Telecommunications (Jersey) Law 2002

Licence for

JT (Jersey) Limited

Document No: JCRA 26/48

Date: 6 November 2026

Jersey Competition Regulatory Authority
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JERSEY COMPETITION REGULATORY AUTHORITY

Class III Licence (as modified)

issued to

JT (Jersey) Limited

under

THE TELECOMMUNICATIONS (JERSEY) LAW 2002

The Jersey Competition Regulatory Authority (***JCRA***), in exercise of the powers conferred on it by the Telecommunications (Jersey) Law 2002, grants to JT (Jersey) Limited, a company incorporated in the Bailiwick of Jersey under registered number 83487 and with its registered office at No 1 The Forum Grenville Street St Helier Jersey JE4 8PB, (the ***Licensee***) a Licence to run the Licensed Telecommunication System and provide Telecommunication 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, ordinances and orders of the States of Jersey.

DATED: 6 November 2026

SIGNED ON BEHALF OF THE JERSEY COMPETITION REGULATORY AUTHORITY BY:



Timothy Ringsdore Signed 6 November 2026
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 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;
BSI	means the British Standards Institute;
C7	means the standard for common channel signalling in Networks (also known as 'SS7');
Calling Line Identification	means data that enables identification of the number from which a call could be made or to which a return call could be made;
Calling Line Identification Facilities	means facilities which enable the telephone number of a calling party to be presented to the called party prior to a call being established;
Class II Licensee	means any Licensee who holds a Class II licence;
Class III Licensee	means any Licensee who holds a Class III licence;
CLI Data	means the contents of all signalling messages which can be used between Licensed Operators and/or between Licensed Operators and Subscribers to signal the origin of the call and/or the identity of the calling party, including any associated privacy markings;
Conditions	means Conditions 1 to 40 of this Licence, as may be amended, revoked or added to by the JCRA from time to time;
Customer Premise Equipment or **(CPE)**	means terminal and associated equipment and inside wiring located at a subscriber's premises and connected with a telecommunication system;
Direction	means a written statement issued by the JCRA with which a licensee must comply;
Directory Information Services	means services offering information concerning the name, number, address, customer type and directory type in respect of customers who have been provided with telecommunications directories and/or services relating to directory information;
Emergency Organisations	means the police, the ambulance and fire services and the marine search and rescue services;
ETSI	means the European Telecommunications Standards Institute;
Free phone	means a service provided over the PSTN for which the cost

	of the call is paid at the termination and not by the caller;
Global Title	means a number created from any Number as may be used and identified for use as a signalling address in the Licensed Telecommunications System, for the part of C7 known as 'Signalling Connection Control Part';
Interconnect	means the connection of two Licensed Telecommunication Systems;
ITU	means the International Telecommunications Union;
JCRA	means the Jersey Competition Regulatory Authority;
Licence	means this licence to run a Telecommunications System, subject to the Conditions;
Licence Commencement Date	means 30 June 2016;
Licence Fee	means the fee prescribed by the JCRA under Article 17 of the Telecommunications (Jersey) Law and payable by the Licensee;
Licensed Operators	means any person who, for the time being, has the benefit of a Licence granted under the Telecommunications (Jersey) Law;
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 JT (Jersey) Limited, a company incorporated in the Bailiwick of Jersey under registration number 83487 and with its registered office at No 1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB;
Mobile Number Portability (MNP)	means a service enabling mobile subscribers (whether prepaid or post-paid) to change their provider of Mobile Telecommunications Service and to retain the same telephone number;
Mobile Telecommunications Network	means a mobile network infrastructure constructed in accordance with the standards described below and used for the purpose of providing Mobile Telecommunications Services in accordance with this Licence; the applicable standards are: (a) any relevant compulsory standards and/or specifications as are listed in the Official Journal of the European Communities for the provision of services, technical interfaces and/or network functions pursuant to Article 17 of the Framework Directive. Where no compulsory standards or specifications have been so published, the Communications Provider shall take full account of any relevant voluntary standards and/or specifications so published, and any relevant standards and/or specifications adopted by the European Standards

