i>” means the Telecommunications Agreement dated ____ 2006 and made between the Government of the one part and the Licensee of the other part;</p> <p>“<i>Force Majeure</i>” 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;</p> <p>“<i>Government</i>” means the Government of the Turks and Caicos Islands;</p> <p>“<i>Licence</i>” means this Licence together with its Annexes;</p> <p>“<i>Licensed Area</i>” means the territory of the Turks and Caicos Islands, including its territorial waters and airspace;</p> <p>“<i>Licensed Networks</i>” means those telecommunications networks set out in Annex B;</p> <p>“<i>Licensed Services</i>” means those telecommunications services set out in Annex A;</p> <p>“<i>Price Cap Regime</i>” means the rules for controlling the Regulated Rates, as set out in Annex C;</p>	<p>“<i>Force Majeure</i>” means causes that are beyond the Licensee’s 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;</p> <p>“<i>Fee Structure Regulations</i>” means the Telecommunications (Fee Structure) Regulations, 2022;</p> <p>“<i>Government</i>” means the Government of the Turks and Caicos Islands;</p> <p>“<i>Interconnection Regulations</i>” means the Telecommunications (Interconnection and Access to Telecommunications Facilities) Regulations 2005;</p> <p>“<i>Issue Date</i>” means the date upon which this Licence was signed by the Minister;</p> <p>“<i>Licence</i>” means this Licence together with its Annexes;</p> <p>“<i>Licensed Area</i>” means the territory of the Turks and Caicos Islands, including its territorial waters and airspace;</p> <p>“<i>Licensed Networks</i>” means those telecommunications networks set out in Annex B;</p> <p>“<i>Licensed Services</i>” means those telecommunications services set out in Annex A;</p>	<p>The latter inclusions are partly administrative in nature, while the remaining additions are included to reflect policy and regulatory changes that have occurred since 2006 (e.g., the establishment of the EPA and the Commission’s Competition Guidelines and TEPRP Obligations).</p> <p>The relevance of the each of proposed definition changes is evident in subsequent provisions of the Proposed Revised Licence.</p>	

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<p>“<i>Regulated Rates</i>” means the fixed line monthly rental and fixed to fixed domestic local call charges either intra-island calling or inter-island calling;</p> <p>“<i>Regulations</i>” means regulations issued pursuant to the Telecommunications Ordinance;</p> <p>“<i>Regulatory Fees</i>” means the fees payable by the Licensee to the Commission under section 46 of the Telecommunications Ordinance;</p> <p>“<i>Telecommunications Ordinance</i>” means the Telecommunications Ordinance 2004;</p> <p>“<i>Spectrum License</i>” means the licence to use the spectrum, as set out in Annex E; and</p> <p>“<i>Universal Service Provider</i>” means a licensed service provider that is designed to provides certain telecommunications services in accordance with section 29(2) of the Telecommunications Ordinance.</p> <p>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.</p> <p>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.</p>	<p>“<i>Licensee</i>” means CABLE &amp; WIRELESS (TCI) LIMITED, a company duly incorporated in the Turks and Caicos Islands;</p> <p>“<i>Minister</i>” means the Government Minister responsible for Communications;</p> <p>“<i>Numbering Regulations</i>” means the Telecommunications (Numbering) Regulations, 2005;</p> <p>“<i>Pricing Regulations</i>” means the Telecommunications (Pricing) Regulations, 2005;</p> <p>“<i>Regulations</i>” means regulations made pursuant to the Telecommunications Ordinance;</p> <p>“<i>Regulatory Fees</i>” means the fees payable by the Licensee to the Commission under Section 47 of the Telecommunications Ordinance;</p> <p>“<i>TEPRP</i>” means the Telecommunications Emergency Preparedness and Response Policy;</p> <p>“<i>Telecommunications Ordinance</i>” means the Telecommunications Ordinance 2018; and</p> <p>“<i>Universal Service Regulations</i>” means the Telecommunications (Universal Service and Public Telecommunications) Regulations, 2005.</p> <p>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 Regulations.</p>		

