

**LICENCE  
AND FREQUENCY AUTHORISATIONS**

**GRANTED BY THE COMMISSION UNDER THE  
TELECOMMUNICATIONS ACT, 2003**

**TO**

**Caribbean Cable Communications (Anguilla) Limited**

**FOR**

**THE ESTABLISHMENT AND OPERATION OF A  
FIXED PUBLIC TELECOMMUNICATIONS NETWORK**

**AND**

**THE PROVISION OF CERTAIN PUBLIC  
TELECOMMUNICATIONS SERVICES**

**AND**

**TO USE CERTAIN FREQUENCY BANDS**

**IN**

**ANGUILLA**

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**LICENCE TO OPERATE A DOMESTIC AND INTERNATIONAL FIXED  
PUBLIC TELECOMMUNICATIONS  
NETWORK AND TO PROVIDE CERTAIN PUBLIC TELECOMMUNICATIONS  
SERVICES, AND RELATED FREQUENCY AUTHORISATIONS**

**THE COMMISSION in accordance with the Telecommunications Act, 2003 hereby grants this Licence and these Frequency Authorisations to Caribbean Cable Communications (Anguilla) Limited to establish and operate a public telecommunications network, to provide public telecommunications services and to use certain frequency bands within Anguilla and to do all or any of the acts specified herein.**

**PART I – THE LICENCE AND AUTHORISATIONS**

**1. LICENCE AND AUTHORISATIONS**

1.1 This Licence and these Frequency Authorisations shall be known as the Caribbean Cable Communications (Anguilla) Limited Fixed Networks and Services Licence and Authorisations 2004.

**2. INTERPRETATION**

2.1 In this Licence and Authorisations:

- “Access Deficit Contributions”** means the payments, if any, as determined by the Commission, made by licensees to Cable & Wireless (West Indies) Limited to fund its access deficit;
- “Act”** means the Telecommunications Act, 2003;
- “Annual Frequency Authorisation Fee”** means the frequency authorisation fee payable by the Authorisation Holder to the Commission on each anniversary of the Effective Date;
- “Annual Licence Fee”** means the licence fee payable by the Licensee to the Commission on each anniversary of the Effective Date;
- “Authorisation Holder”** Caribbean Cable Communications (Anguilla) Limited

<b>“Authorisations”</b>	means these frequency authorisations together with Annex E;
<b>“Authorised Frequencies”</b>	means those frequency bands or other authorised uses of the spectrum set forth in Annex E;
<b>“Effective Date”</b>	means the date, below-inscribed, on which this Licence and these Authorisations are granted;
<b>“Government”</b>	means the Government of Anguilla;
<b>“Licence”</b>	means this Licence together with the Schedules and Annexes;
<b>“Licensed Area”</b>	means the territory of Anguilla;
<b>“Licensed Networks”</b>	means those telecommunications networks set forth in Annex B;
<b>“Licensed Services”</b>	means those telecommunications services set forth in Annex A;
<b>“Licensee”</b>	means Caribbean Cable Communications (Anguilla) Limited;
<b>“Quality of Service Obligations”</b>	means the quality of service obligations set out in Annex D;
<b>“Regulations”</b>	means regulations issued pursuant to section 52 of the Act and section 50 of the Public Utilities Commission Act, 2003;
<b>“Renewal Fee”</b>	means a fee payable by the Licensee on the renewal of this Licence and these Authorisations;
<b>“Universal Service Fund”</b>	means the fund established by the Commission to compensate licensees for carrying out the Universal Service Obligations;
<b>“Universal Service Obligations”</b>	means the obligation to provide universal service as set out in Part II, Clause 11 of this Licence and as set forth in Annex C.

2.2 Any word, phrase or expression used in this Licence and these Authorisations shall, unless the context requires otherwise, have the same meaning as it has in the Act and the Regulations.