Organisations;

(b) in the absence of such standards and/or specifications referred to in paragraph (a) above, international standards or recommendations adopted by the International Telecommunication Union (ITU), the European Conference of Postal and Telecommunications Administrations (CEPT)7, the International Organisation for Standardisation (ISO) and the International Electrotechnical Committee (IEC);

(c) in the absence of such standards and/or specifications referred to in paragraphs (a) and (b) above, any other standard specified by the JCRA in a direction, provided that the JCRA shall not make such a direction if an appropriate European or other international standard is expected to be promulgated within a reasonable time; and

(d) in any case, a standard specified by the JCRA for the purpose of enabling an Interconnection and, generally, interoperability as long as this standard does not do more than to require compliance with a relevant standard in existence as referred to in paragraphs (a) to (c) above;

Mobile Telecommunications Service	means the system for conveyance of messages or data through a Mobile Telecommunications Network which may also be interconnected with the PSTN;
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;
Numbering Conventions	means the guidelines from time to time set out in the Bailiwick of Jersey Numbering Plan and/or OFCOM's National Telephone Numbering Plan;
OFCOM	means the UK's Office of Communications established under the Office of Communications Act 2002, or its successor;
Other Licensed Operator or **OLO**	means any person who, other than the Licensee, for the time being, has the benefit of a licence granted under the Telecommunications (Jersey) Law;
Premium Rate Service	means a commercial information or content provision service for which a high per-minute call charge is levied to the

or **(PRS)**	caller;
PSTN	means Public Switched Telephone Network;
Public Pay Telephone	means a telephone which is available to the general public for the use of Telecommunication Services, the means of payment for which is coins, cards or other tokens;
Public Telecommunication System	means a communications system to which the public have access which includes, but is not limited to, fixed line and mobile telephone networks;
SMP	means Significant Market Power;
Special Access Services	means dialled services for which the tariff is determined by the type of service being offered;
Subscriber	means a legal or natural person who has a contract with the Licensee to receive Telecommunication Services via the Licenced Telecommunication System. For the avoidance of doubt a subscriber does not include users of pre-paid services;
Subsidiary	means Subsidiary as defined in Article 2(1) of the Companies (Jersey) Law 1991;
System	means, in this document, a device for the origin and completion of telecommunicated messages;
Telecommunications (Jersey) Law	means the Telecommunications (Jersey) Law 2002;
Telecommunication Services:	means the provision of any telecommunications services to the public;
Term	means, subject to Condition 11, a period fifteen (15) 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 person, organisation or other entity that is 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, 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 This Licence authorises the Licensee to run, (including establishing, operating and maintaining) a Public Telecommunications System including, but not limited to fixed and mobile telecommunications 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.

2.4 Condition 2.3 does not apply to:

(a) a mortgage or other transaction entered into for the purpose of securing borrowings of the Licensee or a Subsidiary of the Licensee, being borrowings for the purpose of the Licensed Telecommunications System or the provision thereof or anything incidental thereto; or

(b) 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 Licence, or

(c) a transfer, assignment or other disposal of assets made in the ordinary course of business.

2.5 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 Telecommunication System or Telecommunications Services;

(b) an insolvency-related event in respect of the Licensee or a Subsidiary of the Licensee or a Joint Venture, or any preparatory steps being taken that might lead to an insolvency-related event, immediately upon the Licensee becoming aware of the event.

2.6 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.

2.7 On receipt of notification of 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 Law or the Licence as the JCRA considers necessary or appropriate. In taking action under this Condition, 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.

2.8 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.

2.9 The Licensee shall supply to the JCRA, in relation to itself and any subsidiary company which is controlled by the Licensee:

(a) a copy of its annual return on the same date on which it is required to be filed in accordance with the 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.

2.10 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.

2.11 The Licensee shall ensure that:

(a) the administration and management of the business associated with the running (including 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 Subsidiaries or Joint Ventures.

