

CABLE AND WIRELESS

Response to TCI Telecommunications Commission on

Telecommunications Network Licence Review

Consultation Document

ANNEX 1

**PROPOSED REVISIONS TO CABLE & WIRELESS (TCI) LIMITED'S TELECOMMUNICATIONS NETWORK
LICENCE**

1. Introduction

1.1 Cable and Wireless (TCI) Limited dba FLOW is pleased to provide comments and remarks on “ **Telecommunications Network Licence Review**” (the Consultation Document) published November 23, 2022, in particular ‘**Annex 1 - Proposed Revisions To Cable & Wireless (TCI) Limited’s Telecommunications Network Licence**’.

1.2 FLOW expressly states that failure to address any issue raised in the Consultation Document does not necessarily signify its agreement in whole or in part with any position taken on the matter by the TCI Commission or respondents. FLOW reserves the right to comment on any issue raised in the Consultation Document at a later date.

1.3 Please send all responses to the Consultation Document and any matters arising to Joanne Missick at joanne.missick@cwc.com and Melesia Sutherland at melesia.sutherland@cwc.com .

2. Preamble

2.1 FLOW’s comments are without prejudice to the automatic renewal of FLOW’s operating licence on January 25, 2021. Should any changes be proposed to that licence there must be agreement between FLOW and the Commission per clause 18 of the Telecommunications Act.

Dominance

2.2 FLOW does not accept the classification of dominance as follows under ‘Proposed Revised License’, except in the case of call termination on FLOW’s network, which is the case for all networks:

10. DOMINANCE

10.1 For purposes of this Licence, the Licensee is dominant in the telecommunications services specified in Annex A.

10.2 For purposes of this Licence, the Licensee is dominant in the telecommunications networks specified in Annex B.

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.

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.

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 sections 17 and 18 of the Telecommunications Ordinance.

16. INTERCONNECTION

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.

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.

ANNEX A LICENSED SERVICES

3. For purposes of this Licence, the Licensee is designated as dominant with respect to the following telecommunications services:

- a. Domestic and international telephony services provided over the Licensee's fixed network.
- b. Domestic and international leased line services provided over the Licensee's fixed network.
- c. Domestic and international call termination services provided on the Licensee's fixed and mobile networks.

ANNEX B LICENSED NETWORKS

4. For purposes of this Licence, the Licensee is designated as dominant with respect to the following telecommunications networks in Turks and Caicos Islands:

- | | |
|----|---|
| a. | Domestic fixed telephony network, including with respect to the termination of domestic and international call traffic. |
| b. | Domestic mobile telephony network, solely relating to the termination of domestic and international call traffic. |

2.3 Telecommunications markets have undergone marked changes in technology and how services are delivered and over the technology even since the last assessment of dominance in the Turks and Caicos Island. The developments in the telecommunications space has been accelerated by the Covid-19 pandemic which has resulted in irreversible changes in consumers' behavior, relationship and even attituded to towards telecommunications services.

2.4 For any telecommunications provider to make a proposition for fixed services attractive and profitable, the service must be bundled with internet and mobile. For instance, ten years ago the retail price between fixed voice and mobile voice was quite wide, today there is a significant narrowing of prices between both. Mobile service was once primarily sold on a per minute or per second basis, today that pricing arrangement has been replaced by bundles of mobile minutes at a fixed price, thus driving down significantly the effective per minute mobile calling rates. This has served to narrow the gap between the effective retail price between mobile and fixed calls.

2.5 Ofcom, in 2022, removed price regulation on all fixed wholesale services. Ofcom cited that there is fundamental change in how consumers communicate - the use of fixed-line telephone services (landlines) has steadily declined despite that most households do have a fixed line, while there have been substantial increases in the use of mobile services, over-the-top (OTT) voice services and messaging services.

