

TELECOMMUNICATIONS (JERSEY) LAW 2002

INTERACTIVE ONLINE LIMITED

INITIAL NOTICE

CICRA 13/42

The Jersey Competition Regulatory Authority (JCRA), having received an application from Interactive Online Limited to run a telecommunication system in Jersey and in exercise of its powers under Article 14 of the Telecommunications (Jersey) Law 2002, intends to grant a Class I licence to Interactive Online Limited. The proposed conditions of this licence are attached to this Notice.

The JCRA is of the opinion that the grant of this licence will help to ensure that telecommunications services are provided, both within Jersey and between Jersey and the rest of the world, as satisfy all current and prospective demands for them, and will protect and further the short-term and long-term interests of users within Jersey of telecommunication services and apparatus, in part by promoting competition among persons engaged in commercial activities connected with telecommunications in Jersey.

Copies of the licence and this notice are available for inspection at the offices of the Channel Islands Competition and Regulatory Authorities (CICRA) at 2nd Floor, Salisbury House, 1-9 Union Street, St Helier, Jersey, JE2 3RF, between the hours of 9.00 am and 5.00 pm Monday to Friday.

It is intended that the licence will be granted on 29 October 2013.

Written representations or objections to the exercise of these specified regulatory functions may be made by letter and delivered to 2nd Floor, Salisbury House, 1-9 Union Street, St Helier, Jersey, JE2 3RF or by e-mail to info@icra.je on or before midnight on 28 October 2013.

30 September 2013

By Order of the Board of the JCRA



Telecommunications Licence Conditions

for

Interactive Online Limited

Jersey Competition Regulatory Authority
2nd Floor Salisbury House, 1-9 Union Street, St Helier, Jersey, JE2 3RF
Tel 01534 514990 Web: www.cicra.je

JERSEY COMPETITION REGULATORY AUTHORITY

**Class I Licence issued to
Interactive Online Limited**

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 Licensee a Licence to establish, operate and maintain the Licensed Telecommunications System and provide Telecommunications Services (as these terms are defined in the Conditions of this Licence), within, to and from The Bailiwick of Jersey and subject to the Conditions, all lawful directions of the JCRA and all applicable laws, rules, regulations and ordinances of the States of Jersey.

DATED **XX October 2013**

SIGNED **Andrew Riseley
Chief Executive**

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 that Law. In addition, the expressions set out below have the meanings given to them below:

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

“**Conditions**”: means Conditions 1 through 18 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 licensee must comply;

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

“**Licence**”: means this licence to run a Telecommunications System, subject to the Conditions;

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

“**Licence Fee**”: means the fee prescribed by the JCRA under Article 17 of the Telecommunications (Jersey) Law and payable by the Licensee;

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

“**Licensee**”: means Interactive Online Limited;

“**Mobile Telecommunications Service**”: means the system for conveyance of messages or data through a wireless network which may also be interconnected with the Public Switched Telephone Network;

“**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 Ofcom;

“**Number Portability**”: means a service enabling a Subscriber to transfer his contract with the Licensee to another Licensed Operator within The Bailiwick of Jersey and retain the same number allocated to that Subscriber by the Licensee;

“Other Licensed Operator”: means any person who, for the time being, has the benefit of a Licence granted under the Telecommunications (Jersey) Law;

“SMP”: means Significant Market Power;

“Subscriber”: means a legal or natural person who has a contract with the Licensee to receive Licensed Services. For the avoidance of doubt a subscriber does not include users of pre-paid services;

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

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

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

“Term”: means, subject to Condition 11, a period of ten (10) years from the Licence Commencement Date;

“Universal Service Obligation or USO”: means the provision of basic voice telephony services to any user in the Bailiwick of Jersey;

“User”: means a consumer of Telecommunications Services;

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 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 This Licence authorises the Licensee to run a Public Telecommunications System in The Bailiwick of Jersey for the Term.

2.2 For the avoidance of doubt, this licence shall be non-exclusive.

2.3 The Licence is personal to the Licensee and the Licensee shall not:

- (a) sub-license, assign or grant any right, interest or entitlement in the Licence nor transfer the Licence to any other person; or
- (b) sell or pledge any of its assets which are necessary to provide the Licensed Telecommunications System which the Licensee is obliged to provide under this Licence, unless such assets are immediately replaced with equivalent assets, without the prior written consent of the JCRA, such consent not to be unreasonably withheld.