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 Laws, 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 Laws, 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 (whether financial, operational, technical or otherwise) 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 radiofrequency 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 Telecommunication System or its compliance with the Conditions and the Laws, 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, including the creation of financial and/or technical specifications or documentation.

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 Telecommunication 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 Subsidiaries' or Joint Ventures' control, and to take copies of any documents and to acquire any information in the control of the Licensee or any of its Subsidiaries or Joint Ventures, 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 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.

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 Telecommunication Services which it is obliged to provide in accordance with Condition 13 of this Licence to a particular User if providing those Telecommunication Services would or would be likely to cause damage or interference to the Licensed Telecommunication 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 Telecommunication Systems take reasonable steps to prevent any Telecommunication 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 Telecommunication System and to provide information regarding the use of Telecommunication Services, in order to be able to meet the requirements the Law of the Bailiwick of Jersey.

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 Laws and subject to any revocation or suspension by the JCRA, for the Term.

11.2 At any time after the ninth (9th) anniversary but prior to the eleventh (11th) 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 License 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 (as defined by the JCRA in relation to a Class III Licence holder). 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 Universal Service 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 Universal Service obligation 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; or

(b) the Customer Premises Equipment was supplied by a person other than the Licensee or its Subsidiaries or Joint Ventures.

14. PUBLIC EMERGENCY CALLS

14.1 The Licensee shall provide a public emergency call service, being a Telecommunications Service that enables a User at any time and without incurring any charge or using any coin or token, to communicate with the police, the ambulance or fire services or the marine search and rescue services and to notify them of an emergency by using Customer Premises Equipment lawfully connected to the Licensed Network at any place in the Bailiwick of Jersey.

14.2 The Licensee shall ensure that codes 112 and 999 and other codes which may be designated as emergency access codes are exclusively reserved for calls to emergency services.

14.3 The Licensee shall make such emergency call services available, at reasonable cost, to other Licensed Operators within the Bailiwick of Jersey.

15. DIRECTORY INFORMATION

15.1 The Licensee shall ensure that Users have access to Directory Information Services and Operator Assisted Services offered by the Licensee and any Other Licensed Operator who is obliged to provide such services.

15.2 The Licensee shall, at its own expense:

(a) maintain a complete and accurate database of its Subscribers' Numbers and make

the data available to Other Licensed Operators who become obliged to provide Directory Information Services (but only to facilitate the provision of Directory Information Services);

(b) co-operate with all such Other Licensed Operators in the supply or compilation of comprehensive and accurate directory information;

(c) not use any directory information provided to it by any Other Licensed Operator for any purpose other than for providing Directory Information Services unless specifically authorised to do so by the Other Licensed Operator concerned; *and*

(d) provide access to a range of Directory Information Services in order to provide subscribers with a choice of services to be compliant with the Numbering Conventions or as directed by the JCRA.

15.3 The Licensee shall comply with the relevant legislation covering the protection of data in place and as may be amended from time to time.

16. PUBLIC PAY TELEPHONES

16.1 The Licensee shall ensure that the following Telecommunications Services are accessible at all Public Pay Telephones owned and operated by the Licensee and forming part of the Licensed Telecommunications System:

(a) Voice Telephony Services;

(b) competitive Directory Information Services;

(c) public emergency call services without the need for any charge or the use of any card or other token;

(d) Free-phone, Premium Rate Services and special access services; and

(e) operator-assisted services.

16.2 In this Condition ***Voice Telephony Services*** means the conveyance of voice messages between the Licensed Telecommunications System and any other public telecommunications network.

16.3 All Public Pay Telephones provided by the Licensee shall display a notice specifying:

(a) the minimum charge for connection, call charge information and permissible methods of payment and/or a means of accessing this information free of charge;

(b) the location of the Public Pay Telephone;

(c) a statement that emergency calls can be made without charge, card or token;

(d) a statement as to whether or not incoming calls can be received; and

(e) contact information in the event of service complaints free of charge.