2.6 Ofcom's research suggests that consumers perceive landlines as outdated, with limited functionality, and poorer value for money compared to mobile services. The research found that WhatsApp is the most frequently used OTT service for voice calls on a daily basis, followed by Facebook Messenger. Ofcom's qualitative research suggests that customers choose the service which most suits their needs and/or those of the person they are contacting and may use multiple for each type of communications services for the same purpose.

2.7 In the Caribbean, information from the OUR for the Jamaican fixed line market, over the last three years¹, shows that despite fixed line subscribers increasing (due mostly to customers keeping landline for internet access) the number of minutes originated on the fixed networks have been falling precipitously. Minutes if Use (MOU) decline by 61% in a 3-year period, moving from 360 minutes per user to 140 minutes per user. The opposite was however observed for mobile MOU which increase by 50% over the same period. It is probable that the fixed voice

¹ Data is taken from OUR Telecommunications Market Information extracted from the OUR's website at www.our.org.jm

minutes would have migrated to the mobile network, indicating that the mobile network continues to place robust competitive force on fixed voice.

2.8 A similar trend of waning fixed line numbers is noticeable in the ECTEL markets. Data from ECTEL market statistical report indicate a declining use of traditional fixed line to make domestic calls. Local fixed minutes originated on the fixed line markets declined by 32% between the periods 2016 to 2020. This decline coincides with a decline in fixed penetration rate from 23% down to 17%. These combinations of movements are also indicative of a decline in fixed line MOU. Declining mobile minutes of use is also noticed which is strongly suggestive of increasing use of OTTs apps as a means of making domestic calls. With many households in these markets having internet at home, coupled with a very high penetration of smart-phones, this practice is exacerbated, where consumers once at home, switch to the Wi-Fi network to access free OTTs voice calling services.

2.9 The market trends highlighted above all speak to fixed line being a declining mode of voice communication that has lost all its competitive advantage. Once it was the dominant means of voice communication however technological advancements coupled with changing business models and consumer behavior has led to fixed line voice service being relegated to almost a fringe service.

2.10 Fixed voice is facing robust competition from several, easy to access modes of completing a voice call, both mobile and OTTs. This, as can be seen, is an irreversible trend that will only be exacerbated in the near-term future. Proposing, in the face of these developments, that FLOW is dominant in the provision of any voice service or network, save for call termination on its network, which is the same for all other providers, is not supported by market developments and FLOW objects to the continued designation. At this juncture, where the Commission is reviewing terms and conditions for FLOW's fifteen (15) year licence, it is critical for the Commission to do a market review to assess the competitiveness of the telecommunications markets. The Commission cannot sally forth relying on a provision in FLOW's licence, of almost twenty (20) years, which had declared FLOW dominant for services and networks.

2.11 FLOW is no longer in a position to set prices for fixed voice services independent of market conditions, neither can FLOW sustained a 5%-10%² permanent increase in price of fixed voice services without experiencing a major substitution away from it service thus rendering the price increase unprofitable. The supply side substitutions are present and available as cable operators and OTT providers have the capacity (without need for additional investment in network capacity) to meet any pent-up demand that may come from consumers switching to their service. All developments in the telecommunications market are pointing towards a broader definition of the domestic voice calling market to include

² Application of the SSNIP Test

mobile and OTT services which supports that FLOW's is not dominant either for the provision of voice services or on its networks, except for call termination, which is the case for all telecommunications providers.

3. Comments on Annex 1: Proposed Revisions to Cable & Wireless (TCI) Limited’s Telecommunications Network Licence

FLOW Comments on Annex 1 follows. Where a proposed amendment is made to a clause, the new section of the clause is highlighted:

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: FLOW’s Comments/Suggestions
<p>Preamble:</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>Preamble:</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 & 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 & Caicos Islands (“TCI”).</p>	<p>Alternate wording suggested as follows:</p> <p>This FULL TELECOMMUNICATIONS NETWORK LICENCE (FTNS) is granted by the Minister responsible for Communications (“the Minister”, which expression shall include his successors) on the recommendation of the Telecommunications Commission of the Turks and Caicos Islands to CABLE AND WIRELESS (TCI) LIMITED, a company duly incorporated in the Turks and Caicos Islands (“the Licensee”, which expression shall include its permitted successors and assigns).</p>
<p>1. AUTHORITY AND CITATION</p>	<p>1. AUTHORITY AND CITATION</p>		

