



General Class Licence

for a

Telecommunications System

JERSEY COMPETITION REGULATORY AUTHORITY

General Class Licence

under

THE TELECOMMUNICATIONS (JERSEY) LAW, 2002

The JCRA, in exercise of the powers conferred on it by the Telecommunications (Jersey) Law, 2002, grants to the Provider or User a Licence to provide, install, maintain and operate the Licensed Telecommunications Service or Telecommunications Apparatus within the Bailiwick of Jersey and subject to the Conditions, all lawful directions of the JCRA and all applicable laws, rules, regulations, ordinances and orders of the States of Jersey.

DATED 11 September 2004



SIGNED

Executive Director, JCRA

CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 A word or expression that is used in the Licence and the Conditions and is also used in the Telecommunications (Jersey) Law, 2002, has, except where the context otherwise requires, the same meaning in the Licence and the Conditions that it has in the relevant Law. In addition, the expressions set out below have the meanings given to them below:

“**Access**”: means the ability to obtain a required service, facility or function;

“**Alarm System**”: means a system for detecting fire, intrusion or other predefined conditions in relation to a building or premises and connected to a central location operated by the Provider or User;

“**Associated Company**”: means a company that is an ‘associated company’ of the Provider where one of the two has control of the other, or both are under the control of the same person or persons;

“**BABT**”: means the British Approvals Board for Telecommunications;

“**BSI**”: means the British Standards Institute;

“**General Class Licence**”: means this Licence;

“**Community Distribution System**”: means a system operated via cable or wireless for the unidirectional distribution of radio or television broadcast programmes or multimedia content to a community of Users within a building or premises and received via a single reception system;

“**Conditions**”: means Conditions 1 through 11 of this Licence, as may be amended, revoked or added to by the JCRA from time to time;

“**Direction**”: means a written statement issued by the JCRA with which a Provider or User must comply;

“**ETSI**”: means the European Telecommunications Standards Institute;

“**ITU**”: means the International Telecommunications Union;

“**ISVR**”: means International Simple Voice Resale; the conveyance of telephone messages via a switch that is not located in the Bailiwick of Jersey and accessed by means of dialled Numbers from a telephone located in the Bailiwick of Jersey;

“**JCRA**”: means the Jersey Competition Regulatory Authority;

“**LAN**”: means a data communications system that (a) lies within a limited spatial area, (b) has a specific user group, (c) has a specific topology, and (d) is not a public switched telecommunications network, but may be connected to one;

“Licence”: means this licence to provide, install, maintain and operate the Licenced Telecommunications Service or Telecommunications Apparatus, subject to the Conditions;

“Licence Commencement Date”: means the date on which this Licence is signed by the JCRA;

“Licensed Telecommunication System”: means the system for the conveyance of messages through the agency of energy which the Provider or User is authorised to establish, operate and maintain in the Bailiwick of Jersey;

“Modem”: means a device for modulating and demodulating signals for transmitting, receiving, or transmitting and receiving data;

“Network”: means a set of interconnected devices across which a telecommunicated message can be passed;

“Numbers”: means the formats of codes and subscriber numbers for routing telecommunications services to a network termination point, user, telecommunications equipment or customer premises equipment in the Bailiwick of Jersey, which formats are allocated by the JCRA or by the UK’s Director General of Telecommunications appointed under the Telecommunications Act;

“Private Mobile Radio”: means a private radio system, not connected to the PSTN, which allows users to have voice communication from mobile to mobile, mobile to base or base to mobile within the Bailiwick of Jersey;

“Provider”: means a person who installs or controls a Telecommunications Service or a Telecommunications System and who may or may not be the User;

“PSTN”: means Public Switched Telephone Network;

“Radio Alarm”: means a radio system designed for the sole purpose of sending non-verbal signals to a receiving device to raise an alarm or summon assistance;

“Radiocommunications Agency”: means the UK Radiocommunications agency or its successors;

“Radio Controlled Device”: means a device whose motion or function is controlled by non-verbal radio signals

“System”: means, in this document, a device for the origin and completion of telecommunicated messages;

“Telecommunications Apparatus”: means apparatus defined in the appendix of this licence;

“Telecommunications (Jersey) Law”: means the Telecommunications (Jersey) Law, 2002;

“Telecommunication Services”: means the provision of any Telecommunication Services to the public;

“Term”: means, subject to Condition 8, a period of 15 years;

“Terminal”: means a device capable of sending, receiving, or sending and receiving information over a network;

“User”: means a person, organization or other entity that is a consumer of Telecommunication Services;

“VSAT”: means Very Small Aperture Terminal, an earthbound receiver used to receive a telecommunicated message;

“VSAT Services”: means the distribution of unidirectional telecommunicated messages received via a VSAT Terminal;

“Wireless LAN”: means a LAN utilising infrared or radio spectrum, allocated for the purpose by the UK Radiocommunications Agency or its successors.