16.4 The Licensee shall be responsible for the installation, maintenance and prompt repair of its Public Pay Telephones and shall ensure that at least one of any such Public Pay Telephones in each location where Public Pay Telephones are located, is equipped for use by people with hearing, sight or other disabilities, unless the JCRA directs otherwise in writing.

16.5 If the Licensee wishes to withdraw any Public Pay Telephone from service it shall display a notice to that effect at the Public Pay Telephone concerned not less than sixty days before service is withdrawn, unless the JCRA agrees otherwise in writing.

16.6 The Licensee shall provide to the JCRA, as directed from time to time, statistics regarding

the numbers, location, operation and maintenance of all Public Pay Telephones in the Licensee's control.

17. DEVELOPMENT OF NETWORK AND SERVICES

17.1 The Licensee shall develop and operate the Licensed Telecommunications System so as progressively to achieve standards in line with international best practice and in particular, the Licensee shall achieve and comply with relevant standards established by ETSI, the ITU and such other international benchmarks as the JCRA may direct from time to time.

17.2 In order to meet the objectives set out in this Condition 17, the Licensee shall, within three months of the Licence Commencement Date submit to the JCRA a plan setting out the target levels it will achieve for the Telecommunications System (to be known as the ***Telecommunications Development Plan***) and a monitoring plan (to be known as the ***Telecommunications Monitoring Plan***) which provides for accurate measurement of each of the target levels set out in the Telecommunications Development Plan, together, the ***Plans***. These plans should be based on the Plans and Deliverables which were provided in the Licensees Impact Statement.

17.3 The Plans will describe:

(a) how actual performance will be monitored;

(b) the process for the collection and analysis of suitable data; and

(c) the procedures for internal review and performance improvement planning by the Licensee.

17.4 The JCRA may direct the Licensee to update and resubmit the Plans from time to time.

17.5 The JCRA may direct the Licensee as to matters to be included in the Plans and may amend or replace such direction from time to time.

17.6 The JCRA may include as a Condition in this Licence the targets specified by the Licensee in the Plan and the Licensee shall be deemed to be in breach of its Licence if the target levels are not achieved.

17.7 Within forty five days of the end of each six month period during the Term, the Licensee shall provide the JCRA with a written report in a form required by the JCRA on its achievements under the Development Plans during the preceding six month period, as set out in Condition 17.2.

17.8 The Licensee shall comply with any directions issued by the JCRA from time to time, regarding any other quality of service indicators and measurement methods for Telecommunications Services and shall, as and when required, supply to the JCRA in a form specified by the Authority, the results of its measurements of actual performance against any quality of service indicators and measurements so specified, and the JCRA may publish or require publication of such information as it considers appropriate.

17.9 The Licensee shall provide such information as is required by the JCRA for the purpose of assessing Service Levels and Network Development in its Mobile Telecommunications.

17.10 From the earliest reasonably practicable date after this Condition takes effect, and in any event no later than 1st June 2015, the Licensee shall provide Wholesale Line Rental (WLR) for single lines on its fixed-line network to Other Licensed Operators. WLR shall be provided in conformance with the processes set out in section 5 of the Initial Notice published as CICRA 14/29. The Licensee shall be entitled to share the efficient costs of the provision of the WLR service proportionately with each of the Other Licensed Operators that seek WLR and will ensure that it makes representatives available to attend meetings, upon reasonable

notice, with the JCRA and/or its representatives to discuss the implementation or operation of WLR. Where a dispute arises in respect of WLR charges, the JCRA may set the maximum price for the provision of such a service.

18. CONSUMER PROTECTION

18.1 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.

18.2 The JCRA may direct the Licensee to change the Licensee's standard terms and conditions from time to time.

18.3 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.

18.4 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.

18.5 The Licensee shall within three 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.

18.6 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.

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

18.8 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 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.

18.9 The Licensee shall participate in good faith in any dispute resolution procedure established by the JCRA for the resolution of disputes.