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	<p>2.3 Words importing the singular shall include the plural and vice versa. All references to legislation and legislative instruments, including all those listed under Clause 2.1 above, shall be deemed to refer to such legislation and legislative instruments as amended or re-enacted from time to time.</p> <p>2.4 Where there is any conflict between the provisions of this Licence and the Telecommunications Ordinance and Regulations, the provisions of the Telecommunications Ordinance and Regulations, as the case may be, shall prevail.</p>		
<p><b>3. GRANT</b></p> <p>3.1 The Licensee is authorised to connect the Licensed Networks to:</p> <p>3.1.1 any other telecommunications network operated under a licence granted by the Minister in accordance with the Telecommunications Ordinance;</p> <p>3.1.2 any telecommunications network outside the Licensed Area;</p> <p>3.1.3 any telecommunications apparatus in accordance with applicable requirements; and</p> <p>3.1.4 any terminal equipment approved for connection in accordance with the Telecommunications Ordinance.</p> <p>3.2 The Licensee is hereby authorised to provide the Licensed Services by means of the Licensed Networks.</p>	<p><b>3. GRANT</b></p> <p>3.1 The Licensee is hereby granted authorization to establish and operate the Licensed Networks and to provide the Licensed Services by means of the Licensed Networks to any person within the Licensed Area.</p> <p>3.2 This Licence supersedes all previous licences and authorizations granted to the Licensee by the Government.</p> <p>3.3 In no event does this Licence grant any exclusive right to operate any telecommunications network or to provide any telecommunications service.</p> <p>3.4 For the avoidance of doubt, nothing in this License grants the Licensee the right to establish or operate any telecommunications network or provide any telecommunications service other than as set forth in the</p>	<p>The proposed revisions to this section are intended to simplify and harmonise the granting provisions for all Licensees.</p> <p>Provisions related to the scope of the Licence have been separated out and included in a new Section 4 below.</p>	

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<p>3.3 The Licensee is hereby authorised to establish and operate the Licensed Networks and to provide the Licensed Services to any person within the Licensed Area.</p> <p>3.4 In no event does this Licence grant any exclusive right to operate any telecommunications network or to provide any telecommunications service.</p> <p>3.5 The Licensee is hereby licensed to use the spectrum set out in Annex E (Spectrum Licence) to establish and operate the Licensed Networks and to provide the Licensed Services.</p> <p>3.6 The Licensee shall have the exclusive use of the spectrum set out in Annex E for the term specified herein.</p> <p>3.7 The Licensee shall pay the spectrum fees as established in the Regulations for any spectrum initially licensed to the Licensee after the Commencement Date. For the avoidance of doubt, subject to Clause 7.1, the Licensee is not required to pay spectrum fees for spectrum listed in Annex E.</p> <p>3.8 This Licence supersedes all previous licences and authorisations granted to the Licensee by the Government.</p> <p>3.9 For the avoidance of doubt, nothing in this Licence grants to the Licensee the right to establish or operate any telecommunications network, provide any telecommunications service or use any spectrum other than as set</p>	<p>Telecommunications Ordinance, the Regulations, or this License.</p>		

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forth in the Telecommunications Ordinance, the Regulations, or this Licence.			
NA	<p><b>4. SCOPE</b></p> <p>4.1 The Licensee is authorized to connect the Licensed Networks to any:</p> <p>4.1.1 Telecommunications network operated under a licence granted under the Telecommunications Ordinance;</p> <p>4.1.2 Telecommunications network outside the Licensed Area;</p> <p>4.1.3 Telecommunications apparatus in accordance with applicable requirements; and</p> <p>4.1.4 Terminal equipment approved for connection in accordance with the Telecommunications Ordinance.</p>	<p>This is a new proposed “Scope” section of the Licence, which separates scope considerations from the previous “Grant” section for the purpose of simplifying and harmonising the grant and scope sections of the Proposed Revised Licence for all Licensees.</p>	
<p><b>4. DURATION</b></p> <p>4.1 This Licence begins on the Commencement Date, and shall continue in force for a period of fifteen (15) years, unless it previously lapses in accordance with its terms, or is previously revoked in accordance with a condition contained in the Licence or under the Telecommunications Ordinance.</p> <p>4.2 Part I of Annex C (Price Cap Regime) shall cease to have effect three (3) years after the Effective Date, as defined in the Agreement.</p>	<p><b>5. DURATION OF LICENCE</b></p> <p>5.1 This Licence is granted for a period of fifteen (15) years from the Commencement Date unless earlier revoked in accordance with a condition contained in the Licence or under the Telecommunications Ordinance.</p>	<p>This section has been simplified to reflect the term of the Licence and remove the previous Price Cap duration considerations that are no longer relevant.</p>	
<p><b>5. TERMINATION</b></p>	<p><b>6. TERMINATION</b></p>		

