



June 30, 2016

The Chief Executive Officer
NEWCO2015 LIMITED
Holy Cross Church Administration Centre
Highbury Park
Nassau, Bahamas

Dear Sir:

Re: Issuance of an Individual Operating Licence – IO-16-0001

In exercise of the powers conferred on it under sections 26 and 4(a) of the Communications Act, 2009 ("Comms Act"), the Utilities Regulation and Competition Authority (URCA) hereby issues NEWCO2015 LIMITED an Individual Operating Licence.

Signed and Sealed by:

Kathleen Riviere-Smith

For the Utilities Regulation &
Competition Authority

Kathleen Riviere-Smith
Chief Executive Officer

Date:

June 30, 2016

Signed and Sealed by:

DAMIANUS MICHAEL BLACKBURN

For NEWCO2015 LIMITED

DAMIANUS MICHAEL BLACKBURN
Chief Executive Officer

Date:

July 1, 2016



NEWCO2015 LIMITED
Holy Cross Church Administration Centre
Highbury Park
Nassau, Bahamas

INDIVIDUAL OPERATING LICENCE - IO-16-0001

Commencement Date: June 30, 2016

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PART A - GENERAL CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Licence, except in so far as the context otherwise requires:

“Access” is the making available of Facilities and/or Carriage Services, to an Other Operator, under defined conditions, on either an exclusive or non-exclusive basis, for the purpose of providing Electronic Communications Services;

“Allocation”, in relation to a CO Code, means allocation by URCA and **“Allocated”** refers to the act of issuing an Allocation;

“Alternative Dispute Resolution Body” means the body of persons responsible for administering a relevant Alternative Dispute Resolution Scheme;

“Alternative Dispute Resolution Scheme” means procedures approved or established from time to time by URCA in accordance with section 15 of the Communications Act;

“American Standards Organisations” means the American National Standards Institute and ASTM International (formerly known as the American Society for Testing and Materials (ASTM));

“Approved Equipment” means, in relation to any Network, Equipment which complies with Condition 14;

“Associated Facility” means any Facility which: (a) is available for use in association with the use of a Network or Carriage Service (whether or not one operated or provided by the person making the Facility available); and (b) is so available for the purpose of: (i) making the operation of that Network or provision of that service possible; (ii) making possible the provision of other services provided by means of that Network or service; or supporting the provision of such other services;

“Caller Location Information” means any data or information processed in a Network indicating the geographic position of the terminal equipment of a person initiating a call;

“CO Code” means central office codes as specified in the Numbering Plan;

“Code of Practice for Complaints” means a code of practice published pursuant to Condition 18 and in accordance with section 45 of the Communications Act;

“Code of Practice for Sales and Marketing” means a code of practice established in accordance with Condition 36.4;

“Commencement Date” means the date of grant of this Licence;

“Communication” means a communication for transmission by a Network;

“Communications Act” means the Communications Act 2009;

“Communications Data” means Signals other than Traffic Data;

“Communications Licence Fee” means the fee payable under section 91 of the Communications Act;

“Condition” means a condition in this Licence;

“Directory” means a printed Document containing Directory Information on Subscribers of Public Telephone Services in The Bahamas which is made available to members of the public;

“Directory Enquiry Facility” means the provision of Directory Information by means of a Public Telephone Network;

“Directory Information” means: (a) in the case of a Directory, the name and address of the Subscriber and the Telephone Number assigned to the Subscriber for their use of Public Telephone Services and, (b) in the case of a Directory Enquiry Facility, shall be either such a Telephone Number of the Subscriber or information that such a Telephone Number of the Subscriber may not be supplied;

“Emergency Call Numbers” means the Telephone Numbers “911” and “919” and any other Telephone Number designated as emergency call numbers by URCA;

“Emergency Organisation” means in respect of any locality: (a) the relevant public police, fire, ambulance and coastguard services for that locality; and (b) any other organisation, as directed from time to time by URCA as providing a vital service relating to the safety of life in emergencies;

“End to End Connectivity” means the facility: (a) for different End-Users of the same Network or Carriage Service to be able to communicate with each other; and (b) for the End-Users of different Networks or Carriage Services to be able, each using the Network or Carriage Service of which each is an End User, to communicate with each other;

“End-User” in relation to Public Telephone Service or other publicly-available Carriage Service, means: (a) a person who, otherwise than as a Licensee, is a Subscriber for that service; (b) a person who makes use of the service otherwise than as a Licensee; or (c) a person who may be authorised, by a person falling within sub-paragraph (a), so to make use of the service;

“Equipment” includes any equipment, machinery or device and any wire or cable and the casing or coating for any wire or cable;

“European Standards Organisations” means the European Committee for Standardisation (CEN), the European Committee for Electrotechnical Standardisation (CENELEC), and the European Telecommunications Standards Institute (ETSI);

“Financial Year” means the Financial Year of URCA, as defined in the URCA Act;

“Force Majeure” means any event or effect that can be neither anticipated nor controlled and includes both acts of nature such as earthquake, flood, lightning and hurricane, and acts of people such as riot, civil disorder, terrorism, declared state of emergency and war;

“Free Broadcast Service” means Broadcasting that is intended for reception in an unencrypted, intelligible form and free of charge;

“Infrastructure” means towers, masts, poles, antennae mounting, ducts, duct chambers or other similar civil engineering or works structures which bear, carry or route any Signal carrying or processing elements of a Network;

“Intellectual Property Rights” means all inventions (whether patentable or not), patents, utility models, supplementary protection certificates, designs (both registered and unregistered and including rights in semiconductor topographies), copyright, database rights, trade and service marks (both registered and unregistered) together with all applications for, rights to the grant of and extensions of the same, and all other intellectual and industrial property including but not limited to all similar or analogous rights throughout the world, in each case for the full term of the relevant right;

“International Standards Bodies” means the International Telecommunication Union (ITU), the International Organisation for Standardisation (ISO), the International Electrotechnical Committee (IEC), the American Standards Organisations, European Standards Organisation and any other body recognised by URCA as an International Standards Body;

“Land Rights” means the land rights provisions set out at Part XIV of the Communications Act;

“Network Interconnection Interface” means the Technical Characteristics of each interface at any Network Interconnection Point;

“Network Interconnection Point” means the physical location at which Interconnection between different Public Networks takes place;

“Notified Licensees” means Licensees notified by the Named Licensee to URCA pursuant to section 21(1) of the Communications Act;

“Other Operator” means a person other than the Licensee who is authorised to operate a Network or provide a Carriage Service under a licence awarded or an exemption granted by URCA;

“Pay Telephone” means a telephone for the use of which the means of payment may include coins and/or credit/debit cards and/or pre-payment cards, including cards for

use with dialling codes. For the avoidance of any doubt, references to a Pay Telephone include references to a Public Pay Telephone;