Condition 2.3 does not apply to:

- (i) a mortgage or other transaction entered into for the purpose of securing borrowings of the Licensee or an Associated Company, being borrowings for the purpose of the Licensed Telecommunications System or the provision thereof or anything incidental thereto; or*
- (ii) a transfer, assignment or other disposal of an interest in assets under an arrangement whereby the Licensee retains the use and benefit of such assets for the remainder of the useful life of such assets and for the duration of the License, or*
- (iii) a transfer, assignment or other disposal of assets made in the ordinary course of business.*

2.4 Subject to Condition 8, the Licensee shall notify the JCRA of the occurrence of any of the following:

- (a) any fact or event likely to materially affect the Licensee's ability to comply with any Condition including any change to the Licensed Telecommunications System which may detrimentally affect the permanence, availability or quality of the Licensed system or services;
- (b) an insolvency-related event in respect of the Licensee or an Associated Company of the Licensee, or any preparatory steps being taken that might lead to an insolvency-related event, immediately upon the Licensee becoming aware of the event.

- 2.5 The Licensee shall notify the JCRA:
- (a) of any proposed Change of Control of the Licensee forthwith upon the Licensee, or its Chairman, Chief Executive Officer, Chief Operating Officer or any Director becoming aware of the proposed change; and
 - (b) in any event, on the occurrence of any Change of Control of the Licensee, within thirty days of that event.

2.6 On receipt of notification of a Change of Control, the JCRA may:

- (a) approve, in writing, the change or the proposed change;
- (b) disapprove, in writing, the change or the proposed change, giving reasons; or
- (c) approve the proposed change or the change subject to the Licensee accepting a modification of the Licence under Article 18 of the Telecommunications (Jersey) Law,

and, or in addition to any of the above measures, the JCRA may issue such directions to the Licensee or invoke any of the sanctions, penalties or remedies in the Telecommunications (Jersey) Law or the Licence as the JCRA considers necessary or appropriate.

In taking action under this section, the JCRA may have regard to whether or not the JCRA would have awarded the Licence to the Licensee had the Change of Control taken effect prior to the award.

2.7 In this Condition 2, “Control” shall mean any direct or indirect possession of any power or right that enables a person or group of persons to direct, or cause the general direction of, the management or policies of the Licensee by any means and in any event. A person or group of persons shall be deemed to Control the Licensee if:

- (a) he or they exercises or controls the exercise of fifty per cent or more of the votes able to be cast at general meetings of the Licensee on all, or substantially all, matters; or
- (b) he is or they are able to appoint or remove directors holding a majority of voting rights at board meetings on all, or substantially all matters or is able to appoint or remove a majority of the governing body of the Licensee; or
- (c) he or they exercises or controls the exercise of fifty per cent or more of the partnership or other ownership interests of the Licensee,

and, in each case, reference to the Licensee shall include any person or group of persons who Controls the Licensee in any of such ways, and “Change of Control” shall mean any change as a result of which any other person or group of persons acquires Control.

2.8 If required by the JCRA, the Licensee shall supply to the JCRA, in relation to itself and any Associated Company which Controls the Licensee:

- (a) a copy of its annual return on the same date on which it is required to be filed in accordance with Bailiwick of Jersey law;
 - (b) a copy of its annual report and accounts on the same date on which it is circulated to the shareholders of the relevant body corporate; and
 - (c) where the relevant body corporate is not incorporated in the Bailiwick of Jersey, any returns, reports, accounts or other information under the laws of any applicable jurisdiction which are, in the opinion of the JCRA, analogous or equivalent to the above, at such times and in such forms as the JCRA directs from time to time.
- 2.9 The Licensee shall comply with any other requirement in law or practice to obtain any additional consents, permissions, authorisations or licences as may be necessary for the provision of the Licensed Telecommunications System and for the exercise of its rights or discharge of its obligations under this Licence.
- 2.10 The Licensee shall ensure that:
- (a) the administration and management of the business associated with the establishment, maintenance and operation of the Licensed Telecommunications System shall be conducted from The Bailiwick of Jersey; and
 - (b) its business is conducted in a manner which the JCRA is satisfied is on a normal commercial basis and at arm's length from the business of any of its shareholders or Associated Companies.