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<p>5.1 In the event of termination of this Licence, other than by expiry of the terms set out in Clause 4, 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 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.</p> <p>5.2 In addition to any relevant provision under the Telecommunications Ordinance, this Licence may be terminated upon notice by the Commission to the Licensee:</p> <p>(a) if the Licensee fails to comply with section 20 of the Telecommunications Ordinance;</p> <p>(b) if the Licensee shall be dissolved or go into liquidation otherwise than for the purpose of solvent reconstruction (with the consent in writing of the Minister first had and obtained, which shall be within the Minister's absolute discretion), or shall become insolvent, or shall cease to carry on a telecommunications business; or</p> <p>(c) where the Commission deems that there is, or is likely to be, a risk to national security.</p>	<p>6.1 In the event of termination of this Licence, other than by expiry of the term set out in Clause 5, 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 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.</p> <p>6.2 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:</p> <p>6.2.1 If the Licensee fails to comply with Section 20 of the Telecommunications Ordinance; or</p> <p>6.2.2 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</p> <p>6.2.3 Where the Commission determines in writing that there is, or is likely to be, a risk to national security.</p>	<p>The proposed revisions to this section are minor and administrative in nature.</p>	
<p><b>6. SUB-CONTRACTING</b></p>	<p><b>7. SUB-CONTRACTING</b></p>		



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<p>6.1 The Licensee may employ subcontractors to install and maintain, operate or provide, some or all of the Licensed Networks or the Licensed Services.</p> <p>6.2 Any subcontractor's contract shall provide that the subcontractor agrees to comply with the terms and conditions of this Licence, Regulations and the Telecommunications Ordinance.</p> <p>6.3 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 sub-contractor any right to provide telecommunications services or operate any telecommunications network under the Telecommunications Ordinance.</p>	<p>7.1 The Licensee may employ subcontractors to install and maintain, operate or provide, some or all of the Licensed Networks or the Licensed Services.</p> <p>7.2 Any subcontractor's contract shall provide that the subcontractor agrees to comply with the terms and conditions of this Licence, Regulations and the Telecommunications Ordinance.</p> <p>7.3 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.</p>	<p>No proposed revisions.</p>	
<p><b>7. REGULATORY FEES</b></p> <p>7.1 The Licensee shall pay the Regulatory Fees in accordance with section 46 of the Telecommunications Ordinance and the Regulations established thereunder.</p>	<p><b>8. FEES</b></p> <p>8.1 The Licensee shall pay the prescribed Network or Service Fees in accordance with Section 12 of the Telecommunications Ordinance and the Fee Structure Regulations.</p> <p>8.2 The Licensee shall pay the Regulatory Fees in accordance with Section 47 of the Telecommunications Ordinance and the Fee Structure Regulations.</p> <p>8.3 Regulatory Fees shall be paid on the anniversary of the Commencement Date of this Licence.</p> <p>8.4 The Licensee shall pay to the Commission any penalties and interest that may</p>	<p>The proposed revisions to this section include an update to the referenced sections of the Telecommunications Ordinance and Regulations relating to the payment of applicable Network, Service and Regulatory Fees, and to group all such fees under a common heading.</p>	

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	<p>be imposed on the Licensee by the Commission for failure to make any payment due under this Licence and for any other contraventions of this Licence, Telecommunications Ordinance or Regulations.</p> <p>8.5 The Licensee shall pay any relevant fees payable in accordance with the Telecommunications Ordinance and the Regulations with respect to numbers issued to the Licensee.</p>		
<p><b>8. EMERGENCIES</b></p> <p>8.1 The Licensee shall provide access to, emergency telecommunications services by means of the Licensed Networks, as the Commission may prescribe.</p>	<p><b>9. EMERGENCIES</b></p> <p>9.1 The Licensee shall provide access to emergency telecommunications services and related services pursuant to the Telecommunications Ordinance and the Universal Service Regulations.</p> <p>9.2 In addition, the Licensee shall provide other emergency-related telecommunications services, as the Commission may determine in writing.</p> <p>9.3 The Licensee shall:</p> <p>9.3.1 Adhere to all polices and requirements set out in the TEPRP and EPA, as established by the Commission;</p> <p>9.3.2 Adhere to all polices and requirements set out in the National Disaster Management Plan and Sub-Plans, as established by DDME; and</p> <p>9.3.3 Pursuant to paragraph 82 of the TEPRP, submit its own Disaster Preparedness Report to</p>	<p>The proposed revisions to this section reflect the recently established policies and obligations set out in the TEPRP, EPA and National Disaster Management Plan and Sub-Plans, as established by the Commission and DDME.</p> <p>In addition, the obligation to submit an annual Disaster Preparedness Report, as required under the TEPRP, is included in Clause 9.3.3.</p>	