“Public Pay Telephone” means a Pay Telephone available to the general public;

“Public Service” means any Carriage Service that is provided so as to be available for use by members of the public;

“Public Telephone Network” means a Network which is used to provide Public Telephone Services; it supports the transfer between Network Termination Points of speech Communications, and also other forms of communication, such as facsimile and data;

“Public Telephone Service” means a Public Service for originating and receiving national and international calls and access to Emergency Organisations through a number or numbers in a Numbering Plan, and in addition may, where relevant, include one or more of the following services: Directory Enquiry Facilities, provision of Public Pay Telephones;

“Radiocommunications” means the transmission, emission or reception of messages, sound, visual images or Signals using electromagnetic waves which are propagated in space and having frequencies of lower than 3,000 GHz;

“Records” means data or information showing the extent of any Network or service actually provided to an End-User and any data or information used in the creation of a bill for an End-User;

“Residential Customer” means, in relation to the Licensee, a Subscriber of that Licensee who is a natural person who uses the Licensee’s services and who contracts at a place of residence;

“Served Premises” means a single set of premises in single occupation where Equipment has been installed for the purpose of the provision of Carriage Services by means of a Network at those premises;

“Slamming” means misselling where a Subscriber is switched from an Other Operator to the Licensee without the express knowledge or consent of the Subscriber, including where there has been no contact at all between the Licensee and the Subscriber;

“Small Business Customer” means, in relation to the Licensee, a Subscriber of that Licensee who is: (a) not an Other Operator; and (b) a Subscriber in respect of an Undertaking carried on by him which has an annual turnover that does not exceed two hundred and fifty thousand dollars;

“Technical Characteristics” means the physical, electrical and other relevant characteristics and the Network interworking and service management protocols;

“Telephone Number” means any number, including data of any description, that is used (whether or not in connection with telephony) for any one or more of the following purposes: (a) identifying the destination for, or recipient of, a Signal; (b) identifying the origin, or sender, of a Signal; (c) identifying the route for a Signal; (d) identifying the source from which a Signal or Carriage Service: (i) may be obtained or accessed; (ii) selecting the service that is to be obtained or accessed, or required elements or characteristics of that service; or (e) identifying the Licensee by means of whose Network or service a Signal is to be transmitted, or treated as transmitted;

“Toll Free Services” means calls to Telephone Numbers that are toll free under the Numbering Plan;

“Traffic Data” means any data comprised in a Signal: (a) identifying or purporting to identify any person or location to or from which the Signal is or may be transmitted; (b) identifying or selecting, or purporting to identify or select, Equipment to or from which, or by means of which, the Signal is or may be transmitted; (c) for the actuation of Equipment used for the purposes of the relevant Network for effecting the transmission of the Signal; or (d) any data identifying the Traffic Data or any other Signals as being comprised in or attached to a particular Signal;

“UAT Act” means the Utilities Appeal Tribunal Act; and

“URCA Act” means the Utilities Regulation and Competition Authority Act 2009.

1.2 For the purpose of interpreting the Conditions in this Licence:

1.2.1 except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in:

- (a) the Licence, and otherwise
- (b) the Communications Act, and otherwise
- (c) the URCA Act, and otherwise
- (d) the UAT Act;

1.2.2 for ease of reference, in this Licence terms defined in the Communications Act have been capitalised;

1.2.3 subject to Condition 1.2.1, where there is any conflict between the provisions of this Licence and the Communications Act, the provisions of the Communications Act shall prevail;

1.2.4 references to Conditions, paragraphs, subparagraphs and appendices are to Conditions, paragraphs, subparagraphs of and to the appendices to the Licence, as modified from time to time in accordance with this Licence and the Communications Act;

- 1.2.5 a Document will be incorporated into and form part of the Licence if it is referred to in this Licence and a reference to a Document is to a Document as modified from time to time;
- 1.2.6 headings and titles used in this Licence are for reference only and shall not affect its interpretation or construction;
- 1.2.7 references to any law or statutory instrument include any modification re-enactment or legislative provisions substituted for the same;
- 1.2.8 use of the word “include” or “including” is to be construed as being without limitation;
- 1.2.9 expressions cognate with those referred to in this Licence shall be construed accordingly;
- 1.2.10 words importing: (i) the singular only shall include the plural and vice versa; (ii) the whole shall be treated as including a reference to any part; and (iii) any gender shall include all other genders; and
- 1.2.11 reference to persons shall include firms or companies.

2 DURATION

- 2.1 This Licence shall come into force on the Commencement Date and shall continue in force until the fifteenth (15th) anniversary of the Commencement Date.
- 2.2 This Licence may be further renewed as specified by the procedures at section 26 of the Communications Act.

3 NATURE AND SCOPE OF THE LICENCE

- 3.1 URCA grants to the Licensee:
 - 3.1.1 a right to provide any Carriage Services; and
 - 3.1.2 the rights to establish, maintain and operate one or more Networks, within, into, from and through The Bahamas, subject to the Conditions of this Licence, Regulatory And Other Measures and the provisions of the Communications Act.
- 3.2 Subject to Condition 38 and to the Land Rights, the Licensee is entitled to carry out any and all projects, construction, and trading activities relating to the establishment, operation, maintenance and improvement of the Network.
- 3.3 Subject to all other applicable laws and regulations of The Bahamas at the time being in force, the Licensee undertakes to comply with the Conditions of this Licence, Regulatory And Other Measures and the provisions of the Communications Act.

3.4 Nothing in this Licence shall relieve the Licensee of any legal requirement to obtain any additional consents, permissions, authorisations or licences that are necessary for the establishment, operation, maintenance or improvement of the Network, the provision of the Carriage Services or the exercise of the Licensee's rights or discharge of its obligations under the Licence, including obtaining any licences required under the Communications Act for the use of Radiocommunications.

3.5 In accordance with section 26(3)(b) of the Communications Act, the Licensee shall ensure that the administration and management of the business associated with the establishment, operation and maintenance of the Network and the provision of the Carriage Services shall be conducted from premises in The Bahamas.

4 **PAYMENT OF FEES AND CONTRIBUTIONS**

4.1 The Named Licensee shall pay to URCA the following fees and contributions notified by URCA from time to time in accordance with the Communications Act:

4.1.1 any URCA Fees;

4.1.2 the communications licence fees notified by URCA on behalf of the Minister;

4.1.3 the contribution to the Universal Service Fund set by URCA from time to time in accordance with the Communications Act; and

4.1.4 the Tribunal Fee payable pursuant to Schedule 3 of the UAT Act.

