



**TELECOMMUNICATIONS NETWORK LICENCE**  
[SECTION 13 OF THE TELECOMMUNICATIONS ORDINANCE 2018]

ISSUED TO: APOLLO MOBILE TELECOMMUNICATIONS, INC.

ISSUED ON: MAY 4TH, 2021

COMMENCEMENT DATE: MAY 4TH, 2021



# CONTENTS

1. Authority and Citation
2. Interpretation
3. Grant
4. Scope
5. Duration of License
6. Termination
7. Sub-Contracting
8. Regulatory Fees
9. Licensee's Obligations to Users
10. Non-Discrimination and Fair Competition Practices
11. Information
12. Confidentiality
13. Rights of Access
14. Force Majeure and Service Interruptions
15. Notices
16. Compliance and Dispute Resolution
17. Governing Law
18. Use of Unlicensed Spectrum and Apparatus

- Annex A: Licensed Services  
Annex B: Licensed Networks  
Annex C: Attestation Clauses



**This TELECOMMUNICATIONS NETWORK LICENCE is granted on the recommendation of the Telecommunications Commission of the Turks and Caicos Islands to APOLLO MOBILE TELECOMMUNICATIONS INC, a company duly incorporated in the Turks and Caicos Islands by the Minister responsible for Communications.**

**1. AUTHORITY AND CITATION**

- 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.
- 1.2 The Licensee is also subject to the other applicable provisions in the Telecommunications Ordinance, the Regulations, Commission Decisions, and other applicable laws.
- 1.3 This Licence may be cited as the Apollo Mobile Telecommunications Inc. Telecommunications Network Licence 2021.

**2. INTERPRETATION**

2.1 In this Licence, unless the context requires otherwise: -

"Commencement Date"	means the date on which this Licence comes into force;
"Commission"	means the Telecommunications Commission of the Turks and Caicos Islands;
"Commission Decision"	means a written decision issued by the Commission.
"Force Majeure"	means causes that are beyond the Licensees reasonable control, including, but not limited to war, warlike operations, terrorist activities, civil commotion, currency fluctuations, strikes, fire, flood, tempest, or disaster or acts or failure to act of any governmental authority;
"Fee Structure Regulations"	means the Telecommunications (Fee Structure) Regulations, 2020;
"Government"	means the Government of the Turks and Caicos Islands;
"Issue Date"	means the date upon which this Licence was signed by the Minister;
"Licence"	means this Licence together with its Annexes;
"Licensed Area"	means the territory of the Turks and Caicos Islands, including its territorial waters and airspace;
"Licensed Networks"	means those telecommunications networks set out in Annex B;
"Licensed Services"	means those telecommunications services set out in Annex A;
"Licensee"	means Apollo Mobile Telecommunications Inc., a company duly incorporated in the Turks and Caicos Islands;

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"Minister"	means the Government Minister responsible for Communications;
"Radiocommunication Station"	means a site upon which radiocommunication apparatus is deployed, including any vehicle, ship or aircraft;
"Regulations"	means regulations made pursuant to the Telecommunications Ordinance;
"Regulatory Fees"	means the fees payable by the Licensee to the Commission under section 47 of the Telecommunications Ordinance;
"Telecommunications Ordinance"	means the Telecommunications Ordinance 2018; and
"Unlicensed Spectrum"	means designated frequencies defined by the Turks and Caicos Islands National Frequency Allocation Plan which do not require a licence for its use.

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.

2.3 Words importing the singular shall include the plural and vice versa. All references to legislation shall be deemed to refer to such legislation as amended or re-enacted from time to time.

### **3. GRANT**

3.1 The Licensee is hereby granted authorization to establish and operate the Licensed Networks and to provide the Licensed Services to any person within the Licensed Area.

3.2 This Licence supersedes all previous licences and authorizations granted to the Licensee by the Government.

3.3 In no event does this Licence grant any exclusive right to operate any telecommunications network or to provide any telecommunications service.

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.

### **4. SCOPE**

4.1 The Licensee is authorized to connect the Licensed Networks to any: -

4.1.1 Telecommunications apparatus in accordance with applicable requirements, and

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

4.2 The Licensee is not authorized to connect the Licensed Networks to any telecommunications network operated under a licence granted under the

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Telecommunications Ordinance within the Licenced Area other than to establish an Internet Service Provider connection.

## **5. DURATION OF LICENCE**

- 5.1 This Licence is granted for a period of fifteen (15) years from the Commencement Date.