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<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 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>1.1 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>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 & WIRELESS (TCI) LIMITED Telecommunications Network Licence 2021.</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 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>All decisions must be lawful to be legally effective.</p>
<p>2. INTERPRETATION</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</p>	<p>2. INTERPRETATION</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</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</p>	<p><i>“Commission”</i> means the Telecommunications Commission of the Turks and Caicos Islands established under [] of the Telecommunications Ordinance, 2018;</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, epidemics, pandemics or acts or failure to</p>

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<p>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 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>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>“<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>Decision, Competition Guidelines, DDME, EPA, Interconnection Regulations, Issue date, Minister, Numbering Regulations, Pricing Regulations, Regulations, TEPRP, and Universal Service Regulations).</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>	<p>act of any governmental authority;</p> <p>“<i>Licensee</i>” means CABLE AND WIRELESS (TCI) LIMITED, a company duly incorporated in the Turks and Caicos Islands;</p>

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<p>“Licensed Services” means those telecommunications services set out in Annex A;</p> <p>“Price Cap Regime” means the rules for controlling the Regulated Rates, as set out in Annex C;</p> <p>“Regulated Rates” means the fixed line monthly rental and fixed to fixed domestic local call charges either intra-island calling or inter-island calling;</p> <p>“Regulations” means regulations issued pursuant to the Telecommunications Ordinance;</p> <p>“Regulatory Fees” means the fees payable by the Licensee to the Commission under section 46 of the Telecommunications Ordinance;</p> <p>“Telecommunications Ordinance” means the Telecommunications Ordinance 2004;</p> <p>“Spectrum License” means the licence to use the spectrum, as set out in Annex E; and</p> <p>“Universal Service Provider” 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>“Licensed Area” means the territory of the Turks and Caicos Islands, including its territorial waters and airspace;</p> <p>“Licensed Networks” means those telecommunications networks set out in Annex B;</p> <p>“Licensed Services” means those telecommunications services set out in Annex A;</p> <p>“Licensee” means CABLE & WIRELESS (TCI) LIMITED, a company duly incorporated in the Turks and Caicos Islands;</p> <p>“Minister” means the Government Minister responsible for Communications;</p> <p>“Numbering Regulations” means the Telecommunications (Numbering) Regulations, 2005;</p> <p>“Pricing Regulations” means the Telecommunications (Pricing) Regulations, 2005;</p> <p>“Regulations” means regulations made pursuant to the Telecommunications Ordinance;</p> <p>“Regulatory Fees” means the fees payable by the Licensee to the Commission under Section 47 of the Telecommunications Ordinance;</p> <p>“TEPRP” means the Telecommunications Emergency Preparedness and Response Policy;</p>		

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<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>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> <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>3. GRANT</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. GRANT</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>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</p>	<p>3.1 The Licensee is hereby authorized 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 and</p>

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<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>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</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 Telecommunications Ordinance, the Regulations, or this License.</p>	<p>out and included in a new Section 4 below.</p>	<p>between points within the Licensed Area and points outside of the Licensed Area.</p>

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<p>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 forth in the Telecommunications Ordinance, the Regulations, or this Licence.</p>			
NA	<p>4. SCOPE</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>	
4. DURATION	5. DURATION OF LICENCE		

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<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>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>5. TERMINATION</p> <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>6. TERMINATION</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>The proposed revisions to this section are minor and administrative in nature.</p>	

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<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>6.2.1 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>6. SUB-CONTRACTING</p> <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. SUB-CONTRACTING</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>	