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	the Commission and complete all specified pre-hurricane season preparations every year by the end of April.		
<p><b>9. DOMINANT LICENCE</b></p> <p>9.1 As of the Commencement Date, the telecommunications services and telecommunications networks as to which the Licensee is dominant are set out on Appendix A and Appendix B, respectively. In addition, in accordance with section 16 of the Telecommunications Ordinance, the Commission may determine that the Licensee is dominant in relation to the establishment, operation and maintenance of some or all telecommunications networks and services in the Licensed Area.</p> <p>9.2 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.</p> <p>9.3 To the extent that the Licensee is classified as 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 sections 17 and 18 of the Telecommunications Ordinance.</p>	<p><b>10. DOMINANCE</b></p> <p>10.1 For purposes of this Licence, the Licensee is dominant in the telecommunications services specified in Annex A.</p> <p>10.2 For purposes of this Licence, the Licensee is dominant in the telecommunications networks specified in Annex B.</p> <p>10.3 In addition, pursuant to the Telecommunications Ordinance and following the Competition Guidelines, the Commission may designate the Licensee as dominant in relation to the provision of some or all telecommunications networks and services in the Licensed Area.</p> <p>10.4 Pursuant to the Telecommunications Ordinance and following the Competition Guidelines, the Licensee may apply to the Commission to have any of its Licensed Services or Licensed Networks in any geographic or service market be re-designated as non-dominant.</p> <p>10.5 Pursuant to the Telecommunications Ordinance and the Regulations, the Commission may establish by Commission Decision specific obligations applicable to the Licensee in relation to its telecommunications services and/or networks that are designated as dominant and may amend the Licence to include additional terms and obligations in accordance with</p>	<p>The proposed revisions to this section reflect the establishment of the Competition Guidelines that set out the criteria and procedures to determine dominance or non-dominance in the case of a licensee and/or Licensed Service or Network.</p> <p>In the same manner that the Competition Guidelines apply to all Licensees, these revised dominance provisions apply uniformly to all Licensees.</p> <p>All applicable dominance designations are provided in the revised Annexes A and B.</p>	

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	sections 17 and 18 of the Telecommunications Ordinance.		
NA	<p><b>11. PRICE REGULATION</b></p> <p>11.1 Pursuant to the Telecommunications Ordinance, Regulations and following the Competition Guidelines, the Commission may establish by Commission Decision price regulations applicable to the Licensee in relation to its telecommunications services and/or networks that are designated as dominant.</p>	<p>This proposed section is new and is intended to clarify that the regulation of any retail or wholesale service prices may be established by Commission Decision following the Competition Guidelines, pursuant to consistent with the Telecommunications Ordinance and relevant Regulations.</p>	
<p><b>10. UNIVERSAL SERVICE</b></p> <p>10.1 The Licensee shall be designated a Universal Service Provider in the Licensed Area for a period of five (5) years effective from the Commencement Date and shall continue to provide the telecommunications services set out in section 29(2) of the Telecommunications Ordinance that it provided at the Effective Date as defined in the Agreement.</p> <p>10.2 The Commission may in accordance with section 29 of the Telecommunications Ordinance establish and arrange for the administration of a Universal Service Fund where the Licensee establishes that there is a net avoidable cost as described in section 29 of the Telecommunications Ordinance.</p> <p>10.3 If a Universal Service Fund is established, the Commission will ensure that the Licensee recovers the net avoidable costs that</p>	<p><b>12. UNIVERSAL SERVICE</b></p> <p>12.1 The Licensee shall be subject to the universal service-related provisions set out in the Telecommunications Ordinance and the Universal Service Regulations.</p>	<p>This substantially revised section has been significantly simplified and, as such, is intended to clarify that any universal service-related provisions applicable to a Licensee could be established, where found necessary and appropriate, pursuant to the Telecommunications Ordinance and the Universal Service Regulations.</p>	