3. LICENCE FEE

- 3.1 The Licensee shall pay the Licence Fee in the manner directed by the JCRA.
- 3.2 Without prejudice to any other remedies of the JCRA under this Licence or the Telecommunications (Jersey) Law, if the Licensee fails to pay any amount due to the JCRA under this Condition 3 by the due date, the unpaid amount will accrue interest daily from the due date to the date of payment at four percentage points above the published base rate of the Bank of England.

4. PROVISION OF INFORMATION

- 4.1 For the purpose of monitoring the Licensee's compliance with the Conditions and the Telecommunications (Jersey) Law, the Licensee 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 including but not limited to the documents, accounts, returns, estimates, reports and other information specified in this Licence.
- 4.2 The Licensee shall, within ninety days of the Licence Commencement Date, provide the JCRA with a comprehensive report on its use of the radio

frequency spectrum, and the anticipated future use, and provide updates on the report as requested by the JCRA from time to time.

- 4.3 The JCRA may require an examination, investigation or audit of any aspect of the Licensee's business relating to the Licensed Telecommunications System or its compliance with the Conditions and the Telecommunications (Jersey) Law, and the Licensee shall provide any assistance requested by the JCRA in relation to any such examination, investigation or audit. The JCRA may issue directions with regard to the manner in which such an examination, investigation or audit is carried out.
- 4.4 In particular, the JCRA may authorise a person to carry out an examination, investigation or audit or may require the Licensee to arrange for an examination, investigation or audit of any aspect of the Licensed Telecommunications System to ensure compliance with the Conditions. The Licensee shall allow the JCRA's authorised representative to attend at, enter and inspect any premises under the Licensee's or any of its Associated Companies' control, and to take copies of any documents and to acquire any information in the control of the Licensee or any of its Associated Companies, as may be required in order to carry out the examination, investigation or audit.
- 4.5 The Licensee shall bear all reasonable costs associated with any examination, investigation or audit conducted under this Condition 4.

5. COMPLIANCE

- 5.1 In addition to the Conditions, the Licensee shall comply with:
 - (a) any obligation imposed on it by the Law or by any law, regulation, rule or ordinance; and
 - (b) any direction duly issued by the JCRA under the Law or by any law, regulation, rule, ordinance or this Licence.

6. MODIFICATION

- 6.1 The JCRA may from time to time modify, delete or add to any condition in this Licence. 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.

7. ENFORCEMENT AND REVOCATION

- 7.1 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.

8. EXCEPTIONS AND LIMITATIONS ON THE LICENSEE'S OBLIGATIONS

- 8.1 If the Licensee is prevented from performing any of its obligations under this Licence because of force majeure:
- (a) the Licensee 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 Licensee 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 Licensee at its expense through the use of alternate sources, work-around plans or other means.

9. INTEGRITY OF THE NETWORK

- 9.1 The Licensee shall take all reasonable steps to ensure the integrity of the network and may refuse to provide the Telecommunications Services which it is obliged to provide in accordance with Condition 18 of this Licence to a particular User if providing those Services would or would be likely to cause damage or interference to the Licensed Telecommunications System.
- 9.2 The Licensee shall provide details with regard to any proposed refusal to the JCRA. The JCRA shall issue a determination on the matter.

10. MATTERS OF INTEREST TO JERSEY

- 10.1 The Licensee shall, in connection with its establishment, operation and maintenance of the Licensed Telecommunications Systems take reasonable steps to prevent any Telecommunications Services from being used in, or in relation to, the commission of offences against the laws of The Bailiwick of Jersey.
- 10.2 The Licensee shall establish and maintain the capability to intercept messages transmitted over the Licensed Telecommunications System and to provide information regarding the use of Telecommunications Services, in order to be able to meet the requirements of The Bailiwick of Jersey Law.