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<p>7. REGULATORY FEES</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>8. FEES</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 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>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>	
<p>8. EMERGENCIES</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>9. EMERGENCIES</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>The proposed revisions to this section reflect the recently established policies and obligations set out in the TEPRP, EPA and National Disaster</p>	<p>The difficulty at 9.3.2 is the uncertain nature of the policies</p>

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	<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 the Commission and complete all specified pre-hurricane season preparations every year by the end of April.</p>	<p>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>	<p>and requirements of DDME, which will or may not have been through the statutory decision making processes required under the Telecommunications Ordinance and/or as undertaken by the Commission. This could lead, effectively, to FLOW having two (2) regulators – the Commission and DDME. Bearing in mind the potential consequences of a licensee not complying with a condition it is important that the obligations of a license resulting from 9.3.2 are very clear and are subject to the overriding provisions of the Telecommunications Ordinance and regulations made under it.</p>
<p>9. DOMINANT LICENCE</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>10. DOMINANCE</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</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</p>	<p>FLOW does not accept the classification of dominance, except in the case of call termination on FLOW's network, which is the case for all networks. Please see Section 2 of response above for further details.</p>

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<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>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 sections 17 and 18 of the Telecommunications Ordinance.</p>	<p>dominance provisions apply uniformly to all Licensees.</p> <p>All applicable dominance designations are provided in the revised Annexes A and B.</p>	
<p>NA</p>	<p>11. PRICE REGULATION</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>10. UNIVERSAL SERVICE</p>	<p>12. UNIVERSAL SERVICE</p>		

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<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 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</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>	

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
determine, or a modification of the designation in light of competitive and technical developments.			
<p>11. LICENSEE'S OBLIGATIONS TO USERS</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>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</p>	<p>13. LICENSEE'S OBLIGATIONS TO USERS</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>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>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>	<p>FLOW agrees with the Commission's rationale that:</p> <p><i>"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."</i></p> <p>Consistent with the rationale, 13.2 must be amended to remove "...in hard copy...". Accordingly, FLOW proposes the following:</p> <p>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 without charging any persons listed therein for such listing.</p>

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<p>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 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</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> <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</p>		<p>With regards to 13.6, FLOW recommends that in order to avoid the administrative burden to both the licensee and Commission of filing documents which have not changed, the obligation to file annually is conditional on changes having been made to the standard customer agreements since the last filing.</p>

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<p>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 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>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 Telecommunications Ordinance and the Universal Service Regulations.</p>		

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<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>12. NUMBERING</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 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>14. NUMBERING</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>	
<p>13. NON-DISCRIMINATION AND FAIR TRADING</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</p>	<p>15. NON-DISCRIMINATION AND FAIR COMPETITION PRACTICES</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</p>	<p>The changes made to this section are largely administrative in nature and, as such intended to</p>	

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<p>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 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</p>	<p>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) 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 has, 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</p>	<p>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>	<p>Guidelines are issued by the Commission under the provisions of s4(1)(c) of the Ordinance and are 'policy' guidelines. No power is given under Ordinance for the Commission to create an additional enforcement mechanism by way of fines or other penalties which fall outside the provisions of the Ordinance or statutory regulations made thereunder. As such 15.4 must be amended to remove '<i>...and if so, to impose corresponding remedies and penalties as appropriate</i>'</p>

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<p>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>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</p>	<p>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> <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</p>		

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<p>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 agreement, provided that such terms do not incorporate matters that are the subject of any Regulation.</p>	<p>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>		
<p>14. ACCESS DEFICIT CHARGES</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</p>	<p>Not Included</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</p>	

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
accordance with section 25A of the Telecommunications Ordinance.		Ordinance and Universal Service Regulations, as stipulated under Section 12 above.	
<p>15. INTERCONNECTION</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, 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>	<p>16. INTERCONNECTION</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>	
<p>16. MOBILE TERMINATION CHARGES</p>	<p>Not Included</p>	<p>This section is redundant in view of the proposed revision to Section 16 above.</p>	