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<p>result from fulfilling the universal service obligation in accordance with section 29(9) of the Telecommunications Ordinance.</p> <p>10.4 The Commission will endeavour to undertake a review (the "Review") of the designation of the Licensee as a Universal Service Provider pursuant to Clause 10.1 above, with the goal of commencing the Review three (3) years after the Commencement Date and concluding the Review no later than four (4) years after the Commencement Date.</p> <p>10.5 The Review may result in a continuation of the designation in Clause 10.1 for such further period as the Commission may determine, or a modification of the designation in light of competitive and technical developments.</p>			
<p><b>11. LICENSEE'S OBLIGATIONS TO USERS</b></p> <p>11.1 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 installation, fault reporting, billing and directory assistance.</p> <p>11.1.1 The Licensee shall provide (directly or indirectly), to all subscribers of its public telephone services, a directory of listings of telephone numbers of its subscribers in hard copy (such as paper or other media), without charging any persons listed therein for such listing.</p>	<p><b>13. LICENSEE'S OBLIGATIONS TO USERS</b></p> <p>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 installation, fault reporting, billing and directory assistance.</p> <p>13.2 The Licensee may provide (directly or indirectly), to all subscribers of its public telephone services, a directory of listings of telephone numbers of its subscribers in hard copy (such as paper or other media), without charging any persons listed therein for such listing.</p>	<p>The proposed revisions to this section include the removal of the obligation to provide subscribers with hard copy directory listings of telephone numbers, and the provisions related to yellow pages.</p> <p>In addition, a number of other minor administrative revisions have also been made, so as to harmonize obligations to users so they apply uniformly to all Licensees.</p>	

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<p>11.1.2 Notwithstanding Clause 11.1.1, the Licensee may also publish yellow pages, business directories or other specialised directories, and may charge for listings and any paid advertisements therein;</p> <p>11.1.3 Nothing in this Clause 11.1 prevents the Licensee from charging users for accessing directory assistance service.</p> <p>11.2 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.</p> <p>11.3 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.</p> <p>11.4 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. The Licensee may continue using such standard customer agreements as it had been</p>	<p>13.3 The Licensee may also publish yellow pages, business directories or other specialised directories, and may charge for listings and any paid advertisements therein.</p> <p>13.4 The Licensee shall have in place 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.</p> <p>13.5 The Licensee shall be subject to the procedures established by the Commission 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.</p> <p>13.6 The Licensee shall have in place 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.</p> <p>13.7 The Licensee shall notify all users of Licensed Services of the terms and conditions of the applicable standard customer agreements in the manner specified by the Commission and shall thereafter provide Licensed Services based upon the applicable agreement.</p>		

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<p>using immediately prior to the grant of this Licence for at least one (1) year from the Effective Date as defined in the Agreement.</p> <p>11.5 The Licensee shall notify all users of Licensed Services of the terms and conditions of the applicable standard customer agreements in the manner specified by the Commission and shall thereafter provide Licensed Services based upon the applicable agreement.</p> <p>11.6 In addition to its obligations under Clause 11.5, the Licensee may from time to time modify its standard customer agreements and shall notify the Commission and users of such modification.</p> <p>11.7 The standard customer agreements and any modifications made under Clause 12.6 shall be compliant with the Telecommunications Ordinance and any other applicable laws. In the event that the standard customer agreements or modifications do not comply with the Telecommunications Ordinance 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 11.5.</p> <p>11.8 Prices charged by the Licensee to users of certain Licensed Services shall be set in accordance with Annex C and the Regulations and shall be fair and reasonable and shall not discriminate unduly among similarly situated persons, including the Licensee and any body corporate with which it is affiliated. For purposes of this Clause 11.8, rates that are set in accordance with Annex C are presumed, subject</p>	<p>13.8 The Licensee may from time to time modify its standard customer agreements and shall notify the Commission and users of such modification.</p> <p>13.9 The standard customer agreements and any modifications made under Clause 13.6 shall be compliant with the Telecommunications Ordinance and Regulations and any other applicable laws. In the event that standard customer agreements or modifications thereof do not comply with the Telecommunications Ordinance 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.</p> <p>13.10 Prices charged by the Licensee to users of Licensed Services shall be fair and reasonable and shall not discriminate unduly among similarly situated persons, including the Licensee and any body corporate with which it is affiliated.</p> <p>13.11 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.</p> <p>13.12 Prices published by the Licensee for Licensed Services shall take effect upon such date after publication as the Licensee shall specify.</p> <p>13.13 The Licensee shall be subject to the Quality of Service provisions set out in the</p>		