4.2 For each Financial Year of the Licence, any annual fees payable by the Named Licensee under section 92(1)(c) of the Communications Act shall be based upon the following accounts or, where appropriate, business plan for the Named Licensee and each of the Notified Licensees (or, where these are consolidated, the Named Licensee's consolidated accounts showing the turnover and revenue for the Named Licensee and each of the Notified Licensees):

4.2.1 the last available audited accounts; or

4.2.2 if the audited accounts are not available or those accounts do not include any Relevant Turnover, accounts certified by an accountant in possession of a practising certificate issued by the Bahamas Institute of Chartered Accountants; or

4.2.3 if the Licensee does not have any available accounts certified by an accountant in possession of a practising certificate issued by the Bahamas Institute of Chartered Accountants, the expected Relevant Turnover in the Licensee's business plan.

4.3 The annual fees calculated in accordance with Condition 4.2 shall be paid in advance on the first day of the Financial Year, with any adjustment due as a result of the audited

accounts for that Financial Year becoming available being paid to URCA (or deducted from any other payment due to URCA) on the first day of the next Financial Year.

4.4 Without prejudice to Condition 6.1, in the event of a default by the Named Licensee in the payment of any fees when due under this Licence:

4.4.1 the Named Licensee shall pay to URCA interest under section 94 of the Communications Act; and

4.4.2 URCA may revoke this Licence under the terms of the Communications Act.

5 **INFORMATION, AUDIT, INSPECTION AND ACCESS**

5.1 URCA may require:

5.1.1 an audit of any aspect of the business of the Licensee and the Licensee shall or shall procure assistance to URCA as it may reasonably require;

5.1.2 the Named Licensee or any Notified Licensee to provide it with such information, Documents, accounts, returns, estimates, reports or other information required by URCA in the manner and at the times specified by URCA. URCA may use this information for purposes of compiling statistics and publishing periodical reviews of the Electronic Communications industry, and as required or permitted by the Communications Act or other laws or legal process;

5.1.3 the Named Licensee to notify URCA of the details of all Subsidiary Undertakings providing a Network or Carriage Service under this Licence or providing a Content Service; and

5.1.4 the Licensee to permit a person authorised by URCA to carry out an inspection.

6 **BREACH OF LICENCE**

6.1 If URCA has reason to believe that any Licensee has failed to comply with any Condition it may exercise all such powers and duties as are afforded to or required of it under the Communications Act or any other relevant law and may take all such action as is permitted to it under those sections against either the Named Licensee or that Notified Licensee.

6.2 The Named Licensee shall be liable for all the acts and omissions of each of the Notified Licensees in respect of its obligations under this Licence.

6.3 Without prejudice to the Named Licensee's other obligations under this Licence, where a Notified Licensee has done something which would if done by the Named Licensee:

6.3.1 be prohibited or not authorised by this Licence; or

- 6.3.2 require the Named Licensee to take or refrain from taking a particular action under this Licence and that no Licensee, including the Named Licensee, has met that further requirement,

then, if URCA is not satisfied that the Named Licensee has taken all reasonable steps to prevent any Notified Licensee from acting in that way, URCA may direct that the Named Licensee take such steps as URCA deems appropriate for the purpose of remedying the matter, including restraining the defaulting Notified Licensee from carrying on with such commercial activities connected with Networks or Carriage Services as URCA may determine.

7 **REVOCATION AND MODIFICATION**

URCA may revoke or modify this Licence in accordance with the procedures set out in section 27 of the Communications Act.

8 **CHANGE IN CONTROL**

- 8.1 The Licensee shall obtain URCA's approval of any change in control of the Named Licensee or any Notified Licensee prior to the change in control occurring.
- 8.2 Without limiting URCA's ability and duty to apply the merger control provisions in sections 70 to 78 of the Communications Act, URCA may object to a change in control if in URCA's view the acquirer would not meet any of the criteria referred to in, or set by URCA pursuant to, section 26(3) of the Communications Act.

9 **ASSIGNMENT**

- 9.1 The Licensee shall not, without the prior written consent of URCA, sub-license, assign or grant any right, interest or entitlement in the Licence to any person or transfer or dispose of any of its assets that are necessary to provide any Carriage Service that the Licensee is obliged to provide under this Licence unless such assets have been adequately replaced.
- 9.2 Condition 9.1 shall not apply to a mortgage, charge or other transaction entered into for the purpose of securing borrowings of the Licensee, being borrowings for the purposes of establishing, operating or maintaining the Licensee's Network or providing the Carriage Services or the provision of anything incidental to the Network or the Carriage Services.

10 **NOTICES**

- 10.1 Notices to the Licensee under the Conditions shall be in writing and sent by post or hand to the address shown at the front of this Licence or any other relevant address known to URCA or sent by facsimile if the parties agree beforehand that they will use facsimile for transmission of specific notices.

10.2 Notices to URCA under the Conditions shall be in writing and sent to the Chief Executive Officer of URCA by post or hand to the business address of URCA or by facsimile.

PART B - GENERAL ACCESS AND INTERCONNECTION OBLIGATIONS

11 OBLIGATION TO NEGOTIATE ACCESS AND INTERCONNECTION

11.1 Subject to the Conditions of this Licence, the Communications Act, any Regulatory and Other Measures issued by URCA pursuant to the Communications Act and any other relevant enactment, the Licensee is required in good faith to negotiate, conclude and amend agreements with any Other Operator for Interconnection, Access and other related services, including the types and amount of charges.

11.2 Subject to any other terms of this Licence and Part XI (Competition Provisions) of the Communications Act, where the Licensee acquires information from any Other Operator before, during or after the process of negotiating or arranging Interconnection or Access and where such information is acquired in confidence in connection with and solely for the purpose of such negotiations or arrangements, the Licensee shall use that information solely for the purpose for which it was supplied and respect at all times the confidentiality of information transmitted or stored. Such information shall not be passed on to any other person without the prior written approval of the Other Operator.

12 MUST-CARRY OBLIGATIONS

The Licensee shall, on a direction of URCA made from time to time for the purposes of this Condition 12 broadcast or otherwise transmit any service specified in that direction.