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<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>17. INFORMATION</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>17. INFORMATION</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 its 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>18. CONFIDENTIALITY</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 its business from any user, where such information originates from any such user;</p>	<p>18. CONFIDENTIALITY</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>The proposed revisions to this section are minor and administrative in nature.</p>	

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<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>18.1.2 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>19. RIGHTS OF ACCESS</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>19. RIGHTS OF ACCESS</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>	
<p>20. FORCE MAJEURE AND SERVICE INTERRUPTIONS</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. FORCE MAJEURE AND SERVICE INTERRUPTIONS</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>The proposed revisions to this section are mostly minor and administrative in nature.</p>	<p>It is recommended that the provisions of 20.3 be the same as 20.2 – 3 hours is a more reasonable length of time to trigger a reporting requirement rather than 15 minutes.</p>

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<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>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>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>21. NOTICES</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>The Minister ... [[[contact info]]]</p> <p>The Licensee ... [[[contact info]]]</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</p>	<p>21. NOTICES</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 Minister ... [[[contact info]]]</p> <p>The Licensee ... [[[contact info]]]</p> <p>The Commission ... [[[contact info]]]</p>	<p>The proposed revisions to this section are minor and administrative in nature and, once finalized, would include updated contact information.</p>	

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<p>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>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>22. COMPLIANCE AND DISPUTE RESOLUTION</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>22. COMPLIANCE AND DISPUTE RESOLUTION</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 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</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>	<p>The ITU treaties are not legal documents and/or part of TCI law. They should not, therefore, become part of the licensing regime in the TCI without specific regulations being made by Government confirming how the extra jurisdictional treaties are to be interpreted in the TCI. Further, there is no dispute that a licensee is required to follow the law, but a 'recommendation' has no legal status. If it is a condition of a license that a recommendation is followed it is no longer a recommendation but a direction as it becomes mandatory rather than advisory. It is then necessary for the Commission to revisit the wording of 22.2.</p>

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
	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>23. GOVERNING LAW</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>23. GOVERNING LAW</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>	No proposed revisions.	
<p>ANNEX A LICENSED SERVICES</p> <p>1.1 All telecommunications services that the Licensee provides in the Turks and Caicos Islands on the Commencement Date and without regard to whether such services are dedicated or switched (whether packet- or circuit-switched), and without regard to the telecommunications networks by which such services are provided, including, but not limited to:</p> <p>1.1.1 Domestic and international public telephone services, including analogue and digital fixed and mobile telephone service (regardless of payment mechanism, including pay phones, credit cards and calling cards) and regardless of the type of customer premises equipment that may be attached thereto.</p> <p>1.1.2 Domestic and international data services (including leased lines, paging, frame</p>	<p>ANNEX A LICENSED SERVICES</p> <p>1. The Licensee is authorised pursuant to this Licence to provide the following domestic and international telecommunications services, without regard to transmission or network technology:</p> <ul style="list-style-type: none"> a. Fixed and mobile telephony services; b. Fixed and mobile data and messaging services; and c. Fixed and mobile Internet services. <p>2. For any telecommunications service that requires a licence under the Telecommunications Ordinance and that is not included in Clause 1, the Licensee is expressly subject to all applicable provisions under the Telecommunications Ordinance and Regulations in relation to any such telecommunications service.</p>	<p>The proposed revisions to this annex are intended to provide an updated and clarified listing of the telecommunications services designated as Licensed and, as applicable, for which Licensed Service the Licensee is designated as dominant.</p> <p>Further, the intent is also to harmonize these provisions so they apply uniformly to all Licensees, while reflecting the applicable licensing and dominance designations in each case.</p>	<p>FLOW's Licence is a Full Telecommunications Network Licence which covers any service defined as telecommunication services under the Ordinance. Consequently, FLOW would need no additional licences to offer any service defined as telecommunication services under the ordinance.</p>