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<p>to a Commission determination to the contrary, to be fair and reasonable.</p> <p>11.9 The Licensee shall publish the prices, terms and conditions for its Licensed Services no less than annually and, in addition, upon any change thereof, in such manner as the Commission shall prescribe.</p> <p>11.10 Prices published by the Licensee for Licensed Services shall take effect upon such date after publication as the Licensee shall specify.</p> <p>11.11 The Licensee shall adhere to Quality of Service Regulations and shall make such reports regarding the quality of the services that it provides on a periodic basis, as specified by the Commission.</p>	<p>Telecommunications Ordinance and the Universal Service Regulations.</p>		
<p><b>12. NUMBERING</b></p> <p>12.1 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.</p> <p>12.2 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 D, 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 any new numbers allocations after the</p>	<p><b>14. NUMBERING</b></p> <p>14.1 The Licensee shall operate its Licensed Networks and provide its Licensed Services in accordance with the numbering provisions set out in the Telecommunications Ordinance and the Numbering Regulations.</p> <p>14.2 The Licensee shall be entitled to use numbers that it has been authorized to use as of the Commencement Date, as set out in Annex C, subject to any changes required in accordance with the Telecommunications Ordinance.</p>	<p>The proposed revisions to this section are intended to update references, and harmonise numbering provisions so they apply uniformly across all Licensees.</p>	



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<p>Commencement Date. For the avoidance of doubt the Licensee is not required to pay fees for the numbers listed in Annex D, but Licensee's use of such numbers is otherwise subject to such Regulations.</p>			
<p><b>13. NON-DISCRIMINATION AND FAIR TRADING</b></p> <p>13.1 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 13 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 telephone traffic.</p> <p>13.2 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.</p> <p>13.3 The Licensee shall permit the attachment to its Licensed Networks of, and shall not discriminate against any user using, customer</p>	<p><b>15. NON-DISCRIMINATION AND FAIR COMPETITION PRACTICES</b></p> <p>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 shall not prevent the Licensee from negotiating favourable 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 the Licensee, and any of its affiliates, make such rates available to similarly situated third parties in the Turks and Caicos Islands with which the Licensee, or such affiliates, have entered into arrangements to exchange or terminate international telephone traffic.</p> <p>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.</p> <p>15.3 The Licensee shall permit the attachment of customer premises equipment that is compliant with Part V (Technical Regulation)</p>	<p>The changes made to this section are largely administrative in nature and, as such intended to simplify (e.g., remove overly prescriptive directions outstanding balance recovery), clarify that the Commission now has established Competition Guidelines in place, and to harmonise these provisions so they apply uniformly across all Licensees.</p>	

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<p>premises equipment that is compliant with Part V of the Telecommunications Ordinance.</p> <p>13.4 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, as may be further specified in Regulations and, in particular, the Licensee shall refrain from using revenues or resources from a Licensed Network or Licensed Service in respect of which the Licensee is dominant to cross-subsidise unfairly any other telecommunications network or telecommunications service, without the prior written approval of the Commission.</p> <p>13.5 Without limiting the generality of Clause 13.4 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.</p> <p>13.6 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.</p>	<p>of the Telecommunications Ordinance to its Licensed Networks in a non-discriminatory manner.</p> <p>15.4 The Licensee shall not engage in anti-competitive conduct, including pricing and marketing practices and/or agreements, whether by act or omission, which have, or is intended to or likely to have, the effect of substantially lessening or preventing competition in one or more markets. The Competition Guidelines set out the procedures the Commission shall follow to investigate and review whether any specific conduct raises anti-competitive concerns, and if so, to impose corresponding remedies and penalties as appropriate.</p> <p>15.5 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.</p> <p>15.6 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. Any amounts paid by the user to service his debt shall be applied as prescribed by the user and where not prescribed shall be applied to the user's oldest debt.</p>		

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: Interested Parties' Comments/Suggestions
<p>13.7 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. Any amounts paid by the user shall be allocated to his debt for services in the following order: 1) access line rental, and any applicable connection or reconnection charges; 2) domestic calls terminating on a fixed line network, including calls to an Internet service provider; and 3) among all other telecommunications services proportionately to the amounts owed for such telecommunications services.</p> <p>13.8 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.</p> <p>13.9 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</p>	<p>15.7 The Licensee shall account for costs and keep such books of accounts and, where the Telecommunications Ordinance and the Regulations prescribe the manner in which such books are to be kept, shall keep such books of accounts in accordance with the Telecommunications Ordinance and such Regulations.</p> <p>15.8 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:</p> <p>15.8.1 in respect of a billing dispute, collect from any such user amounts that are not in dispute;</p> <p>15.8.2 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</p> <p>15.8.3 enforce the terms of its user agreement, provided that such terms do not incorporate matters that are the subject of any Regulations.</p>		