## **6. TERMINATION**

- 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.

- 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: -

6.2.1 If the Licensee fails to comply with section 20 of the Telecommunications Ordinance; or

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

6.2.3 Where the Commission determines in writing that there is, or is likely to be, a risk to national security; or

6.2.4 Should the Licensee fail to pay the Network or Service License renewal fees as they become due; or

6.2.5 Should the licensee fail to pay the Regulatory fee as it become due.

## **7. SUB-CONTRACTING**

- 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.

- 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.

- 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 sub-contractor any right to provide telecommunications services or operate any telecommunications network under the Telecommunications Ordinance.

## **8. REGULATORY FEES**

- 8.1 The Licensee shall pay the Regulatory Fees in accordance with section 47 of the Telecommunications Ordinance and the Fee Structure Regulations.

- 8.2 Regulatory Fees shall be paid on the anniversary of the Commencement Date of this Licence.

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## **9. LICENSEE'S OBLIGATIONS TO USERS**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 The Licensee may from time to time modify its standard customer agreements and shall notify the Commission and users of such modification.
- 9.7 The standard customer agreements and any modifications made under Clause 9.6 shall be compliant with the Telecommunications Ordinance and Regulations and any other applicable laws. In the event that standard customer agreements or modifications thereof do not comply with the Telecommunications Ordinance and Regulations and any other applicable laws, the Commission shall instruct the Licensee to make the appropriate amendments. Such amendments shall be notified to users in accordance with Clause 9.6.
- 9.8 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.
- 9.9 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.
- 9.10 Prices published by the Licensee for Licensed Services shall take effect upon such date after publication as the Licensee shall specify.
- 9.11 The Licensee shall be subject to the Quality of Service provisions set out in the Telecommunications Ordinance.

## **10. NON-DISCRIMINATION AND FAIR COMPETITION PRACTICES**

- 10.1 The Licensed Networks shall be operated, and the Licensed Services shall be provided, by the Licensee on an arm's length commercial basis with respect to the Licensee and any and all of the bodies corporate with which it is affiliated. This Clause shall not prevent the Licensee from negotiating favourable accounting and settlement rates for public internet 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

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which the Licensee, or such affiliates, have entered into arrangements to exchange or terminate international internet traffic.

- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 Without limiting the generality of Clause 10.4, 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 Competition Guidelines set out the methodology and procedures the Commission will follow to address concerns or complaints relating to potential abuse of dominance and other anti-competitive practices.
- 10.6 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.
- 10.7 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.
- 10.8 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.
- 10.9 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: -
  - 10.9.1 in respect of a billing dispute, collect from any such user amounts that are not in dispute;
  - 10.9.2 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
  - 10.9.3 enforce the terms of its user agreement, provided that such terms do not incorporate matters that are the subject of any Regulations.

## 11. INFORMATION

- 11.1 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.

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- 11.2 Subject to Clause 11.1, the Licensee shall provide to the Commission their financial information in accordance with Section 7, and Section 14(c) and (g) of the Telecommunications Ordinance and the Regulations.

## **12. CONFIDENTIALITY**

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

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

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

12.1.3 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.

- 12.2 Notwithstanding Clause 12.1, 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.

## **13. RIGHTS OF ACCESS**

- 13.1 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.

## **14. FORCE MAJEURE AND SERVICE INTERRUPTIONS**

- 14.1 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.

- 14.2 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.

- 14.3 The Commission shall be notified of any Licensed Network or Licensed Service outage lasting more than fifteen (15) minutes.

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

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## 15. NOTICES

- 15.1 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: -

The Minister:	Ministry of Home Affairs, Public Utilities and Transportation Franklyn Missick Building Mission Folly Grand Turk Turks and Caicos Islands Attention: Permanent Secretary Fax No: N/A Email: mgardiner@gov.tc
The Licensee:	Apollo Mobile Telecommunications Inc. 658 Millennium Way Blue Hills Road Providenciales Turks and Caicos Islands Attention: Managing Director Fax No: N/A Email: sherlock@tcway.tc
The Commission:	Turks & Caicos Islands Telecommunications Commission P.O. Box 203 872 Business Solutions Bldg. Leeward Highway Providenciales Turks and Caicos Islands Attention: Chairman of Commission Fax No: (649) 946-1119 Email: info@tcitelecommission.tc

or any other address or fax number of which the Minister, the Licensee or the Commission shall have notified the other of them in writing.