2.3 Words importing the singular shall include the plural and vice versa.

### **3. SCOPE**

3.1 The Licensee is authorised to connect the Licensed Networks to:

- 3.1.1 any other telecommunications network operated under a licence granted by the Commission in accordance with the Act;
- 3.1.2 any telecommunications network outside the Licensed Area;
- 3.1.3 any earth-orbiting apparatus in accordance with applicable requirements; and
- 3.1.4 any terminal equipment approved for connection in accordance with section 33 of the Act.

3.2 The Licensee is hereby authorised to provide the Licensed Services by means of the Licensed Networks as follows:

- 3.2.1 The Licensee may construct domestic fixed public telecommunications networks and may provide domestic fixed public telecommunications services over such networks and the networks of other operators as of the Effective Date
  - 3.2.1.1 The Licensee shall commence the provision of domestic fixed public telecommunications services within the Licensed Area by no later than ninety (90) days after the Effective Date.
  - 3.2.1.2 Without limiting the generality of Clause 3.2.1.1, by no later than six (6) months after the Effective Date, the Licensee shall have constructed a fixed public telecommunications network that covers not less than 95% of the population of the Licensed Area and shall be able to provide fixed public telecommunications services to no less than 90% of the Licensed Area.
- 3.2.2 The Licensee may provide international public telecommunications services using the network of Cable & Wireless (West Indies) Limited..
- 3.2.3 The Licensee may construct an international public telecommunications network as of the Effective Date and may provide international public telecommunications services over such network and the networks of other operators as of the date of the commencement of Phase 3.



- 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.
- 3.4 In no event does this Licence grant any exclusive right to operate any telecommunications network or to provide any telecommunications service, nor does it convey any proprietary rights.
- 3.5 The Authorisation Holder is hereby authorised to use the Authorised Frequencies in accordance with the Act, the Regulations and the Telecommunications Code.
- 3.6 The Authorisation Holder shall have the exclusive use of the Authorised Frequencies for the term specified herein.
- 3.7 For avoidance of doubt, nothing in this Licence and these Authorisations grants to the Licensee and the Authorisation Holder the right to establish or operate any telecommunications network, provide any telecommunications service or use any frequency bands other than as set forth in the Act, the Regulations, the Telecommunications Code or this Licence and these Authorisations.

#### DURATION AND RENEWAL OF LICENCE

- 3.8 This Licence is granted for a term of ten (10) years, beginning on the Effective Date.
- 3.9 The Commission shall not give the notice permitted by section 15(d) of the Act and shall, notwithstanding that section, renew this Licence upon request by the Licensee for an additional term of ten (10) years, upon expiration of the ten (10)-year term specified in Clause 4.1, provided that none of the reasons set forth in section 15(a)-(c) of the Act would cause the Commission to refuse such request for renewal.
- 3.10 After the first ten (10)-year renewal term specified in Clause 4.2, the Licensee has the right, upon its request, to renew this Licence for successive ten (10)-year terms, provided that none of the reasons set forth in section 15(a)-(c) of the Act would cause the Commission to refuse such request for renewal and that the Commission has not notified the Licensee in writing at least three (3) years prior to the expiry date of any renewal term that this Licence is not to be renewed, provided further, that if the Licensee does not wish to renew the Licence, it shall notify the Commission by no later than three (3) years prior to such expiry date.

3.11 On granting a renewal of this Licence, the Commission may, in consultation with the Licensee, vary the terms of the Licence if the conditions then prevailing require such variation and it is reasonable to do so.

3.12 Renewal of this Licence shall not take effect until the Licensee has paid all Annual Licence Fees and the Renewal Fee, and any other fees owed under this Licence or the Act.

#### **4. DURATION AND RENEWAL OF FREQUENCY AUTHORISATIONS**

4.1 These Authorisations are granted for such terms as are set out on Annex E, beginning on the Effective Date.

4.2 The Commission shall renew each of these Authorisations, upon request by the Authorisation Holder, for a renewal term equal to the term for such Authorisation, as set out on Annex E, provided that none of the reasons set forth in section 15(a)-(c) of the Act would cause the Commission to refuse such request for renewal.