1.2 In the Licence and these Conditions, unless the context indicates a contrary intention:

- (a) references to Conditions, paragraphs and subparagraphs are to Conditions, paragraphs and subparagraphs of the Conditions, as varied from time to time in accordance with the Conditions;
- (b) a document will be incorporated into and form part of the Conditions if it is referred to in the Conditions, and reference to such a document is to that document as varied from time to time;
- (c) headings used for conditions, paragraphs and subparagraphs are for ease of reference only and will not affect the interpretation of the Conditions;
- (d) references to any law, rule, regulation, ordinance, order or other legal instrument includes any modification, re-enactment or legislative provisions substituted for the same;
- (e) use of the word “includes” or “including” should be construed as being without limitation; and
- (f) the masculine gender shall include the feminine and neuter, and the singular shall include the plural, and vice versa, and words importing persons shall include firms or companies.

PART I: ESTABLISHMENT AND ENFORCEMENT

2. SCOPE OF THE LICENCE

- 2.1 Whereas the Telecommunications (Jersey) Law, 2002 requires that a person shall not run part or all of a telecommunications system except under a licence in force in respect of his running of the system.
- 2.2 Whereas the JCRA is the competent authority for licensing telecommunications under the Telecommunications (Jersey) Law, 2002.
- 2.3 Whereas it is the legal duty of the JCRA to perform its functions under the Telecommunications (Jersey) Law, 2002 in such a manner as it considers is best calculated to ensure that (so far as in its view is reasonably practicable) such Telecommunications Services or Telecommunications Apparatus are provided, both within Jersey and between Jersey and the rest of the world, as satisfy all current and prospective demands for them, wherever arising.
- 2.4 Whereas the Board of the JCRA believes that it is desirable to permit certain services to be provided by Class Licence.
- 2.5 This Licence authorises the Provider or User of a Telecommunications Service or Telecommunications Apparatus to supply, install, maintain and operate a Telecommunications Service or Telecommunications Apparatus listed in Appendix A which may be amended, added to or subtracted from at the discretion of the JCRA.

3. PROVISION OF INFORMATION

- 3.1 For the purpose of monitoring the Provider's or User's compliance with the Conditions and the Laws, the Provider or User shall provide to the JCRA in the manner and at the times required by the JCRA, any documents, accounts, returns, estimates, reports or other information (whether financial, operational, technical or otherwise) including but not limited to the documents, accounts, returns, estimates, reports and other information specified in this Licence.
- 3.2 The Provider or User shall bear all reasonable costs associated with any examination, investigation or audit conducted under this Condition.
- 3.3 The Provider or User shall in all cases provide to the JCRA the following:
 - (a) the name of the Provider or User
 - (b) the address of the Provider's or User's registered office or residence
 - (c) particulars of the types of Telecommunication Services to be supplied and operated by the Provider or User.

4. COMPLIANCE

- 4.1 In addition to the Conditions, the Provider or User shall comply with:
- (a) any obligation imposed on it by the Laws or by any law, regulation, rule ordinance or order; and
 - (b) any direction duly issued by the JCRA under the Laws or by any law, regulation, rule, ordinance or order of the States of Jersey or this Licence.

5. MODIFICATION

- 5.1 The JCRA may from time to time modify, delete or add to any condition in this Licence or Appendix. Any modification, deletion or addition to the Conditions shall be made in accordance with Article 18 of the Telecommunications (Jersey) Law and any other requirements under any applicable Law.

6. ENFORCEMENT AND REVOCATION

- 6.1 The JCRA may at any time revoke this Licence in accordance with the provisions and procedures set out in Articles 19 and 20 of the Telecommunications (Jersey) Law. The JCRA may also take any action to enforce any Condition of this Licence in accordance with Article 19 of the Telecommunications (Jersey) Law or any direction issued relating to this Licence.