11. TERM AND RENEWAL

- 11.1 The Licence commences on the Licence Commencement Date and continues, subject to the Licensee's compliance with the Conditions and the Law and subject to any revocation or suspension by the JCRA, for the Term.
- 11.2 At any time after the ninth (9th) anniversary and at least six (6) months prior to the tenth (10th) anniversary of the Licence Commencement Date, the Licensee may serve notice on the JCRA requesting a renewal of this Licence.
- 11.3 Within fifty-six (56) days of the receipt of this notice under Condition 11.2 or such further period as may be agreed with the Licensee, the JCRA shall notify the Licensee whether or not it agrees to a renewal of the Licence subject to the same Conditions or any modified, amended or additional Conditions, subject to the Licensee providing all necessary information to the JCRA to enable it to make the notification within the required time.

12. MISUSE OF DATA

- 12.1 The Licensee shall not make use of network or traffic data, traffic profiles or any other data of any nature which become available to it directly or indirectly as a result of entering into Interconnection arrangements or otherwise as a result of carrying Messages, in any way which, in the reasonable opinion of the JCRA, would unduly prefer the interests of any business carried on by the Licensee or an Associated Company of the Licensee, or place Other Licensed Operators at an unfair disadvantage.

PART II: PUBLIC SERVICE CONDITIONS

13. UNIVERSAL SERVICE

- 13.1 Where so directed by the JCRA, the Licensee shall provide in the Bailiwick of Jersey a Universal Service if the JCRA determines that the Licensee holds SMP in a relevant telecommunications market. The Licensee shall comply with any direction given from time to time by the JCRA in respect to the Universal Service Obligation.
- 13.2 Until otherwise instructed, the Licensee shall defray the full cost of the USO set out in this Condition. In the event that the provision of the USO can be demonstrated to represent an unfair burden on the Licensee, the JCRA shall introduce a mechanism to share the determined net cost of the USO between Licensed Operators. Such determination shall be made following consultation by the JCRA on the appropriate mechanism to be used.
- 13.3 The JCRA may direct the Licensee to contribute to a fund, to be established under Condition 13.2, to cover the net cost of the provision of the USO and the Licensee shall comply with such directions.
- 13.4 If required by any Subscriber to whom it provides Telecommunications Services, the Licensee shall also provide a facility for that Subscriber to rent a range of Customer Premises Equipment for the purposes of meeting requirements of the USO and to provide maintenance services in respect of any such rented Customer Premises Equipment in that Subscriber's control which is to be lawfully connected to the Telecommunications Network at a Network Termination Point, except where:
- (a) the Licensee has notified that Subscriber that the Customer Premises Equipment is beyond economic repair or the components or tools necessary to effect the repairs are no longer available and provided that the JCRA has agreed in writing accordingly;
 - (a) the Customer Premises Equipment was supplied by a person other than the Licensee or its Subsidiaries or joint ventures.

14. CONSUMER PROTECTION

- 14.1 The Licensee shall, in the manner and at the times specified by the JCRA, publish the standard terms and conditions, including tariffs under which it provides each category of Telecommunications Services to Subscribers and Users. In the absence of any other direction from the JCRA, the Licensee shall ensure that a current statement of all applicable terms and conditions is:
- (a) filed with the JCRA; and
 - (b) promptly made available for inspection at the request of any member of the public or promptly sent to them by post and/or electronic means on request.

- 14.2 The JCRA may direct the Licensee to change the Licensee's standard terms and conditions from time to time.
- 14.3 The Licensee shall safeguard the privacy and confidentiality of all Messages transmitted over the Licensed Telecommunications System and the Telecommunications Services provided shall comply with all applicable laws from time to time regarding the protection of personal data and shall comply with any directions issued by the JCRA for the purposes of protecting the interests of its Subscribers or Users.
- 14.4 The Licensee shall provide each of its Subscribers with an acceptable level of itemised billing for national, international and Premium Rate Service calls, at no additional charge, except where a Subscriber has accepted terms of contract specifying no itemization for all or certain classes of calls. On request by a Subscriber, the Licensee shall also provide itemised billing for local calls at a reasonable charge. The itemised bill produced by the Licensee shall in all cases provide sufficient detail to facilitate verification of charges incurred by the Subscriber in using the Telecommunications Services. Calls which are free of charge to the user, including calls to helplines, need not be identified in the Subscriber's itemised bill. Calls which are nominally free but where a supplementary charge has been added by the Licensee, with the authority of the JCRA or by an upstream provider, must be clearly identified.
- 14.5 The Licensee shall within three (3) months of the Licence Commencement Date publish an appropriate code of practice ("**Consumer Code**") for the resolution of Subscriber or User disputes, including, but not limited to, the non-payment of bills and disconnection of service. The JCRA may from time to time issue directions to the Licensee specifying any modifications or additions that it considers should be made to the Consumer Code.
- 14.6 The Consumer Code shall identify a transparent, simple, inexpensive procedure in order to address, inter alia, the following:
- (a) the appointment of a representative of the Licensee to be the first point of contact for members of the public;
 - (b) a means of recording complaints against and disagreements with the Licensee;
 - (c) the procedure and time frame in which the Licensee will respond to complaints and disagreements;
 - (d) the method and duration of retention of records of complaints and disagreements; and
 - (e) the level of any compensation that the Licensee may offer where complaints have been upheld or not satisfactorily resolved.