PART C - STANDARDS AND TECHNICAL OBLIGATIONS

13 TECHNICAL REGULATIONS

- 13.1 The Licensee shall comply with all determinations or regulations issued by URCA under section 83 of the Communications Act in relation to technical standards for Electronic Communications Networks and systems, Electronic Communications equipment, including End-User Equipment at Network Termination Points, and procedures for testing such equipment and apparatus.
- 13.2 In accordance with Section 83(2) of the Communications Act, the Licensee shall not use or supply any Facilities that do not comply with relevant technical rules, standards, conditions and approval processes established by URCA. The Licensee may request approval or consent from URCA for any Facilities and URCA shall not unreasonably withhold such consent.
- 13.3 Notwithstanding Condition 14, the Licensee shall as soon as reasonably practicable cease to provide any Carriage Service that uses any Equipment that:
- 13.3.1 has not been approved, licensed or exempted from approval or licensing by URCA; or
 - 13.3.2 no longer meets the requirements for approval or licensing by URCA, in respect of which URCA has issued a notice to that effect to the person who has under his control such Equipment.
- 13.4 The Licensee shall not impose technical or other Conditions or employ any arrangements for the provision of its Carriage Services or for the use of its Network or any Equipment in connection with its provision of Carriage Services or the use of its Network other than those set by URCA. In particular, the Licensee shall not, except where URCA is satisfied that it is reasonable, exercise any Intellectual Property Rights which it owns or is licensed to use in a manner which prevents or inhibits the provision of any Other Operator's Carriage Services with its Carriage Services or Access and Interconnection between its Network and any other Network.
- 13.5 Subject to Condition 16, the Licensee shall not modify or interfere with its Network or its operation or monitor Communications Data transmitted by means of its Network, so as to make those Communications Data available, whilst being transmitted, other than to the sender or intended recipient of the Signals.
- 13.6 The Licensee shall take all appropriate measures to safeguard the security and integrity of its Carriage Services, including, where relevant and necessary, in conjunction with its Network.

14 **STANDARDISATION AND SPECIFIED INTERFACES**

- 14.1 The Licensee shall comply with any relevant compulsory standards and/or specifications published by International Standards Bodies for the provision of Carriage Services, technical interfaces and/or Network functions in connection with any of its Networks or Carriage Services. Where no compulsory standards or specifications have been so published, the Licensee shall take full account of any relevant voluntary standards, specifications or recommendations so published.
- 14.2 In the absence of such standards, specifications or recommendations referred to in Condition 14.1, the Licensee shall take full account of any other standard specified by URCA in a direction under this Condition 14.2 for the purposes of service and Network interoperability and Interconnection, provided that URCA shall not make such a direction if an appropriate international standard is expected to be promulgated within a reasonable time.
- 14.3 URCA may from time to time issue a direction under this Condition 14.3 requiring a specified Network Interconnection Interface to be compliant with a specified standard. Any such direction shall be to ensure End to End Connectivity and interoperability, and shall only require compliance with a relevant standard in existence as referred to in Conditions 14.2.
- 14.4 The Licensee shall not be required to comply with Condition 14.3 above where any Other Operator seeking Interconnection with the Licensee's Network at the relevant Network Interconnection Point does not require it to do so.

15 **CHANGES TO NETWORKS**

- 15.1 The Licensee shall give notice in writing to URCA and shall notify all Other Operators who may be affected of any changes it intends to implement in the configuration, specification or performance of any of its Networks which would require changes to any Equipment or Networks connected to any of its Networks or which would materially adversely affect the Other Operators, including having the effect of making such connections inoperable or otherwise materially adversely affecting interoperability.
- 15.2 The period of notice given under Condition 15.1 shall be appropriate to the likely impact on the Other Operators affected and on connected equipment or systems and shall be approved by URCA.
- 15.3 Where URCA notifies the Licensee that it considers that a change in the Network(s) referred to in Condition 15.1 would require an Other Operator to make major changes in its own Network in order to connect its Network to the Licensee's Network(s), the Licensee shall have due regard to impact and costs on Other Operators. The Licensee may be liable to compensate Other Operators if so directed by URCA.

16 **MATTERS OF NATIONAL INTEREST**

16.1 In addition to complying with the obligations in Part XV of the Communications Act, the Licensee shall:

16.1.1 take reasonable steps to prevent the operation of any Networks and provision of the Carriage Services being used in the commission of offences against the laws of The Bahamas or in criminal activities; and

16.1.2 assist the officers and authorities of the Government when reasonably required to do so for the purposes of enforcing criminal law, protecting the interests of the revenue and the interests of the public, and protecting national security.

16.2 **Traffic Data Retention**

16.2.1 Subject to Condition 16.2.3 below, the Licensee shall, on the request of and in consultation with:

(a) the authorities responsible for protecting national security or preventing or detecting serious crime; and

(b) such departments of central and local government as URCA may from time to time direct for the purposes of this Condition,

make arrangements for the retention of all Traffic Data in respect of End-Users of its Network.

16.2.2 Subject to Condition 16.2.3 below, the Licensee shall, on request by any person as is designated for the purpose in any such arrangements, implement those arrangements in so far as is reasonable and practicable to do so.

16.2.3 Nothing in this Condition 16.2 precludes the Licensee from making the implementation of any such arrangements conditional upon it being permitted to recover its reasonable costs incurred in making or implementing any of those arrangements.

PART D - CONSUMER PROTECTION OBLIGATIONS

17 REQUIREMENT TO OFFER CONTRACTS WITH MINIMUM TERMS

- 17.1 The Licensee shall, in offering to provide, or providing, Public Services other than Free Broadcast Services, ensure that clear and up to date information on its applicable prices and tariffs (which for the avoidance of doubt shall not include customised or individual prices and tariffs), and on its standard terms and conditions, in respect of access to and use of Public Services by End-Users, except Public Pay Telephones, are published, in accordance with Condition 17.4.
- 17.2 The Licensee shall ensure that its standard terms and conditions of any contract between the Licensee and a Residential Customer, and between the Licensee and a Small Business Customer shall specify the following minimum requirements:
- 17.2.1 the identity and address of the Licensee;
 - 17.2.2 the services provided, details of the service quality levels offered and the time for initial connection;
 - 17.2.3 details of maintenance services offered;
 - 17.2.4 particulars of prices and tariffs, and the means by which up to date information on all applicable tariffs and maintenance charges may be obtained;
 - 17.2.5 the duration of the contract, provided always that prior to and at the time of agreeing the contract, Residential Customers and Small Business Customers shall have the option of entering into a contract with a fixed term of no more than twelve (12) months on fair and reasonable terms;
 - 17.2.6 the conditions for renewal and termination of services and of the contract;
 - 17.2.7 compensation and refund arrangements which will apply if quality service levels are not met; and the method of initiating procedures for settlement of disputes in respect of the contract; and
 - 17.2.8 any such other information as may be required by determination of URCA pursuant to the Communications Act.
- 17.3 Where the Licensee intends to modify a condition in a contract with a Residential Customer or a Small Business Customer which is likely to be of material detriment to the Residential Customer or the Small Business Customer, the Licensee shall:
- 17.3.1 provide the Residential Customer or the Small Business Customer, as appropriate, with at least one month's notice of its intention detailing the proposed modification; and

- 17.3.2 inform the Residential Customer or the Small Business Customer of the ability to terminate the contract without penalty if the proposed modification is not acceptable to the Residential Customer or the Small Business Customer.
- 17.4 Publication of the information under Condition 17.1 shall be effected by:
 - 17.4.1 sending a copy of such information or any appropriate parts of it to any Residential Customer or Small Business Customer who may reasonably request such a copy; and
 - 17.4.2 placing a copy of such information on any relevant website operated or controlled by the Licensee or, where no such website exists, placing a copy of such information in every major office of the Licensee such that it is readily available for inspection free of charge by members of the general public during normal office hours.