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<p>relay and virtual private network services).</p> <p>1.1.3 Domestic and international text (including telex and telegram) transmission services.</p> <p>1.1.4 Any present or future modifications, upgrades or enhancements to telecommunications services included in this Clause 1.1.</p> <p>2. Any telecommunications service that requires a licence under the Telecommunications Ordinance and that is not included in Clause 1.1, provided that the Licensee is expressly subject, on a non-discriminatory basis, to any Regulations, policies, terms and conditions of the Commission that apply to such service when provided by any other person licensed under the Telecommunications Ordinance.</p> <p>3. For purposes of this Licence, the Licensee is dominant with respect to the following telecommunications services in Turks and Caicos Islands:</p> <p>3.1 Domestic public telephone services provided over the Licensee's fixed network.</p> <p>3.2 International public telephone services provided over the Licensee's fixed network.</p> <p>3.3 Domestic and international leased line services provided over the Licensee's fixed network,</p> <p>4 Pursuant to section 16(3) of the Telecommunications Ordinance, the Licensee</p>	<p>3. For purposes of this Licence, the Licensee is designated as dominant with respect to the following telecommunications services:</p> <p>d. Domestic and international telephony services provided over the Licensee's fixed network.</p> <p>e. Domestic and international leased line services provided over the Licensee's fixed network.</p> <p>f. Domestic and international call termination services provided on the Licensee's fixed and mobile networks.</p>		<p>FLOW does not accept the designation of dominant with respect to the listed services, except in the case of call termination on FLOW's network, which is the case for all networks. Please see Section 2 of response above for further details.</p>

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<p>may, upon application to the Commission, demonstrate that it is no longer dominant with respect to the telecommunications services specified in Clause 3 above.</p>			
<p>ANNEX B LICENSED NETWORKS</p> <p>1.1 Any telecommunications networks in use as of the Commencement Date and used by the Licensee at and after the Commencement Date to provide any of the telecommunications services listed on Annex A, including domestic and international fixed line, wireless and mobile networks, whether using switched or packet technologies or any other form or combination of telecommunications technologies.</p> <p>1.2. Any enhancements, augmentations, updates, upgrades, replacements and routine or normal expansions of the networks described in Clause 1.1, at the Licensee's discretion and subject to any applicable enactments and required permissions and approvals. Such enhancements, augmentations, updates, upgrades, replacements and routine or normal expansions include, but are not limited to:</p> <p>1.2.1 new fixed line or wireless loops that connect to such networks;</p> <p>1.2.2 replacement of components of such networks (e.g., copper with fiber optic cable); and</p> <p>1.2.3 upgrading or constructing new transmission towers, poles, ducts and other associated facilities.</p>	<p>ANNEX B LICENSED NETWORKS</p> <p>1. The Licensee is authorised pursuant to this Licence to establish, own and operate all telecommunications facilities necessary to provide the fixed and mobile telecommunications services listed in Annex A, without regard to transmission or network technology.</p> <p>2. The Licensee's network facilities, which may be augmented and updated over time, can include, but are not necessarily limited to, the following elements:</p> <p>a. Fixed and mobile telephone exchanges and radio base stations;</p> <p>b. Internet services provision equipment; and</p> <p>c. Interconnection links to national and international telecommunications exchanges and Internet services gateways to provide national and international connectivity to other licensed networks.</p> <p>3. In relation to the construction of any telecommunications network facilities or infrastructure as listed in Clause 1 or otherwise (including by erecting or installing transmission</p>	<p>As with Annex A above, the proposed revisions to this annex are intended to provide an updated and clarified listing of the telecommunications network facilities designated as Licensed and, as applicable, for which Licensed Network facilities the Licensee is designated as dominant.</p> <p>Once again, the intent is to harmonise these provisions, so they apply uniformly to all Licensees, while reflecting the applicable licensing and dominance designations in each case.</p>	