4.3 After the first renewal term specified in Clause 5.2, the Authorisation Holder has the right, upon its request, to renew these Authorisations for successive terms, provided that none of the reasons set forth in section 15(a)-(c) of the Act would cause the Commission to refuse such request for renewal and that the Commission has not notified the Licensee in writing at least three (3) years prior to the expiry date of any renewal term that this Licence is not to be renewed.

4.4 On granting a renewal of these Authorisations, the Commission may, in consultation with the Authorisation Holder, vary the terms of these Authorisations if the conditions then prevailing require such variation and it is reasonable to do so.

#### **5. ASSIGNMENT AND TRANSFER OF LICENCE AND AUTHORISATIONS**

5.1 The Licensee and the Authorisation Holder shall comply with section 5 and section 10 of the Act with respect to assignment, sale, transfer, charge or other disposition of a significant interest in the Licensee and the Authorisation Holder.

## **6. SUSPENSION, TERMINATION AND AMENDMENT OF THE LICENCE AND THE AUTHORISATIONS**

6.1 This Licence and these Authorisations are subject to suspension, termination and amendment according to sections 13 and 14 of the Act.

6.2 In deciding whether to suspend or terminate this Licence or any of these Authorisations, the Commission shall give the Licensee and the Authorisation Holder the opportunity to present its views, to remedy the breach of the provisions of the Act, the Regulations, the Telecommunications Code or the term or condition of this Licence or of any of these Authorisations as gave rise to the proposed suspension or termination or to submit to the Commission within such time as the Commission may specify a written statement of objections to the suspension or termination of this Licence or of any of these Authorisations, which the Commission shall take into account before reaching a decision on suspension or termination.

6.3 This Licence and any of these Authorisations may be amended for the reasons set forth in section 14(1) of the Act. Before amending this Licence or any of these Authorisations, the Commission shall give the Licensee or the Authorisation Holder the opportunity to present its views or to submit to the Commission within such time as the Commission may specify a written statement of objections to the amendment of this Licence or any of these Authorisations, which the Commission shall take into account before reaching a decision on amendment.

6.4 In the event of termination of either this Licence or of any of these Authorisations, other than by expiry of the terms set out in Clauses 4 and 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 Part 3 of the Act.

6.5 Subject to Clause 7.2, this Licence or any of these Authorisations may be terminated upon notice by the Commission to the Licensee or the Authorisation Holder:

- (a) if the Licensee or the Authorisation Holder is dissolved or goes into liquidation;

- (b) the Licensee or Authorisation Holder delegates its rights and obligations to another person, other than as permitted by this Licence or these Authorisations; or
- (c) where the Commission deems that there is, or is likely to be, a risk to national security or to do so is essential to the public interest.

6.6 Subject to Clause 7.2, none of these Authorisations shall authorise the use of any frequency band that the Authorisation Holder ceases to use.

6.7 Except as provided in the Act and the Emergency Powers Act or any similar legislation, in the case of a termination of this Licence or any of these Authorisations pursuant to this Clause 7, no compensation is owed or shall be paid to the Licensee or the Authorisation Holder by the Government.

## **7. SUBCONTRACTING**

7.1 The Licensee may employ one or more subcontractors to install and maintain, but not to operate or provide, some or all of the Licensed Networks or the Licensed Services.

7.2 Any subcontract shall provide that the subcontractor agree to comply with the terms and conditions of this Licence, the Telecommunications Code, the Regulations and the Act.

7.3 Use of a subcontractor shall not relieve the Licensee or the Authorisation Holder of any of its obligations under this Licence or these Authorisations.

## **PART II – CONDITIONS OF LICENCE AND AUTHORISATIONS**

### **1. LICENCE AND AUTHORISATIONS FEES AND MONIES OWED**

1.1 The Licensee and the Authorisation Holder shall pay all fees charges pursuant to section 48 of the Act.

1.2 If the Licensee or the Authorisation Holder owes money to the Government in relation to fees payable in respect of this Licence or these Authorisations, including such amounts that the Licensee is obligated to pay annually (including interest) the Licensee and the Authorisation Holder shall be in breach of the Licence and these Authorisations in the event that the Licensee or the Authorisation Holder fails to pay that money within ninety (90) days after receiving a written notice from the Commission indicating that payment is due.