18 **CODE OF PRACTICE FOR COMPLAINTS**

Without prejudice to any regulations that URCA may issue under section 45(2) of the Communications Act, as soon as practicable and in any event within six (6) months of the Commencement Date, the Licensee shall establish and thereafter maintain procedures for the handling of complaints made by its Residential Customers or its Small Business Customers in relation to the provision of Public Services.

19 **METERING AND BILLING**

- 19.1 The Licensee shall not render any bill to a Subscriber in respect of the provision of any Public Services unless every amount stated in that bill represents and does not exceed the true extent of any such service actually provided to the Subscriber or its End-Users.
- 19.2 The Licensee shall retain such Records as may be necessary, or as URCA may from time to time direct are necessary, for the purpose of establishing its compliance with Condition 19.1 above.
- 19.3 Subject to the following, URCA may from time to time direct the minimum period for retention of necessary Records by the Licensee. This Condition 19.3 (and any direction of URCA made under it) shall not require the Licensee to retain any Records for the purposes of this Condition for more than five (5) years from the date on which they were created.

20 **ITEMISED BILLS**

- 20.1 The Licensee shall provide to each of its Subscribers, on request, and either at no extra charge or for a reasonable fee, a basic level of itemised billing. The Licensee shall ensure that each itemised bill shows a sufficient level of detail to allow the Subscriber to:

- 20.1.1 verify and control the charges incurred by the Subscriber in using any Public Service; and
- 20.1.2 adequately monitor the Subscriber's usage and expenditure and thereby exercise a reasonable degree of control over his bills.
- 20.2 URCA may from time to time direct the minimum level of itemisation to be provided by the Licensee under Condition 20.1.
- 20.3 The Licensee shall ensure that calls which are made from a Subscriber's telephone which are Toll Free Services, including calls to distress hotlines, shall not be identified in the Subscriber's itemised bill.
- 20.4 The Licensee shall not be subject to Condition 20.1 in respect of any Subscriber where:
 - 20.4.1 it provides Public Services to the Subscriber on a pre-paid basis; and
 - 20.4.2 the Subscriber has an alternative means, free of charge, of adequately monitoring the Subscriber's usage and expenditure.

21 **NON-PAYMENT OF BILLS**

- 21.1 Where the Licensee's Subscriber has not paid the Licensee all or part of a bill for Carriage Services provided by the Licensee, any measures taken by the Licensee to effect payment or disconnection shall:
 - 21.1.1 be proportionate and not unduly discriminatory;
 - 21.1.2 give due warning to the Subscriber beforehand of any consequent service interruption or disconnection; and except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the Carriage Service concerned, as far as technically feasible.
- 21.2 The Licensee shall publish details of generic measures it may take against Subscribers generally to effect payment or disconnection in accordance with Condition 21.1 above by:
 - 21.2.1 sending a copy of such information or any appropriate parts of it to any Subscriber who may request such a copy; and
 - 21.2.2 placing a copy of such information on any relevant website operated or controlled by the Licensee.

22 **QUALITY OF SERVICE**

- 22.1 The Licensee shall, on the direction of URCA, publish adequate and up to date information on the quality of its Carriage Services in a format that may be used by End-Users for industry comparison.

- 22.2 Subject to Condition 22.3, where URCA makes a direction under Condition 22.1 it may amongst other things direct:
- 22.2.1 the quality of service parameters to be measured;
 - 22.2.2 the consequences of non-compliance with the quality of service parameters to be measured;
 - 22.2.3 the content and form of the information to be published, and how the comparability of the information is to be validated. For the purposes of validation, URCA may require independent audit of the specified information;
 - 22.2.4 the manner of publication of the information;
 - 22.2.5 the timing of publication of the information; and/or that the Licensee shall provide URCA with a copy of the information to be published well in advance of the publication as agreed by URCA.
- 22.3 URCA shall only make such a direction under Condition 22.1 to be effective no sooner than twelve (12) months after the launch of any new Public Services to End-Users.

23 EXCEPTIONS AND LIMITATIONS

- 23.1 Prior to any planned interruption to or suspension of any type of service or Network carried out under this Licence, the Licensee shall give reasonable advance notice to any Subscriber that will be affected by the interruption or suspension.
- 23.2 The Named Licensee shall notify URCA and, to the extent practicable, any affected Subscribers of any event of unplanned interruptions which prevents it from carrying out its obligations under this Licence as soon as reasonably practicable.
- 23.3 The Named Licensee shall take all reasonable steps as are required to prevent and resolve unplanned interruptions to the provision of its Carriage Services and operation of its Networks. The Named Licensee shall inform URCA on a regular basis about measures taken to deal with the unplanned interruptions.

24 FAIR DEALING

- 24.1 The Licensee must only charge a Subscriber for the specific Carriage Services or Equipment that the Subscriber has ordered, and a user shall have no liability to pay for any Carriage Service or Equipment that it has not ordered.
- 24.2 In the case of Subscribers who have contracted for Carriage Services for which they will pay after usage, the Licensee must provide such Subscriber with invoices:
- 24.2.1 in writing, which may be transmitted electronically if the Subscriber consents;
 - 24.2.2 on a regular basis;

- 24.2.3 in a plain and simple format;
 - 24.2.4 that provide accurate information about the Carriage Services provided and the amounts due for each Carriage Service; and
 - 24.2.5 that clearly indicate the method of calculation of prices for any Carriage Service for which invoices are based on the duration of calls or other measure of usage.
- 24.3 In the case of Subscribers who have purchased Carriage Services for which they have paid prior to the provision of such Carriage Services, the Licensee must permit such Subscriber on request to review his expenditures.
- 24.4 The Licensee shall not make or cause to be made any claim or suggestion regarding the availability, price or quality of its Electronic Communications Services or Equipment or that of an Other Operator if the Licensee knows or reasonably ought to know that the statement or claim is false or misleading.
- 24.5 The Licensee shall provide services to Residential Customers and Small Business Customers on terms that are fair, reasonable and non-discriminatory.
- 24.6 The Licensee shall ensure that all standard terms and conditions and codes of practice are drafted in plain English that is easy to understand and copies of the codes of practice shall be provided on request and free of charge to any Residential Customer or Small Business Customer and be prominently available on the Licensee's public website.
- 24.7 The Licensee shall not engage in any Slamming activities and shall obtain Subscribers' authorisations and verification of those authorisations prior to executing any change in provider of a Public Service from an Other Operator to the Licensee. Where URCA prescribes any form or manner for verification of Subscribers' authorisations for the prevention of Slamming, the Licensee shall maintain Records of verification in such a form or manner for a minimum period of twelve (12) months.