18.10 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.

18.11 The JCRA may consult publicly on the statement provided in accordance with Condition 18.10 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.

18.12 The Licensee shall submit at the end of every six 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 18.10;

(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.

18.13 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.

18.14 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.

18.15 The Licensee shall give a Relevant Subscriber not less than two calendar months' notice in writing of any increase to the unit price of a telecommunication service supplied under a Fixed-Term Contract.

18.16 If the Licensee wishes to increase the unit price of a telecommunication service supplied under a Fixed-Term Contract, it shall allow a Relevant Subscriber to terminate its contract for that telecommunication service without penalty, provided that:

(a) notice is given in writing by the Relevant Subscriber to the Licensee at any time during the notice period referred to in Condition 18.15; and

(b) the Relevant Subscriber pays to the Licensee any outstanding subsidy in respect of telecommunications equipment supplied at no charge or at a discount by the

Licensee under the contract.

18.17 As part of any notice referred to in Condition 18.16(a), the Licensee shall inform the Relevant Subscriber of:

(a) its ability to terminate its contract for that telecommunication service without penalty; and

(b) the amount of the outstanding telecommunications equipment subsidy referred to in Condition 18.16(b).

18.18 Condition 18.15 shall not apply to an increase in the unit price of a telecommunication service supplied under a Fixed-Term Contract, provided that:

(a) the increase is directly referable to the introduction of, or increase in, direct taxes or other government duties or levies, and the relevant contract clearly permits the Licensee to make that increase; or

(b) the quantum of the increase in unit price and the timing of the increase are set out clearly in the relevant contract (whether as an actual amount, or by reference to a price index),

and, in each case, the provision allowing the operator to make the increase is prominently displayed in the contract.

18.19 For the purposes of Condition 18.18:

(a) a ***Relevant Subscriber*** shall be a residential or domestic subscriber, or a business with fewer than 10 employees located in the Channel Islands;

(b) a ***Fixed-Term Contract*** shall be defined as a contract involving the supply of telecommunication services by the Licensee with a term of more than 2 months;

(c) for the avoidance of doubt, any reduction in call and/or text and/or data allowances provided to a Subscriber under a Fixed-Term Contract for a telecommunication service will constitute an increase in the unit price charged to the Subscriber and thus a circumstance to which Condition 18.15 would apply. However, for mobile telephone contracts only, increases in charges for calls, texts and data not provided within an inclusive bundle shall be deemed not to be an increase in the unit price; and

(d) where costs incurred by the Licensee in the provision of a telecommunication service increase significantly, and such increase was not reasonably foreseeable, then the Licensee may apply to the JCRA for, and the JCRA may grant, a waiver of the requirements of this Condition in respect of Fixed-Term Contracts for that telecommunication service.

19. MINIMUM REQUIREMENTS FOR MOBILE SERVICES

19.1 The Licensee shall comply with the minimum requirements for mobile services as set out in Schedule B of this Licence.

20. (DELETED)

PART III: GENERAL CONDITIONS RELATING TO THE PROVISION OF TELECOMMUNICATIONS

21. NUMBERING

21.1 The Licensee shall use only those Numbers that are allocated to it for the purpose of terminating messages on the Licensed Telecommunications System and shall comply with any directions concerning use and allocation which are issued by the JCRA from time to time and with the Numbering Conventions.

21.2 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.

21.3 The Licensee shall not charge its customers for allocations of Numbers except where authorised and in accordance with any direction from the JCRA.

21.4 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.

21.5 The Licensee shall provide Mobile Number Portability to Other Licensed Operators that provide Mobile Telecommunication Services.

21.6 MNP shall be provided using a centralised database system (the ***MNP System***) in accordance with the requirements specified in Schedule A.

21.7 The Licensee shall be entitled to share the costs of acquiring and maintaining the MNP System equally with each of the Other Licensed Operators that provide Mobile Telecommunication Services. Where network investment is required for the Licensee to interface with the MNP System, the Licensee shall fund itself the necessary investment.