### **2. EMERGENCIES**

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

2.2 In the event of a public emergency, the Governor may require the Licensee to provide free of charge to the Government or to any other person specific telecommunications services as the Governor reasonably determines are necessary in the public interest, and the Licensee shall have such other rights and obligations as are set out in section 54 of the Act. If such public emergency shall last for more than thirty (30) days and if Licensee is required to continue providing such telecommunications services beyond such thirty (30)-day period, then Licensee may seek compensation from the Governor for services provided beyond such period.

### **3. UNIVERSAL SERVICE**

3.1 The Licensee shall fulfill the Universal Service Obligations.

3.2 If the Commission determines to establish a Universal Service Fund, the Licensee shall make any and all payments to such Universal Service Fund in a manner determined by the Commission.

3.3 If the Commission determines that there are Access Deficit Contributions, the Licensee shall make any and all payments for such Access Deficit Contributions in a manner determined by the Commission.

3.4 Prior to suspending, withdrawing or terminating the offering of any Licensed Service determined by the Act or the Commission to be subject to the Universal Service Obligations, the Licensee shall first obtain the written approval of the Commission.

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

4.1 The Licensee shall, in accordance with the Act, 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.

4.1.1 The Licensee shall provide (directly or indirectly), free of charge to all users 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.

4.1.2 Notwithstanding Clause 12.1.1, the Licensee may also publish yellow pages, business directories or other specialised directories, and may charge for listings and any paid advertisements therein

4.1.3 Nothing in this Clause 12.1 prevents the Licensee from charging users for accessing directory assistance service as permitted by the Commission.

4.2 The Licensee shall meet the Quality of Service Obligations set out in Annex D and a failure to meet such Quality of Obligations shall be regarded as a breach of this Licence and be subject to Clause 22 hereof.

4.3 The Licensee shall develop, implement and publish procedures for responding to complaints from and disputes with users related to the quality of any Licensed Services, to statements of charges and to prices, and Licensee shall respond quickly and adequately to any complaints but, in no event, by later than one (1) month after the filing of such complaint with the Licensee.

- 4.4 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.
- 4.5 The Licensee shall, no later than three (3) months after the Effective Date, submit to the Commission, for its approval, 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, for its approval, all forms of standard customer agreements for the provision of Licensed Services. If the Commission has not disapproved any such agreements within sixty (60) days after they have been submitted by the Licensee, then the Commission shall be deemed to have approved such agreements. 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 after the date on which the Act comes into force.
- 4.6 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.
- 4.7 In addition to its obligations under Clause 12.5, the Licensee may from time to time modify its standard customer agreements and shall notify the Commission and users of such modification.
- 4.8 The standard customer agreements and any modifications made under Clause 12.7 shall be compliant with the Act and any other applicable laws. In the event that the standard customer agreements or modifications do not comply with the Act 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 12.7, and shall not have retroactive effect.
- 4.9 Prices charged by the Licensee to users of Licensed Services shall be set in accordance with the Telecommunications Pricing Regulations or such other mechanism as the Commission shall establish for any Licensed Services as to which the Commission has determined that the Licensee is dominant 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 12.9, rates that are set in accordance with the

Telecommunications Pricing Regulations are presumed, subject to a Commission determination to the contrary, to be fair and reasonable.

4.10 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.

4.10.1 Prices published by the Licensee for Licensed Services shall take effect immediately upon such date as the Licensee shall specify.

4.10.2 Notwithstanding Clause 12.10.1, the Commission may suspend the effectiveness of any prices if it finds that they are not fair or unreasonable, or discriminate unduly among similarly situated persons, or are otherwise in violation of this Licence, the Telecommunications Code, the Regulations or the Act.

4.10.3 As the Commission may prescribe, the Licensee shall refund any excess interim charges for Licensed Services as to which the prices are determined by the Commission to violate this Licence, the Telecommunications Code, the Regulations or the Act.