25 **CONFIDENTIALITY OF SUBSCRIBER'S INFORMATION**

- 25.1 Subject to Conditions 25.2 and 25.3, any other provision of this Licence or any provision of the Act or another enactment, the Licensee –
- 25.1.1 must not without a Subscriber's consent collect, use, maintain or disclose information about a Subscriber for any purpose; and
 - 25.1.2 must apply appropriate security safeguards to prevent the collection, use, maintenance or disclosure of such information.
- 25.2 The Licensee may disclose a Subscriber's name, address and listed Telephone Number in a printed or electronic telephone Directory except where a Subscriber specifically requests that his details should be excluded from the Directory.

- 25.3 The Licensee may be required by URCA (by determination under the Communications Act) to retain or to be prohibited from retaining specified information relating to Subscribers, including information about billing, beyond a specified period.
- 25.4 The Licensee must ensure that information it discloses or retains concerning a Subscriber is accurate and complete for its intended use.
- 25.5 The Licensee must permit a Subscriber to inspect its Records regarding a Carriage Service provided to that Subscriber and to require correction or removal of information that is shown to be incorrect.
- 25.6 The Licensee must disclose to Subscribers the purpose of requesting or collecting any information about the Subscriber and must not use or maintain information about the Subscriber for undisclosed purposes.

26 **CONFIDENTIALITY OF COMMUNICATIONS**

- 26.1 The Licensee must take all reasonable steps to ensure the confidentiality of its End-Users' Communications.
- 26.2 The Licensee must not intercept, monitor, alter or modify the content of a message unless required to do so by the Communications Act or any other enactment.

PART E - PUBLIC TELEPHONE SERVICE OBLIGATIONS

The following Conditions in Part D of this Licence, being Conditions 27 to 29, apply only where the Licensee establishes, maintains and operates a Public Telephone Network or provides Public Telephone Services in The Bahamas, as applicable.

27 PROPER AND EFFECTIVE OPERATION OF PUBLIC TELEPHONE NETWORKS AND PROVISION OF PUBLIC TELEPHONE SERVICES

27.1 Continuity of Public Telephone Networks and Carriage Services

27.1.1 The Licensee shall take all reasonably practicable steps to maintain, to the greatest extent possible:

- (a) the proper and effective functioning of any Public Telephone Network provided by it at all times, and
- (b) in the event of Force Majeure, the availability of the Public Telephone Services provided by it, including uninterrupted access to Emergency Organisations as part of any Public Telephone Services offered by it.

27.1.2 The Licensee shall ensure that any restrictions imposed by it on access to and use of a Public Telephone Network operated by it on the grounds of ensuring compliance with Condition 27.1.1 are proportionate, non-discriminatory and based on objective criteria identified in advance.

27.2 Emergency Call Numbers

27.2.1 The Licensee shall ensure that its Public Telephone Network is capable of providing any End-User with access to Emergency Organisations by using the Emergency Call Numbers at no charge and, in the case of a Pay Telephone, without having to use coins or cards.

27.2.2 The Licensee shall ensure that any End-User can access Emergency Organisations via a public emergency call service, being an Electronic Communications Service that enables an End-User, at any time and without incurring any charge or requiring any token, to communicate with the police, the ambulance or fire services or the maritime search and rescue services and to notify them of an emergency.

27.2.3 The Licensee shall, to the extent technically feasible, make Caller Location Information for all calls to the Emergency Call Numbers available to the Emergency Organisations handling those calls.

27.3 Emergency Planning

27.3.1 Subject to Condition 27.3.3, the Licensee shall, on the request of and in consultation with:

- (a) the authorities responsible for Emergency Organisations; and
- (b) such departments of central and local government as URCA may from time to time direct for the purposes of this Condition,

make arrangements for the operation and provision or rapid restoration of such Networks and Carriage Services as are practicable and may reasonably be required in any major incident having a significant effect on the general public.

27.3.2 Subject to Condition 27.3.3, the Licensee shall, on request by any person as is designated for the purpose in any such arrangements, implement those arrangements in so far as is reasonable and practicable to do so.

27.3.3 Nothing in this Condition 27.3 precludes the Licensee from:

- (a) recovering the reasonable and efficient costs incurred in making or implementing any such arrangements; or
- (b) making the implementation of any such arrangements Conditional upon being indemnified by the person for whom the arrangements are to be implemented for all reasonable and efficient costs incurred as a consequence of the implementation.

27.4 **Public Pay Telephones**

27.4.1 The Licensee shall ensure that every Public Pay Telephone in its Public Telephone Network that is permanently installed on Public Land and to which the public has access at all times can access operator assistance services and a Directory Enquiry Facility, except where such services or Facilities have been rendered inaccessible by the Licensee for the purposes of debt management.

27.4.2 Where the Licensee provides a Public Telephone Service, it shall display and take all reasonable steps to keep displayed prominently on or around each of its Public Pay Telephones a notice specifying:

- (a) the minimum charge for connection,
- (b) call charge information,
- (c) methods of payment,
- (d) a statement as to whether incoming calls can be received, and if so, the Telephone Number of the Public Pay Telephone,
- (e) contact information in the event of services complaints,
- (f) contact information for Emergency Organisations,

- (g) the location of the Public Pay Telephone sufficient to enable it to be located as swiftly as possible by the Emergency Organisations, and
- (h) that calls to Emergency Organisations using the Emergency Call Numbers may be made from the Public Pay Telephone free of charge and without having to use coins or cards.

27.4.3 The Licensee shall give at least ninety (90) days notice before withdrawing from service a Public Pay Telephone.

27.5 **Operator Assistance, Directories and Directory Enquiry Facilities**

27.5.1 The Licensee shall ensure that its Public Telephone Network is capable of providing:

- (a) any Public Pay Telephone that is permanently installed on Public Land and to which the public has access at all times; and
- (b) any End-User,

with access to:

- (i) operator assistance services; and
- (ii) subject to any direction by URCA, a Directory Enquiry Facility containing Directory Information on all Subscribers in The Bahamas who have been assigned Telephone Numbers by the Licensee and any Other Operator, except those Subscribers who have exercised their right to have their Directory Information removed,

except where such services or Facilities have been rendered inaccessible to a particular End-User by the Licensee at the End-User's request or for the purposes of debt management.

27.5.2 Unless directed otherwise by URCA, where the Licensee assigns Telephone Numbers to Subscribers, it shall ensure that each of those Subscribers is, on request, supplied with a Directory containing Directory Information on all of its Subscribers who have been assigned Telephone Numbers in the Subscriber's local area. Directories containing Directory Information for all other Subscribers outside the local area who have been assigned Telephone Numbers by the Licensee and any Other Operator must be supplied to the Subscriber on request. Any Directories supplied shall not contain Directory Information for those Subscribers who have exercised their right to have their Directory Information removed.