If a complaint or disagreement remains unresolved for three (3) months, either party may refer it to the JCRA for determination.

- 14.7 The Consumer Code may be amended by the Licensee from time to time, provided that the Licensee shall notify the JCRA and publish the proposed

changes twenty-eight (28) days in advance of their coming into effect. The JCRA may issue directions to the Licensee as to the changes, including but not limited to directions not to make the changes, directions to amend the changes further or directions as to the timing of the changes.

- 14.8 The Licensee shall participate in good faith in any dispute resolution procedure established by the JCRA for the resolution of disputes.
- 14.9 The Licensee shall publish within three months of the Commencement Date a statement setting out the minimum service levels for Users and Subscribers in respect of each category of Telecommunication Services it offers, any exceptions to these, and the compensation or refunds it will offer to Subscribers or prospective Subscribers where service levels are not met. The Licensee shall also submit the statement to the JCRA.
- 14.10 The JCRA may consult publicly on the statement provided in accordance with Condition 14.9 and issue directions to the Licensee specifying any modifications or additions that it considers should be made to the statement. The Licensee shall then re-publish the statement in the agreed form, in accordance with any directions as to publication made by the JCRA, and shall forthwith implement the same. The JCRA may from time to time issue further directions requiring modifications or additions to the statement and as to its re-publication and implementation.
- 14.11 The Licensee shall submit at the end of every six (6) month period or at such intervals as the JCRA directs, a written report to the JCRA setting out:
 - (a) the extent to which the Licensee has succeeded in meeting the targets described in Condition 14.9;
 - (b) the compensation that has been paid in relation to complaints or disagreements where the Subscribers complaints were upheld and why complaints were dismissed; and
 - (c) such other matters that the JCRA directs should be included in the report.
- 14.12 The Licensee shall ensure the accuracy and reliability of any systems, equipment, data or procedures which the Licensee uses to measure or to track the provision of Licensed Telecommunication Services or for the calculation of related charges.
- 14.13 The JCRA may require the Licensee to set up, at its expense, a User Council or Councils for the specific purpose of obtaining and representing the views of customers.

**PART III: GENERAL CONDITIONS RELATING TO THE PROVISION OF
TELECOMMUNICATIONS**

15. NUMBERING

- 15.1 The Licensee shall use only those Numbers that are allocated to it for the purpose of terminating messages on the Licensed Telecommunication System and shall comply with any directions concerning use and allocation which are issued by the JCRA from time to time.
- 15.2 The Licensee shall manage any Numbers allocated to it with a view to conserving Numbers as a public resource and shall maintain a record of the status of all Numbers allocated to it and on request, shall provide that information to the JCRA in the form directed by the JCRA.
- 15.3 The Licensee shall not charge its customers for allocations of Numbers except where authorised and in accordance with any direction from the JCRA.
- 15.4 The Licensee shall comply with any directions issued by the JCRA in respect of Number Portability, Number Translation, Number hosting and compliance with the Numbering Conventions and the Bailiwick of Jersey Numbering Plan.