4.11 The Licensee shall not require residential and small business subscribers to deposit as security an amount of money in excess of two month's service and shall accrue annual interest on any such deposit at the average rate of the two largest commercial banks with branches in Anguilla. Upon termination of service, the Licensee shall within 120 days refund to any such subscriber all monies deposited, including all accrued interest, less any monies owed by the subscriber for unpaid bills.

## **5. NUMBERING**

5.1 The Licensee shall operate its Licensed Networks and provide its Licensed Services in accordance with the numbering plan established pursuant to section 31 of the Act.

5.2 The Licensee shall be entitled to use numbers that it has been authorised to use as of the Effective Date, subject to any changes required, in accordance with such numbering plan.

5.3 When required to do so by the Commission, the Licensee shall provide number portability in accordance with the requirements specified by the Commission.



## **6. NON-DISCRIMINATION AND FAIR TRADING**

- 6.1 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 14 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 Anguilla, provided that, Licensee must make wholesale rates based on such favorable rates available to other providers of telecommunications services in Anguilla on a non-discriminatory basis.
- 6.2 In providing the Licensed Services and transmitting communications, the Licensee shall not discriminate unduly as between similar types of users and shall offer the Licensed Services on the same terms and conditions to similar types of users.
- 6.3 The Licensee shall permit the resale of its Licensed Services to the extent required by the Act by not imposing unreasonable or discriminatory conditions or limitations on such resale.
- 6.4 The Licensee shall permit the attachment to its Licensed Networks of, and shall not discriminate against any user using, terminal equipment that is not sold or leased by the Licensee, provided that any such terminal equipment is of a type approved pursuant to section 33 of the Act.
- 6.5 The Licensee shall not engage in anti-competitive pricing and other related practices or any other activities, whether by act or omission, which have, or are intended to or likely to have, the effect of unfairly preventing, restricting or distorting competition in any market for the Licensed Services, as may be further specified in Regulations and, in particular, the Licensee shall refrain from using revenues or resources from a Licensed Network or Licensed Service in respect of which the Licensee is dominant to cross-subsidise unfairly any other telecommunications network or telecommunications service, without the prior written approval of the Commission.
- 6.6 Without limiting the generality of Clause 14.5 above, any such act or omission shall include:
- 6.6.1 any abuse by the Licensee, either independently or with others, of a dominant position; or

6.6.2 entering into any contract or engaging in any concerted practice with any other party;

where the effect of the conduct defined in Clauses 14.6.1 and 14.6.2 is, or is likely to be, a substantial lessening of competition in the market of or for any telecommunications network or telecommunications service.

6.7 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.

6.7.1 Prior to sharing any such information with an affiliated entity that intends to provide a telecommunications service to such user, the Licensee shall obtain the user's knowing consent in the form of notice. Subject to obtaining the user's knowing consent, if the Licensee shares such information with an affiliated entity, it shall, upon request, provide such information to other providers of telecommunications services.

6.7.2 Neither the Licensee nor any affiliate of the Licensee may use usage patterns or other similar information obtained by or about a user, and to which only the Licensee (or such affiliate) has access by virtue of the provision of a telecommunications service for which the Licensee is dominant, to specifically target users in connection with marketing another telecommunications service.

6.7.3 Subject to Clause 14.7.1, the Licensee may use credit history or other similar information regarding a consumer and may share such credit history or other information with its affiliates or other providers of telecommunications services.

6.7.4 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 or subscription fee, and any applicable connection or reconnection charges; 2) domestic calls terminating on a fixed line network, including calls to an Internet service provider; and 3) among all

other telecommunications services proportionately to the amounts owed for such telecommunications services, including any tax relating thereto.

6.7.5 Nothing in this Clause 14.7 prevents the Licensee from marketing bundled offerings of telecommunications services to a user based on the Licensee's revenues from, or the Licensee's traffic volumes generated by, such user, provided that any such services shall also be provided on a stand-alone basis.

6.8 Upon request, the Licensee shall make available, on a non-discriminatory basis, which may include a reasonable charge, directories or other non-confidential subscriber-related information to other persons for purposes of providing directories to their customers.