27.5.3 A Directory may be produced by the Licensee, or by another person. Where a Directory is produced by the Licensee, the Licensee shall ensure that it is updated on a regular basis (at least once a year). URCA may from time to time direct that a Directory is available in a particular form.

27.5.4 The Licensee may charge its Subscribers or End-Users a reasonable fee for making available a Directory Enquiry Facility, local Directory and any additional Directories, and may charge its Subscribers a reasonable fee for inclusion of non-standard Directory Information in a Directory or as part of a Directory Enquiry Facility.

28 **PROVISION OF DIRECTORY INFORMATION**

28.1 Where the Licensee has been Allocated Telephone Numbers in accordance with this Condition 28, it shall meet all reasonable requests from any person to make available the Directory Information of:

28.1.1 its Subscribers who have been assigned those Telephone Numbers; and

28.1.2 any other End-User assigned a Telephone Number originally Allocated to the Licensee,

for the purposes of the provision of Directories and Directory Enquiry Facilities.

28.2 Where the Licensee has been authorised (either directly or indirectly) to use Telephone Numbers Allocated to another person, it shall on request supply to:

28.2.1 the person who was originally Allocated such Telephone Numbers; or

28.2.2 if different from the above, the person who authorised the use of such Telephone Numbers by it,

the Directory Information of the Licensee's Subscribers and of any other End-User assigned a Telephone Number from such Telephone Numbers.

28.3 Where the Licensee is requested to supply Directory Information in accordance with Conditions 28.1 or 28.2, it shall do so on terms which are fair, cost-oriented and non-discriminatory, and in a format which is agreed between the Licensee and the person requesting the information. The Licensee shall comply with any direction made by URCA from time to time with respect to the format to be applied to the information.

29 **ALLOCATION AND USE OF CO CODES AND OTHER NUMBERING RESOURCES**

29.1 The Licensee shall comply with the Numbering Plan that is in force.

29.2 **General Prohibitions on Use**

The Licensee may only use a numbering resource from the Numbering Plan where that resource has been Allocated to a person, unless the use in question is for the purposes of indicating that the numbering resource has not been Allocated.

29.3 **Requirements in Connection with the Assignment of Telephone Numbers**

29.3.1 The Licensee shall have a plan for assigning Telephone Numbers out of each CO Code block as URCA may Allocate to it from time to time. Except where URCA otherwise consents in writing, such plan shall be consistent with the Numbering Plan. When applying for CO Codes, the Licensee shall provide such details to URCA as are required in the Numbering Plan and the associated guidelines, or any other instruction issued by URCA.

29.3.2 The Licensee shall install, maintain and adjust its Network so that it routes Signals and otherwise operates in accordance with the Numbering Plan and any Allocation of numbering resources made by URCA from time to time.

29.3.3 Where CO Codes have been Allocated to the Licensee, the Licensee shall ensure that Telephone Numbers within the CO Code are assigned to Subscribers or otherwise used effectively and efficiently.

29.3.4 The Licensee shall take all reasonably practicable steps to secure that its Subscribers, in using Telephone Numbers, comply with the provisions of this Condition, where applicable, and the provisions of the Numbering Plan.

29.4 **Application for Allocation or Reservation of Telephone Numbers**

When applying for an Allocation or reservation of CO Codes, the Licensee shall:

29.4.1 use an appropriate application form contained in the Numbering Plan and its guidelines, or as directed by URCA from time to time;

29.4.2 provide such information as required by URCA on the application form; and

29.4.3 provide to URCA, on request, any other information considered by URCA to be relevant to the application, and the supply of which does not place an undue burden on the Licensee.

29.5 **Withdrawal of a Number Allocation**

URCA may withdraw an Allocation of the relevant CO Codes and other numbering resources from the Licensee in accordance with the Numbering Plan, where the Licensee has not :

29.5.1 activated and confirmed the activation of an Allocated CO Code within six (6) months for an Allocated CO Code or twelve (12) months for a CO Code that

has been reserved, or such other period as URCA may approve in accordance with the Numbering Plan, from the effective date on which the resources were Allocated or reserved; or

29.5.2 ensured that the Telephone Numbers from an Allocated CO Code are effectively and efficiently assigned in accordance with Condition 29.3.3, as determined by URCA.

30 **NUMBER PORTABILITY**

Where the Licensee is subject to a determination by URCA concerning Number Portability pursuant to section 80(2) of the Communications Act, the Licensee shall comply with any directions of URCA concerning Number Portability.

PART F – UNIVERSAL SERVICE OBLIGATIONS

31 UNIVERSAL SERVICE OBLIGATIONS

- 31.1 Where the Licensee is determined to be a Universal Service provider pursuant to section 42(2) of the Communications Act, the Licensee shall comply with any directions of URCA concerning the Universal Services that the Licensee must provide pursuant to section 41 of the Communications Act, and this Licence shall be modified accordingly pursuant to section 27(2) of the Communications Act.
- 31.2 Unless URCA consents otherwise, the Licensee shall provide the Universal Services referred to in Condition 31.1 on the basis of uniform prices throughout The Bahamas.

PART G – SMP OBLIGATIONS

32 APPLICATION OF SMP OBLIGATIONS

Without limiting the application of any other Conditions and Part XI of the Communications Act, where the Named Licensee or any Notified Licensee is presumed to have SMP pursuant to section 116 of the Communications Act or is determined by URCA to have SMP pursuant to section 39 of the Communications Act, that Licensee (the “SMP Licensee”) shall, in respect of that market where it is presumed or determined to have SMP, comply with the following:

- (a) with respect to all markets where the SMP Licensee has been determined or presumed to have SMP:
 - (i) Condition 34; and
 - (ii) any such obligations as URCA may set out in any determination, including, when relevant, the obligations listed in Conditions 37, 38, 39, 40 and 41 below, which are listed for the purposes of exemplification only; and
- (b) with respect to any retail markets where the SMP Licensee has been determined or presumed to have SMP, Conditions 35 and 36.

33 COMPLIANCE WITH OBLIGATIONS BY LICENSEES PRESUMED TO HAVE SMP

If the SMP Licensee is presumed to have SMP pursuant to section 116 of the Communications Act, it shall not be permitted to engage in the operation of any Network or provision of any Carriage Service which it was not licensed to operate or provide prior to the Commencement Date until URCA has confirmed the SMP’s Licensee’s compliance under section 116(4) of the Communications Act with any obligations imposed under section 116(2) of the Communications Act.