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<p>1.3 For avoidance of doubt, nothing in this Licence grants the Licensee the right to use spectrum other than the spectrum set out in Annex E.</p> <p>1.4 Any telecommunications network other than the networks described in Clause 1.1, provided that in constructing such network (including by erecting or installing transmission towers, poles, ducts and other associated facilities, or carrying out any road works as provided by the Telecommunications Ordinance) the Licensee must comply with any applicable enactments and obtain all required permissions and approvals.</p> <p>1.5 For purposes of this Licence, the Licensee is dominant with respect to the following telecommunications networks in Turks and Caicos Islands:</p> <p>1.5.1 Domestic fixed public telephone network (including with respect to the domestic termination of the international fixed public telephone network).</p> <p>1.6 Pursuant to section 16(3) of the Telecommunications Ordinance, the Licensee may, upon application to the Commission, demonstrate that it is no longer dominant with respect to the telecommunications networks specified in Clause 1.5 above.</p>	<p>towers, poles, ducts and other associated facilities, or carrying out any road works as provided by the Telecommunications Ordinance), the Licensee must comply with any applicable enactments and obtain all required permissions and approvals.</p> <p>4. For purposes of this Licence, the Licensee is designated as dominant with respect to the following telecommunications networks in Turks and Caicos Islands:</p> <p>c. Domestic fixed telephony network, including with respect to the termination of domestic and international call traffic.</p> <p>d. Domestic mobile telephony network, solely relating to the termination of domestic and international call traffic.</p>		<p>FLOW does not accept that it is dominant with respect to networks, except in the case of call termination, which is the case for all networks. Please see Section 2 of response above for further details.</p>
<p>ANNEX C PRICE CAP REGIME</p>	<p>Not Included</p>	<p>The annex is no longer relevant and is proposed to be deleted.</p>	

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<p>I. For a three (3)-year period commencing with the Effective Date as defined in the Agreement (the "Interim Period"), the Licensee shall set rates as follows:-</p> <p>1. The Licensee shall set prices in accordance with Schedule 1 to the Agreement.</p> <p>2. The Commission may authorize the Licensee to increase line rental charges and domestic local call charges above the rates set forth on Schedule 1 if, and only to the extent that, the Licensee can demonstrate, to the satisfaction of the Commission, that there is and remains an Access Deficit after the payment of any Access Deficit Charges, if any.</p> <p>3. The Licensee may demonstrate that there is an Access Deficit based on an updated Fully Allocated Cost model, agreed with the Commission, that sufficiently incorporates the impact of the rebalanced rates reflected on Schedule 1 and such other information as the Commission may require.</p> <p>4. The Licensee shall make the Fully Allocated Cost model available to the Commission for its review. The Commission may make reasonable adjustments to the model and, in so doing, will consult publicly where appropriate.</p> <p>5. The rates set forth on Schedule 1 will be allowed to automatically rise if inflation in the Turks and Caicos Islands exceeds an annualized rate of 7%. The inflation rate will be the most recent annual Consumer Price Index ("CPI")</p>		<p>It has been made redundant by Commission Decisions pursuant to various retail and wholesale services market reviews. The details of any price regulations applicable to a Licensee's retail and/or wholesale licensed services need not be included in this Licence, since they are or would be established by Commission Decision pursuant to the Telecommunications Ordinance and the Regulations.</p>	