21.8 The Licensee will ensure that it makes representatives available to attend meetings, upon reasonable notice, with the JCRA and/or its representative to discuss the implementation or operation of MNP.

21.9 The JCRA may require information from the Licensee concerning the implementation or operation of MNP.

21.10 Only the Licensee shall create and use a Global Title from a Number allocated to it by Ofcom.

21.11 The Licensee shall not authorise the use of a Number, allocated to it by Ofcom, by others for use as a Global Title, except if the person being authorised is:

(a) a subsidiary of the Licensee or is the Licensee's holding company, as such terms are defined in Article 2 of the Companies (Jersey) Law 1991; or

(b) a person supplying services to Licensee where the Licensee has authorised such use, provided that the Number used as a Global Title is used exclusively to provide that service and for no other purpose.

21.12 Conditions 21.10 and 21.11 come into force on 1 March 2026 unless as at such date, the Licensee, in respect of a Number or Numbers allocated to it by Ofcom, had already authorised another person to use one of more of such Numbers as a Global Title, in which case Condition 21.11 shall come into force in relation to that authorised person on 1 May 2027.

22. RADIO FREQUENCY

22.1 The Licensee shall provide the Telecommunications Services in accordance with the requirements of the Wireless Telegraphy Act 1949 (Wireless Telegraphy (Channel Islands) Order 1952) and the Telecommunications (Jersey) Law.

22.2 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.

22.3 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.

22.4 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.

23. ACCESS TO LAND

23.1 The Licensee shall be entitled to all powers and rights and subject to all such obligations as are set out in Part 6 of the Telecommunications (Jersey) Law. Nothing in this Licence shall absolve the Licensee from any requirement in law to obtain such additional consents, permissions, authorisations or licences as may be necessary for the provision of the Licensed Telecommunication System and for the exercise of its rights or discharge of its obligations under this Licence.

24. ACCESS TO FACILITIES

24.1 If the Licensee or the Licensee's Subsidiary or Joint Venture and any Other Licensed Operator fail to reach agreement within sixty days in respect of a request by the Other Licensed Operator for Access, and the JCRA considers that such Access is essential as being the only economically feasible means by which a Telecommunication System can be installed or provided or connected to the premises of a User or Subscriber, over, under, in or across any public right of way or as being the only feasible means of avoiding material damage to the environment, the JCRA may instruct the Licensee to allow, or to procure that the Licensee's Associated Company allows the Other Licensed Operator Access on reasonable terms unless the JCRA determines that it would be unreasonable to require the Licensee or the Licensee's Subsidiary or Joint Venture concerned, alone or with any other person willing or required to do so, to grant the necessary Access.

24.2 In the absence of agreement between the parties, the terms of Access including time limits for completion of any agreement shall be determined by the JCRA.

25. NETWORK SHARING

25.1 This Condition applies to any Network Sharing Agreement that the Licensee intends to

enter into.

25.2 If the Licensee intends to enter into any Network Sharing Agreement it shall first so notify the JCRA in writing, providing reasonable details of the proposed arrangement and disclosing the identity of the Licensed Operator with which it proposes to enter into such agreement. On written request from the JCRA, the Licensee shall provide the JCRA with the draft Network Sharing Agreement. The JCRA shall keep information received from the Licensee pursuant to this Condition confidential to it and its advisors, save where the JCRA is compelled by law to disclose such information.

25.3 The Licensee shall ensure that Network Sharing must:

(a) comply with the Competition (Jersey) Law 2005 (the ***2005 Law***);

(b) not result in a substantial lessening of competition between the Licensee and any other person (unless exempted or otherwise permitted by the Law and/or the JCRA); and

(c) comply with any relevant guidelines issued by the JCRA that are in effect.

25.4 This Condition 25 is without prejudice to the Licensee's obligations under any other applicable law, including the 2005 Law.