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agreement, provided that such terms do not incorporate matters that are the subject of any Regulation.			
<p><b>14. ACCESS DEFICIT CHARGES</b></p> <p>14.1 The Commission may determine that there may be an Access Deficit Charge and, in such case, the Licensee shall, comply with any Regulations the Commission may issue in accordance with section 25A of the Telecommunications Ordinance.</p>	<p><b>Not Included</b></p>	<p>This section is proposed to be deleted in recognition of the fact that any universal service obligations would be established by the Commission, as may be deemed necessary, pursuant to the Telecommunications Ordinance and Universal Service Regulations, as stipulated under Section 12 above.</p>	
<p><b>15. INTERCONNECTION</b></p> <p>15.1 With respect to the Licensed Services and Licensed Networks for which the Licensee has been classified as dominant, as set forth in Appendix A and Appendix B, respectively, the Licensee shall be required to provide interconnection to another licensee in accordance with section 22 of the Telecommunications Ordinance.</p> <p>15.2 With respect to the Licensed Services and Licensed Networks for which the Licensee has been classified as dominant, as set forth in Appendix A and Appendix B, respectively, the Commission may issue instructions to the Licensee in accordance with section 23 of the Telecommunications Ordinance.</p> <p>15.3 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,</p>	<p><b>16. INTERCONNECTION</b></p> <p>16.1 With respect to the Licensed Services and Licensed Networks for which the Licensee has been designated as dominant, the Licensee shall provide interconnection services, network unbundling and access to its facilities in accordance with the Telecommunications Ordinance and the Interconnection Regulations.</p> <p>16.2 The Commission may establish by Commission Decision obligations relating to the regulation of wholesale prices applicable to dominant telecommunications services and/or networks, pursuant to the Telecommunications Ordinance and the Interconnection Regulations.</p>	<p>This section has been simplified and harmonised across Licensees to reflect the Commission's authority to establish obligations (including price regulation) in respect of interconnection and other wholesale services, pursuant to the Telecommunications Ordinance and the Interconnection Regulations.</p>	

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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.			
<p><b>16. MOBILE TERMINATION CHARGES</b></p> <p>16.1 The Licensee shall set wholesale termination rates for termination on Licensee's mobile network in accordance with the Interconnection Regulations.</p>	<p><b>Not Included</b></p>	<p>This section is redundant in view of the proposed revision to Section 16 above.</p>	
<p><b>17. INFORMATION</b></p> <p>17.1 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.</p> <p>17.2 Without limiting the generality of Clause 18.1, the Licensee shall provide to the Commission annually a final audited profit and loss and balance sheet, in accordance with the Regulations, which information shall be kept confidential by the Commission.</p>	<p><b>17. INFORMATION</b></p> <p>17.1 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 in writing to enable the Commission to carry out its functions under the Telecommunications Ordinance.</p> <p>17.2 Subject to Clause 17.1, the Licensee shall provide to the Commission their financial information including annually a final audited profit and loss and balance sheet in accordance with Sections 7, 14(c) and (g) of the Telecommunications Ordinance and the Regulations, which information shall be kept confidential by the Commission.</p>	<p>The proposed revisions to this section are minor and administrative in nature.</p>	
<p><b>18. CONFIDENTIALITY</b></p>	<p><b>18. CONFIDENTIALITY</b></p>		

<b>Column 1: Existing Licence</b>	<b>Column 2: Proposed Revised Licence</b>	<b>Column 3: Rationale for Proposed Revisions</b>	<b>Column 4: Interested Parties' Comments/Suggestions</b>
<p>18.1 The Licensee shall maintain the confidentiality of, and refrain from using or disclosing, any:</p> <p>18.1.1 confidential, personal and proprietary information obtained in the course of its business from any user, where such information originates from any such user;</p> <p>18.1.2 any information regarding usage of a Licensed Network or a Licensed Service; or</p> <p>18.1.3 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.</p> <p>18.2 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.</p>	<p>18.1 The Licensee shall maintain the confidentiality of, and refrain from using or disclosing, any:</p> <p>18.1.1 Confidential, personal and proprietary information obtained in the course of conducting its business from any user, where such information originates from any such user;</p> <p>18.1.2 Any information regarding usage of a Licensed Network or a Licensed Service; or</p> <p>18.1.3 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.</p> <p>18.2 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.</p>	<p>The proposed revisions to this section are minor and administrative in nature.</p>	
<p><b>19. RIGHTS OF ACCESS</b></p> <p>19.1 Subject to the Regulations or any law, the Licensee shall have such rights of way to public roads or other public grounds to operate the Licensed Networks as it has as of the Commencement Date.</p>	<p><b>19. RIGHTS OF ACCESS</b></p> <p>19.1 Subject to the Telecommunications Ordinance, the Regulations or any law, the Licensee shall have such rights of way to public roads or other public grounds to operate the Licensed Networks.</p>	<p>The proposed revisions to this section are minor and administrative in nature.</p>	