7. EXCEPTIONS AND LIMITATIONS ON THE PROVIDER'S OR USER'S OBLIGATIONS

- 7.1 If the Provider or User is prevented from performing any of its obligations under this Licence because of force majeure:
- (a) the Provider or User shall notify the JCRA of those obligations it is prevented from performing and the reason why as soon as reasonably practicable; and
 - (b) the JCRA may suspend those obligations and the Provider or User will not be liable to perform those obligations, for so long as the force majeure continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this Licence or other reasonable precautions and the inability cannot reasonably be circumvented by the Provider or User at its

expense through the use of alternate sources, work-around plans or other means.

8. TERM AND RENEWAL

- 8.1 The Licence commences on the Licence Commencement Date and continues, subject to the Provider's or User's compliance with the Conditions and the Laws and subject to any revocation or suspension by the JCRA, for the Term.

PART II: CONDITIONS APPLICABLE TO ALL PROVIDERS OR USERS

9. APPARATUS STANDARDS

- 9.1 All Telecommunications Apparatus connected to a Licenced Telecommunications System shall meet the standards of BABT and BSI and, as appropriate, operate within the radio spectrum defined for the use in the Bailiwick of Jersey by the UK Radiocommunications Agency, or its successors.

10. MISUSE OF DATA

- 10.1 The provider shall not make use of customer information or profiles or any other data of any nature which become available to it directly or indirectly as a result of the execution of duties under this Licence, in any way which, in the reasonable opinion of the JCRA, would unduly prefer the interests of any business carried on by the provider or an Associated Company of the provider, or place other providers under this Licence at an unfair disadvantage.

PART III PUBLIC SERVICE CONDITIONS

11. CONSUMER PROTECTION

- 11.1 The Provider shall, as appropriate and in the manner and at the times specified by the JCRA, publish the standard terms and conditions, prices and tariffs to its customers. In the absence of any other direction from the JCRA, the Provider shall ensure that a current statement of all applicable terms and conditions is promptly made available for inspection at the request of any User or customer or promptly sent to them by post on request.

APPENDIX A

SCHEDULE OF APPARATUS OR SERVICES COVERED BY THIS LICENCE

This list may be modified, added to or subtracted from at any time at the discretion of the JCRA.

- (a) Telephones connected to the PSTN or a private network;
- (b) Cordless telephones connected to the PSTN or a private network using spectrum allocated for the purpose by the UK Radiocommunications Agency or its successors;
- (c) Mobile telephones connected to a public mobile network;
- (d) Loudspeaking telephones connected to the PSTN or a private network;
- (e) Answering machines connected to the PSTN or a private network;
- (f) Fax machines connected to the PSTN or a private network;
- (g) Calling Line Indicator apparatus connected to the PSTN or a private network;
- (h) Telephones operated by means of a coin or token where provided for the use of third parties on private premises;
- (i) PABX's connected to the PSTN;
- (j) Private telephone exchanges and keysystems not connected to the PSTN but providing a service to a third party;
- (k) Keysystems connected directly to the PSTN or to a PABX connected to the PSTN;
- (l) Wireless LAN equipment operating in the infrared (IR) spectrum or Licence free spectrum allocated for the purpose by the UK Radiocommunications Agency or its successors;
- (m) Telex transmitter and receiver devices;
- (n) Wireless loop hearing aid systems designed for the sole purpose of producing a signal for reception by a hearing aid;

- (o) Radio microphones using spectrum allocated for the use by the UK Radiocommunications Agency or its successors;
- (p) Unidirectional wireless paging systems using spectrum allocated for the purpose by the UK Radiocommunications Agency or its successors;
- (q) Community Distribution System;
- (r) Alarm Systems;
- (s) VSAT Services;
- (t) ISVR retail telecommunications services by means of a prepaid token to access a Licensed Telecommunications System;
- (u) Modems;
- (v) Data networks connected to the internet;
- (w) Point to point private circuits;
- (x) Citizen Band Radio stations and repeaters using spectrum allocated for the purpose by the UK Radiocommunications Agency or its successors;
- (y) Radio Controlled Devices using spectrum allocated for the purpose by the UK Radiocommunications Agency or its successors;
- (z) Private Mobile Radio using spectrum allocated for the purpose by the UK Radiocommunications Agency or its successors;
- (aa) Radio Alarms using spectrum allocated for the purpose by the UK Radiocommunications Agency or its successors.