6.9 The Licensee shall account for costs and keep such books of accounts and, where Regulations or the Telecommunications Code prescribe the manner in which such books are to be kept, shall keep such books of accounts in accordance with such Regulations or the Telecommunications Code.

6.10 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 terminal equipment attached to any Licensed Network in contravention of section 33 of the Act, 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 (for example, to prevent fraudulent usage of such service), provided that such terms do not incorporate matters that are the subject of any Regulation or prevent persons from submitting disputes to the Commission pursuant to the Act and, if a user timely submits a dispute over such impairment or termination to the Commission, then the Licensee shall refrain from impairing or terminating the telecommunications service except as may be authorised by the Commission. Any breach of this provision shall result in such penalties as the Commission may impose

## **7. INTERCONNECTION**

7.1 The Licensee shall, with respect to interconnection, comply with the provisions of section 17(1), (2) and (3) of the Act, the Regulations and the Telecommunications Code.

## **8. ACCESS TO FACILITIES**

8.1 The Licensee shall provide other operators with access to facilities that it owns or controls in accordance with section 18 of the Act.

8.2 The Licensee shall negotiate access to its facilities with other operators and public utilities on a non-discriminatory and equitable basis.

8.3 The Licensee may deny access to a facility only where it demonstrates that there is insufficient capacity in such facility, taking into account its reasonably anticipated requirements, for reasons of safety, security, reliability or difficulty of a technical or engineering nature.

## **9. INFORMATION REQUIREMENTS**

9.1 The Licensee shall provide the Commission with any relevant agreements (including agreements with any body corporate affiliated with the Licensee) and 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 Act.

9.1.1 Without limiting the generality of Clause 17.1, the Licensee shall provide to the Commission annually a final audited profit and loss and balance sheet, and rates of depreciation, in accordance with the Regulations and the Telecommunications Code, which information shall be kept confidential by the Commission.

9.1.2 Without limiting the generality of Clause 17.1, the Licensee shall provide to the Commission annually a report on its quality of service, as measured against the quality of service indicators specified by the Commission in the Telecommunications Code.

9.2 The Licensee shall, within one (1) year after the Effective Date and in consultation with the Commission, adopt a cost accounting plan to ascertain the costs of individual elements of the Licensed Networks and the costs of providing

components of its Licensed Services. The Licensee shall use such information to develop prices or offer interconnection, where required by this Licence, the Telecommunications Code, the Regulations or the Act.

## **10. PRIVACY AND CONFIDENTIALITY**

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

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

10.1.2 any information regarding usage of a Licensed Network or a Licensed Service; or

10.1.3 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.

10.2 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 of the Licensed Networks or the Licensed Services.

10.3 The Licensee shall establish and implement procedures for maintaining the confidentiality of information subject to this Clause 18.

## **11. RIGHTS OF ACCESS**

11.1 The Licensee may install and maintain the facilities and carry out road works as specified in section 21 of the Act.

11.2 In carrying out road works, the Licensee is obligated to repair any damage to utility installations in accordance with section 22 of the Act

11.3 In the course of surveying land to determine its suitability for the establishment or operation of any facility of the Licensee, the Licensee may, by its officers or

agents duly authorised in writing and on production of the authority, have access to lands in accordance with section 23 of the Act.

11.4 The Licensee may install and maintain facilities on private land or buildings in connection with its Licensed Networks in accordance with section 24 of the Act, and in the event of any damage to land or buildings or any dispute with any person in connection therewith, the Licensee agrees that such matter shall be referred to the Commission for resolution.

11.5 The Licensee shall continue to have such rights of way to roads or other public grounds to operate the Licensed Networks as it has as of the Effective Date.

## **12. COMMITMENTS AND UNDERTAKINGS IN APPLICATION**

12.1 Without limiting any other obligation set forth in the Act, the Regulations or this Licence, the Licensee is obligated to perform all of the commitments and undertakings set out in the application for provision of Public Telecommunications Services the Licensee has submitted , and all such commitments and undertakings are expressly made a part of and are incorporated into this License.