16. RADIO FREQUENCY

- 16.1 The Licensee shall provide the Telecommunications Services in accordance with the requirements of the Wireless Telegraphy (Jersey) Order 2006 and the Telecommunications (Jersey) Law.
- 16.2 The Licensee shall at all times facilitate the proper management of the radio frequency spectrum and shall ensure that the equipment and systems of the Licensee are adequate to prevent or, if necessary, eliminate interference with other authorised radio systems. Where the JCRA believes that an emergency exists, the Licensee shall, if so directed by the JCRA in writing:
- (a) modify, in such manner as may be specified in the direction, the operating characteristics of any radio transmitting station used for the purposes of the Telecommunication Services; or
 - (b) cease operating any radio channel or radio transmitting station used for the purposes of the Telecommunication Services.
- 16.3 The Licensee shall ensure that non-ionising radiation emissions from its Licensed Telecommunication System are within the limits specified by the guidelines published by the International Commission for Non-Ionising Radiation Protection (ICNIRP) and that it complies with any radiation emission standards adopted and published from time to time by BSI, ETSI, the European Committee for Electrotechnical Standardisation and any other standards specified by the JCRA.

- 16.4 The Licensee shall make efficient use of the radio spectrum. If directed by the JCRA the Licensee shall take steps to re-plan radio spectrum usage in order to make the most efficient use of that spectrum or parts of that spectrum allocated to the Licensee.

17. CESSATION OF THE PROVISION OF TELECOMMUNICATIONS SERVICES

- 17.1 If the Licensee proposes to cease to provide all or a material part of the Licensed Telecommunication System, it shall give not less than four (4) months notice in writing to the JCRA of the proposal and its plans in relation to the cessation. Such cessation shall be effected only with the consent of the JCRA and in accordance with any directions given by the JCRA in relation thereto.
- 17.2 At any time within four (4) months before the expiry of the Licence or if the JCRA receives a notice under Condition 17.1 or if the JCRA has made a decision pursuant to Article 20 of the Telecommunications (Jersey) Law to suspend or revoke the Licence, the JCRA may, after consultation with the Licensee, direct it in writing to take such steps as are specified in the direction, being steps that the Authority considers necessary or expedient to ensure the safety of the Licensed Telecommunication System or the continuity and continuation of the provision of Telecommunication Services or any constituent parts thereof, and the Licensee shall comply with any such directions.

18. INTERCONNECTION

- 18.1 The Licensee shall have the right to Interconnect the Licensed Telecommunication System with the Telecommunication Network or Mobile Telecommunication Network of any Other Licensed Operator, provided the technical standards and specifications for interconnection have been complied with.
- 18.2 The Licensee shall make available to interested parties such Technical Standards and Specifications as may be required to enable connection to the Licensed Telecommunications System. Technical standards shall be those recognized universally for the specified interface. The JCRA may issue a direction as to the information that must be provided.
- 18.3 The Licensee shall not be required to enter into an Interconnection agreement or provide interconnection services if that agreement or the provision of those services would:
- (a) be technically infeasible or if it could reasonably be expected materially to impair the quality of any Telecommunications Service; or
 - (b) threaten the integrity, security, or interoperability of the Licensed Telecommunication System in a material way, provided that the

Licensee informs the Other Licensed Operator, in writing, with a copy to the JCRA forthwith justifying its decision to refuse Interconnection or its intention to terminate interconnection services under an interconnection agreement. The JCRA may determine whether the action by the Licensee is reasonable and issue directions accordingly; or

- (c) in cases where the interconnection is requested by another operator, if appropriate commercial terms and conditions cannot be agreed.
- 18.4 The Licensee shall provide copies of any interconnection agreements to the JCRA and such agreements shall be made available to interested parties upon a request being made in writing to the JCRA. The JCRA may determine, following consultation with the Licensee, those aspects which deal with the commercial strategy of the parties and those aspects shall not be made available.
- 18.5 The JCRA may direct that changes be made to any interconnection agreement to ensure that it is in compliance with the Telecommunications (Jersey) Law.

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PART IV: CONDITIONS SPECIFIC TO THIS LICENCE

19. PERIODIC REVIEW

- 19.1 Without prejudice to the provisions of the Telecommunications (Jersey) Law and in particular Article 18 thereof and without prejudice to the conditions of this Licence and in particular clauses 6.1 and 7.1, this Licence may be reviewed by the JCRA after 6 months and 5 years respectively from the date of issuing of this Licence.

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