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<p><b>20. FORCE MAJEURE AND SERVICE INTERRUPTIONS</b></p> <p>20.1 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.</p> <p>20.2 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 both the Minister and the Commission as soon as practicable and 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.</p> <p>20.3 During a period of interruption, the Licensee shall use all reasonable endeavours to provide service on a provisional basis.</p>	<p><b>20. FORCE MAJEURE AND SERVICE INTERRUPTIONS</b></p> <p>20.1 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.</p> <p>20.2 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 (where 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.</p> <p>20.3 The Licensee shall notify the Commission of any Licensed Network or Licensed Service outage lasting more than fifteen (15) minutes.</p> <p>20.4 During a period of interruption, the Licensee shall use all reasonable endeavours to provide service on a provisional basis.</p>	<p>The proposed revisions to this section are mostly minor and administrative in nature.</p> <p>A new proposed provision has been added in Clause 20.3 which requires Licensees to notify the Commission of any Licensed Network or Licensed Service outage lasting more than fifteen (15) minutes. This provision has been added to ensure that the Commission is formally made aware of any significant service interruptions.</p>	
<p><b>21. NOTICES</b></p> <p>21.1 Notice may be given hereunder by the Minister or the Licensee by facsimile, hand delivery or courier and addressed to their respective addressees as follows:</p>	<p><b>21. NOTICES</b></p> <p>21.1 Notice may be given hereunder by the Minister, the Licensee or the Commission by facsimile, email, hand delivery or courier and addressed to their respective addressees as follows:</p>	<p>The proposed revisions to this section are minor and administrative in nature and, once finalized, would include updated contact information.</p>	

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<p>The Minister ... [[<i>contact info</i>]]</p> <p>The Licensee ... [[<i>contact info</i>]]</p> <p>or any other address or fax number of which the Minister or the Licensee shall have notified the other of them in writing. 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).</p>	<p>The Minister ... [[<i>contact info</i>]]</p> <p>The Licensee ... [[<i>contact info</i>]]</p> <p>The Commission ... [[<i>contact info</i>]]</p> <p>or any other address, email, or fax number of which the Minister, the Licensee or the Commission shall have notified the other of them in writing.</p> <p>21.2 Notices shall be deemed to have been received, in the case of email or 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 island of Providenciales), 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).</p>		
<p><b>22. COMPLIANCE AND DISPUTE RESOLUTION</b></p> <p>22.1 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.</p> <p>22.2 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.</p>	<p><b>22. COMPLIANCE AND DISPUTE RESOLUTION</b></p> <p>22.1 The Licensee shall comply with the terms of this Licence, including the Annexes.</p> <p>22.2 The Licensee shall comply with the ITU Treaties, other applicable international agreements or acts, regulations, directions, orders and recommendations, and shall comply with the decisions, directions, orders and recommendations issued by the Commission.</p> <p>22.3 The Minister and the Commission may, where the Licensee has violated any provision of</p>	<p>The proposed revisions to this section include two additions otherwise the revisions are minor and administrative in nature, including corrected references to sections of the Telecommunications Ordinance in Clause 22.4.</p>	



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	<p>the Telecommunications Ordinance or the Regulations, or breached any provision of this Licence, take any action authorized by law.</p> <p>22.4 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 54 and 55 of the Telecommunications Ordinance, the Regulations or any other law.</p>		
<p><b>23. GOVERNING LAW</b></p> <p>23.1 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.</p>	<p><b>23. GOVERNING LAW</b></p> <p>23.1 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.</p>	<p>No proposed revisions.</p>	
<p><b>Attestation Clauses</b></p>	<p><b>Attestation Clauses</b></p>	<p>To be updated as necessary at the time of enactment.</p>	