34 NON-DISCRIMINATION

- 34.1 The SMP Licensee shall not unduly discriminate against particular persons or a particular description of persons in relation to Carriage Services offered by it.
- 34.2 Nothing done in any manner by the SMP Licensee shall be regarded as undue discrimination under this Condition if and to the extent that the SMP Licensee is required or expressly permitted to do such thing in that manner by or under any Condition set out in this Licence.

35 REQUIREMENT TO PUBLISH CHARGES AND TERMS AND CONDITIONS

- 35.1 The SMP Licensee shall publish charges, terms and conditions, including bundled charges, terms and conditions (whether or not those bundles include charges, terms and conditions for Carriage Services supplied in markets to which this Condition does not

apply) for all Carriage Services related to the markets in which it is determined or presumed to have SMP.

- 35.2 The SMP Licensee shall publish any amendments to the charges, terms and conditions published under Condition 35.1, including charges, terms and conditions for any new services, within ten working days of the time that the amendment comes into effect.
- 35.3 Publication referred to in Condition 35.1 shall be effected by placing a copy of the information on any relevant website operated or controlled by the SMP Licensee.
- 35.4 Where it would be impractical for the SMP Licensee to publish under this Condition any charge or amended charge, the SMP Licensee shall instead publish the method to be adopted for determining that charge or amended charge.
- 35.5 The SMP Licensee shall provide Carriage Services at the charges, terms and conditions published under this Condition, and shall not depart from those charges, terms and conditions either directly or indirectly.

36 **CONSUMER PROTECTION**

- 36.1 This Condition 36 shall apply where the SMP Licensee provides Public Services to Residential Customers or Small Business Customers.

36.2 **Maximum duration for fixed term contracts**

The duration of any contract between the SMP Licensee and a Residential Customer or Small Business Customer for the provision of Public Services for which the Licensee has SMP shall not be longer than twenty-four (24) months.

36.3 **Compensation and Refunds**

36.3.1 Within three (3) months of being determined to have SMP, or within three (3) months from the Commencement Date if the Licensee is presumed to have SMP, the SMP Licensee shall establish and publish a set of quality of service levels and the levels of compensation and refunds payable to Residential Customers and Small Business Customers if quality of service levels are not met. These levels shall constitute a term of the contract with Residential Customers and Small Business Customers. The SMP Licensee shall thereafter maintain a Code of Practice for Complaints, together with a schedule setting out the compensation and refunds payable to Residential Customers and Small Business Customers if quality of service levels are not met.

36.3.2 The levels of compensation and refunds under Condition 36.3.1 shall:

- (a) set out the requirements for entitlement to compensation and the levels of compensation and of the refunds on fair, reasonable and non-discriminatory terms; and

- (b) conform to the requirements set out by URCA from time to time, setting out the compensation and refunds payable to Residential Customers and Small Business Customers if contracted quality of service levels are not met.

36.3.3 At any time, URCA may review the schedule to the Code of Practice for Complaints and require the SMP Licensee to make such amendments to the schedule to the Code of Practice to ensure that it complies with Condition 36.3.2.

36.4 **Codes of Practice for Sales and Marketing**

If required by URCA, the SMP Licensee shall establish and thereafter maintain a Code of Practice for Sales and Marketing for dealing with its Residential Customers and its Small Business Customers, which conforms with the requirements set out by URCA from time to time, and comply with the provisions of any Code of Practice for Sales and Marketing.

37 **RETAIL PRICE CONTROLS**

37.1 If so required by URCA, the SMP Licensee shall be subject to retail price controls in relation to those services in which it is determined or presumed to have SMP in order to:

- 37.1.1 prevent to the extent possible instances of anticompetitive pricing, including unfair cross-subsidies and predation;
- 37.1.2 foster an environment where prices are cost oriented to promote efficiency;
- 37.1.3 develop an environment where persons in The Bahamas can share in the expected efficiency gains through lower prices.

38 **INFRASTRUCTURE SHARING AND DEPLOYMENT**

38.1 The Licensee shall comply with any directions or codes of practice issued by URCA under section 40(1)(e) of the Communications Act concerning Facilities sharing.

38.2 Where URCA considers it necessary for the Licensee to share Infrastructure with Other Operators in designated areas in the national and/or public interest or otherwise, URCA shall inform the Licensee accordingly so that the Licensee can make the necessary arrangements before submitting its infrastructure sharing plans to URCA for approval. The Licensee shall share infrastructure whenever and wherever mandated by URCA in accordance with URCA's directions or codes of practice pursuant to Condition 38.1.

39 **CONDITIONAL ACCESS SYSTEMS**

The Licensee shall comply with any directions or codes of practice issued by URCA under section 40(1)(f) of the Communications Act concerning technical compatibility of and access to conditional access systems used in the provision of content.

40 **OBLIGATION TO PROVIDE ACCESS AND INTERCONNECT**

- 40.1 In accordance with section 40(1)(b) of the Communications Act, if so required by URCA the SMP Licensee shall develop and comply with any reference offer or reference offers, ensuring equivalence of Access and Interconnection levied by the SMP Licensee to any of those services and Facilities in which the Licensee has SMP at cost-oriented tariffs.
- 40.2 The terms, conditions and charges for Access and Interconnection must be no less favourable than those the SMP operator offers its own business unit, any of its Affiliates, or any Other Operator.
- 40.3 SMP Licensees shall unbundle distinct Access services and elements and corresponding charges sufficiently so that an Other Operator seeking Access need only pay for the specific services or elements it requires.
- 40.4 SMP Licensees shall unbundle distinct Interconnection services and elements and corresponding charges sufficiently so that an Other Operator seeking Interconnection need only pay for the specific services or elements it requires.
- 40.5 The SMP Licensee shall ensure that Interconnection is available at all exchanges or other relevant Network nodes, unless Interconnection at any point:
 - 40.5.1 is not feasible given the existing Network configuration; or
 - 40.5.2 would compromise the integrity or interoperability of an Electronic Communications system (whether the SMP Licensee's, Interconnection seeker's or a third party's system).

41 **ACCOUNTING SEPARATION**

- 41.1 If so determined by URCA, the SMP Licensee shall within the period specified by URCA:
 - 41.1.1 prepare and maintain accounting records in a form that enables the activities of any business unit specified by URCA to be separately identifiable,
 - 41.1.2 adopt a cost accounting system that estimates the cost of discrete elements of the retail and wholesale services on a relevant market basis and identifies the associated costs and revenues of providing those services it provides from time to time; and
 - 41.1.3 adopt a cost accounting system that identifies individual wholesale and retail services and their respective cost elements in sufficient detail to support development of cost-oriented retail and wholesale charges, including Access and Interconnection charges.
- 41.2 The SMP Licensee shall comply with the Regulatory And Other Measures in relation to the preparation and delivery of accounting statements.