- 15.2 Notices shall be deemed to have been received, in the case of facsimile or email, 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).

## 16. COMPLIANCE AND DISPUTE RESOLUTION

- 16.1 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 authorized by law.
- 16.2 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 54 and 55 of the Telecommunications Ordinance, the Regulations or any other law.

## 17. GOVERNING LAW

- 17.1 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.

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## **18. USE OF UNLICENSED SPECTRUM AND APPARATUS**

- 15.1.** The Licensee shall ensure that its use of the unlicensed spectrum bands or radiocommunication apparatus used in conjunction with the licensed service does not cause harmful interference to any other licensed radiocommunication service or radiocommunication apparatus.
- 15.2.** The Licensee shall use the unlicensed spectrum in accordance with the Turks and Caicos Islands National Frequency Allocation Plan and its applicable footnotes.
- 15.3.** The Licensee shall use the unlicensed spectrum bands on a shared basis. Shared usage does not grant any exclusive rights to utilize the unlicensed spectrum in relation to the provision of the licensed service.
- 15.4.** The Licensee shall ensure that its radiocommunication apparatus are adequately protected from interference that may be caused by other radiocommunication stations and apparatus operating in the same geographical area or radio frequency band, or in adjacent geographical areas or frequency bands.
- 15.5.** The Licensee shall ensure that its use of the unlicensed spectrum, radiocommunication station or radiocommunication apparatus does not cause any danger to the public.
- 15.6.** The Licensee shall ensure that its radiocommunication service and apparatus complies with relevant Technical Conditions.
- 15.7.** The Licensee shall obtain all consents and approvals required under the Turks and Caicos Islands laws before the commencement of any installation of its radiocommunication station or apparatus.
- 15.8.** The Licensee shall ensure that use of the unlicensed spectrum and radiocommunication apparatus does not cause disruptive interference to other wireless networks and systems to the effect that the communications, function and operation of these systems are not severely limited or impaired.
- 15.9.** Where the Licensee's radiocommunication station or apparatus causes the emission of harmful interference or causes any other radiocommunication station or apparatus to emit harmful interference, the Licensee shall take such steps as the Commission may direct to remove the source of such harmful interference and furnish such information as the Commission may request concerning the interference. Before making a direction, the Commission may consult the Licensee or any other person that it considers may be affected by the direction.
- 15.10.** The Licensee shall investigate immediately upon being notified in writing by the Commission any complaint alleging that harmful interference has been, is being or is about to be emitted by its radiocommunication station or apparatus.
- 15.11.** The Licensee shall ensure that all persons using its radiocommunication apparatus are made aware of the conditions of this Licence and comply with those conditions.
- 15.12.** The Licensee shall keep accurate, up to date and detailed records of the operation of its radiocommunication apparatus and shall make this information available, promptly and without charge to the Commission.
- 15.13.** The Licensee shall notify the Commission of any proposed material change to its radiocommunication station or apparatus and shall provide such information as the Commission may require for the purpose of assessing the effect of such change.

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- 15.14.** Upon receiving reasonable prior notice, the Licensee shall allow the Commission to inspect its radiocommunication station or apparatus and shall provide such assistance as the Commission may require verifying that the radiocommunication station or apparatus are in compliance with the conditions of this Licence.
- 15.15.** The Licensee shall exhibit all notices and instructions given to it by the Commission at its radiocommunication station.

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

1. The Licensee is authorised pursuant to this Licence to provide the following domestic telecommunication services on the designated unlicensed frequency bands as outlined in the Turks and Caicos Islands National Frequency Allocation Plan, without regard to transmission or network technology:
  - a. Fixed Wireless Internet services, and
  - b. Mobile Wireless Internet services.
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.

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**ANNEX B**  
**LICENSED NETWORKS**

1. The Licensee is authorised pursuant to this Licence to establish, own and operate all telecommunications facilities necessary to provide the domestic telecommunication services listed in Annex A, without regard to transmission or network technology.
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:
  - a. Fixed and mobile radio base stations;
  - b. Internet services provision equipment; and
  - c. Interconnection links to national and international internet services gateways to provide the services listed in Annex A.
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 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.

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ANNEX C  
ATTESTATION CLAUSES



Signature: L.

Name: Hon OTIS C HUCK MORRIS

Minister responsible for Communications

Accepted on behalf of Apollo Mobile Telecommunications Inc.

Signature: 

Name: ~~Bruce~~ Sherlock Walkin

Capacity: Director

Date: 30 day of April 2021