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<p>used by the Government in standard economic planning exercises. In the absence of publication of a CPI by the Government, the Commission will use the Consumer Price Index for All Urban Consumers (CPI-U), published monthly by the U.S. Department of Labor. The allowed percentage increase in revenue weighted average regulated rates will be equivalent to each basis point in excess of 7%. Therefore, for example, if the annualized inflation rate is 7%, the allowable increase in the revenue weighted average regulated rates will be 0%. If the annualized inflation rate is 10.5%, then the allowable increase is 3.5%.</p> <p>II. After the Interim Period, the Licensee shall set prices in accordance with section 27 of the Telecommunications Ordinance and the long-term incentive-based (which may be a price cap or an other) regime, as specified in the Regulations.</p>			
<p>ANNEX D AUTHORISED NUMBERS</p> <p>Subject to review by the Commission, the Licensee is issued the following number allocations:</p> <p><i>COC Codes</i> 231 Post paid Mobile (TDMA) 232 Post paid Mobile (GSM) 241 Prepaid Mobile (TDMA) 242 Prepaid Mobile (TDMA) 243 Prepaid Mobile (GSM) 244 Prepaid Mobile (GSM) 444 Audiotext services</p>	<p>ANNEX C AUTHORISED NUMBERS</p> <p>Subject to review by the Commission, the Licensee is issued the following number allocations:</p> <p><i>COC Codes</i> 231-XXXX Mobile 232-XXXX Mobile 239-XXXX Mobile 241-XXXX Mobile 242-XXXX Mobile 243-XXXX Mobile 244-XXXX Mobile</p>	<p>The proposed revisions to this annex include an updated list of authorized numbers as well as the removal of unnecessary technology references.</p>	

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
<p>445 Audiotext services 446 Audiotext services 266 Dial-up Internet Service 941 Public switched telephone network 946 Public switched telephone network</p> <p><i>Short Codes for PSTN/TDMA</i> 110 National Operator Assistance 112 Fault Reports 115 International Operator Assistance 117 Paging 118 Local Directory Assistance 119 Customer Services 911 Police/Fire/Ambulance 999 Police/Fire/Ambulance 411 Local Directory Assistance 010 International Operator 811 Customer Service 238 SMS text message 77 Voicemail 1 800 2455 Bill Enquiries 1 800 8477 Crime Stoppers 1 900 932 Internet Access 638 Internet Support Centre</p> <p><i>Short Codes for GSM</i> 611 Fault Reports</p> <p><i>Inbound Toll free Number Matrix</i> 744 (Subject to review)</p> <p>Co Code 900 Prime Number Matrix Service 222 900 Service (Subject to review)</p> <p>In Addition</p>	<p>245-XXXX Mobile 246-XXXX Mobile 247-XXXX Mobile 431-XXXX Mobile 432-XXXX Mobile 433-XXXX Mobile 441-XXXX Mobile 442-XXXX Mobile 443-XXXX Mobile 444 Audiotext services 445 Audiotext services 446 Audiotext services 266 Dial-up Internet Service 941 Public switched telephone network 946 Public switched telephone network</p> <p><i>Short Codes for PSTN</i> 110 National Operator Assistance 112 Fault Reports 115 International Operator Assistance 117 Paging 118 Local Directory Assistance 119 Customer Services 911 Police/Fire/Ambulance 999 Police/Fire/Ambulance 411 Local Directory Assistance 010 International Operator 811 Customer Service 238 SMS text message 77 Voicemail 1 800 2455 Bill Enquiries 1 8008477 Crime Stoppers 1 900 932 Internet Access 638 Internet Support Centre</p> <p><i>Short Codes for Mobile</i> 611 Fault Reports</p>		

Column 1: Existing Licence	Column 2: Proposed Revised Licence	Column 3: Rationale for Proposed Revisions	Column 4: FLOW's Comments/Suggestions
850 MHZ Bands A & B	<i>Inbound Toll free Number Matrix</i> 744 (Subject to review) <i>Co Code 900 Prime Number Matrix Service</i> 222 900 Service (Subject to review)		
Annex E Spectrum Licenses	Not Included	<p>This annex is proposed to be deleted, since spectrum-related provisions are more appropriately included, as applicable, in a Licensee's Spectrum Licence.</p> <p>In addition, its removal is also consistent the removal of a similar spectrum licence annex from Digicel's Telecommunications Network Licence in 2011, as per Commission Decision 2011-7.</p>	
NA	ANNEX D ISLANDER CONTROL [[[To be provided by the Commission.]]]	[[[NTD - Background on and rationale for the new Islander control provision to be provided by the Commission.]]]	
Attestation Clauses	Attestation Clauses	To be updated as necessary at the time of enactment.	