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

13.1 The Licensee and the Authorisation Holder shall not be in breach of this Licence and these Authorisations, if and to the extent that it is prevented from fulfilling its obligations by reason of force majeure.

13.2 If, at any time, the Licensee anticipates that any Licensed Service will become, or a Licensed Service becomes, interrupted for any significant period, the Licensee shall give notice to 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.

13.3 During any period of force majeure or service interruption for a significant period, the Licensee shall not charge any affected user for any service affected and shall use its best endeavours to restore any affected Licensed Service as soon as reasonably practicable.

13.4 The Licensee shall, in consultation with the Commission, other operators and service providers and with public utilities, establish a recovery plan to operate Licensed Networks and provide Licensed Services in cases of force majeure and where there is serious and substantial interruption in the provision of the Licensed Services.

#### **14. COMPLIANCE AND DISPUTES**

14.1 The Licensee and the Authorisation Holder shall comply with the ITU Treaties, other applicable international agreements or acts, regulations, directions, orders and recommendations, including but not limited to the Act, and shall comply with the directions, orders and recommendations issued by the Commission.

14.2 The Commission may, where the Licensee or the Authorisation Holder has violated any provision of this Act, the Regulations or the Telecommunications Code or has breached any condition in this Licence and Authorisations, take any action authorised by section 40(2) of the Act.

14.3 Notwithstanding Clause 22.2, in addition to the actions described therein, in the case where the Licensee has not satisfied its Quality of Service Obligations, the Commission may require that the Licensee shall compensate any users adversely affected thereby.

14.4 Any disputes that may arise in connection with this Licence or these Authorisations or the interpretation thereof are subject to resolution by the Commission pursuant to Part 5 of the Public Utilities Commission Act, 2003.

#### **15. NOTICES**

15.1 Any notices or consents to be given to the Licensee or Authorisation Holder shall be delivered by registered letter or personal delivery to:

Caribbean Cable Communications (Anguilla) Limited  
Edwin Wallace Rey Drive,  
P. O. Box 336  
George Hill, Anguilla

15.2 Any notices or consents to be given to the Commission shall be delivered by registered letter or personal delivery to:

Public Utilities Commission  
P.O. Box 1400  
The Valley, Anguilla

**GRANTED BY THE COMMISSION at The Valley, Anguilla, on this 14 day of December 2004.**

A handwritten signature in cursive script, appearing to read "William A. H. H. H.", written in dark ink.

[Chairman, Public Utilities Commission]



## **SCHEDULE 1**

### **DOMINANT OPERATORS AND SERVICE PROVIDERS**

#### **16. GENERAL PROVISION**

16.1 With respect to any Licensed Services and Licensed Networks for the provision or operation of which the Licensee has been classified as dominant, as indicated on Annexes A and B, the Licensee shall, as determined by the Commission, comply with the provisions of this Schedule 1.

16.2 For the purposes of this Licence, the Licensee shall be considered as being dominant or having a dominant position if the Commission has designated the Licensee as dominant in accordance with section 17(6) of the Act.

16.3 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 and this Schedule 1 will thereafter no longer be applicable thereto.

#### **17. INTERCONNECTION**

17.1 The Licensee shall comply with Regulations with respect to the offering of interconnection on a cost-oriented basis if and as the Commission may prescribe.

17.2 The Licensee shall publish the prices, technical, commercial and other terms and conditions pertaining to its reference offer for elements of interconnection within thirty (30) days of the Effective Date, and otherwise as the Commission may prescribe.

17.3 The Licensee shall permit other operators and service providers to have equal access to operator services, directory assistance and directory listing without unreasonable delay, for a reasonable fee, in accordance with the requirements specified by the Commission.

17.4 The Licensee shall provide dialing parity to other operators and service providers in accordance with requirements specified by the Commission.

**18. PRICE REGULATION**

18.1 The charges made by the Licensee to any user for the provision of Licensed Services for the provision of which Licensee has been classified as dominant shall be set by the Licensee in accordance with the Telecommunications Pricing Regulations or such other price control mechanism as the Commission shall establish.

**19. PROVISION OF INFORMATION**

19.1 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 operators of telecommunications networks or providers of telecommunications services, such technical information as the Commission may determine regarding such Licensed Network, including planned deployment of equipment, and other information relevant to such other operator's or service provider's network or services.

## ANNEX A

### LICENSED SERVICES

1.1 (a) As of the Effective Date, all domestic fixed telecommunications services that require a licence under the Act and without regard to whether such services are dedicated or switched (whether packet- or circuit-switched), , all international telecommunications services that require a licence under the Act, provided that the Licensee uses the international network of Cable & Wireless (West Indies) Limited to provide such services, and (c) as of the date on which Phase 3 of the Transition Timetable has commenced, all international telecommunications services that require a licence under the Act over the Licensed Networks or the telecommunications networks of other operators, including, but not limited to:

1.1.1 Domestic and international public telephone services, including digital fixed 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.

1.1.2 Domestic and international data services (including leased lines, paging, frame relay and virtual private network services).

1.1.3 Domestic and international text (including telex and telegram) transmission services.

1.14 Any present or future modifications, upgrades or enhancements to telecommunications services included in this Clause 1.1.

1.2 For purposes of this Licence, the Licensee is classified as dominant with respect to at least the following telecommunications services in Anguilla:

1.2.1

None.

1.3 Nothing in this Annex A shall prevent the Licensee from applying, pursuant to Clause 1.3 of Schedule 1, to have the Commission determine that the Licensee is not dominant in one or more geographic or service markets in which the Licensee provides the services listed in Clause 1.2 of this Annex A.

## **ANNEX B**

### **LICENSED NETWORKS**

1.1 As of the Effective Date, domestic and international fixed public telecommunications networks to provide any of the telecommunications services listed on Annex A, whether using switched or packet technologies.

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:

1.2.1 new wireless loops that connect to such networks;

1.2.2 replacement of components of such networks; and

1.2.3 upgrading or constructing new transmission towers, poles, ducts and other associated facilities.

1.3 For avoidance of doubt, nothing in this Licence grants the Licensee the right to use spectrum other than the frequencies set out in Annex E without having first obtained a frequency authorisation granted in accordance with the Act.

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 Act) the Licensee must comply with any applicable enactments and obtain all required permissions and approvals.

1.5 For purposes of this Licence, the Licensee is dominant with respect to the following telecommunications networks in Anguilla:

1.5.1 None

1.6 Nothing in this Annex B shall prevent the Licensee from applying, pursuant to Clause 1.3 of Schedule 1, to have the Commission determine that the Licensee is not dominant in one or more geographic or service markets in which the Licensee operates the networks listed in Clause 1.1 of this Annex B.

## **ANNEX C**

### **UNIVERSAL SERVICE OBLIGATIONS**

#### **GENERAL PROVISIONS**

1.1. For purposes of this Annex C, “US Regulations” shall refer to the “Universal Service and Public Telecommunications Regulations” as they may be amended from time.

1.2 The Licensee is subject to the US Regulations.

#### **DESIGNATION AS SPECIFIED PROVIDER**

2.1 The Licensee is not, as of the Effective Date, designated as a specified provider of any universal service.

2.2 Notwithstanding Clause 2.1, the Commission may designate the Licensee as a specified provider of one or more universal services.

#### **PUBLIC TELECOMMUNICATIONS SERVICES**

3.1 Nothing in this Annex C shall relieve the Licensee of its obligations under the Act, Part 5 of the US Regulations, the Telecommunications Code or as otherwise provided in this Licence.

## **ANNEX D**

### **QUALITY OF SERVICE OBLIGATIONS**

The Quality of Service Obligations of the Licensee are set out in section 20 of the “Universal Service and Public Telecommunications Regulations” as they may be amended from time.

**ANNEX E**

**AUTHORISED FREQUENCIES**

FREQUENCY	TYPE OF SERVICE	TERM AND EXPIRATION DATE
13 GHz (50Mhz bandwidth)	Radio Link (George Hill, Anguilla to Pic Paradis, St. Martin)	Expires 10 years after Effective Date