25.5 In this Condition:

(a) ***Network Sharing*** means, in relation to any element of the Mobile Telecommunications Network, the use (including the establishment, operation or maintenance) of that element by a Licensed Operator for or in relation to the public telecommunication system operated by that Licensed Operator;

(b) ***Network Sharing Agreement*** means any contract, arrangement or understanding providing for or in relation to Network Sharing; and

(c) ***element*** means any part of the infrastructure or service used to support Mobile Telecommunications Services (regardless of whether it is also used to provide other services) including wholesale services such as roaming or the use of spectrum on a shared basis, the use of electronic components, and/or access to or use of passive infrastructure (such as sites or towers).

26. COMPLIANCE

26.1 Within three months of the date of signature of this Licence, the Licensee will adopt, implement and maintain an internal programme encompassing risk management and compliance management (the ***compliance programme***) in accordance with this Condition and shall confirm to the JCRA in writing that it has complied with this Condition, giving reasonable details of such compliance programme.

26.2 The compliance programme will:

(a) adopt good practice in relation to compliance programmes that are relevant and proportionate to the Licensee;

(b) include at least the obligations set out under this Licence, the Telecommunications (Jersey) Law, and the 2005 Law;

(c) be reviewed on a regular basis and no less than once annually by the Licensee's management body to assess the delivery of the programme and compliance outcomes; and

(d) comply with any relevant guidelines issued by the JCRA that are in effect.

26.3 Not less frequently than annually, and within 7 days of a written request from the JCRA, the Licensee shall provide to the JCRA a written statement from or on behalf of the Licensee's management body that the Licensee is, and at all times since the last such statement (or the date of adoption of the compliance programme in the case of the first such statement) has been, in compliance with the compliance programme or setting out any material failures by the Licensee to comply with such programme.

27. CESSATION OF THE PROVISION OF THE LICENSED TELECOMMUNICATIONS SERVICES

27.1 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 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 and the Licensee shall comply with any such directions.

27.2 At any time within four months before the expiry of the Licence or if the JCRA receives a notice under Condition 27.1 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 JCRA 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.

27a. CALLING LINE IDENTIFICATION FACILITIES

27a.1 The Licensee must provide Calling Line Identification Facilities, and enable them by default, unless they can demonstrate that it is not technically feasible or economically viable to do so.

27a.2 The Licensee must inform Subscribers if Calling Line Identification Facilities are not available on the service they are providing to those Subscribers.

27a.3 When providing Calling Line Identification Facilities, the Licensee must:

(a) ensure, so far as technically feasible, that any CLI Data provided with and/or associated with a call includes a valid, diallable number which uniquely identifies the caller; and

(b) respect the privacy choices of Users.

27a.4 The Licensee must not charge Subscribers any additional or separate fee for access to or use of standard Calling Line Identification Facilities.

27a.5 Where technically feasible, the Licensee must:

(a) take all reasonable steps to identify calls, other than calls to Emergency Organisations, in relation to which invalid or non-diallable CLI Data is provided; and

(b) prevent those calls from being connected to the called party, where such calls are identified.

27a.6 This Condition applies subject to the requirements of relevant data protection legislation.

PART IV: ADDITIONAL CONDITIONS APPLICABLE TO CLASS III LICENSEES

28. APPLICATION OF CONDITIONS

28.1 Where the JCRA has decided that a Licensee possesses Significant Market Power in a relevant market, it may determine that provisions of this Part IV apply.

29. EQUAL ACCESS

29.1 The Licensee shall at the request of an Other Licensed Operator or if directed by the JCRA, make Equal Access available to that Other Licensed Operator. The JCRA may direct the terms upon which such Equal Access shall be provided and the JCRA may make subsequent directions modifying or supplementing the regulation of Equal Access. In this Condition, ***Equal Access*** means a facility provided whereby a User can access the Telecommunications System or Telecommunications Services offered by an Other Licensed Operator. The User's choice may be made in either of the following ways, subject to the requirements of the direction:

(a) by pre-selection, that is to say the User registers with the Licensee the name of the Other Licensed Operator which will convey all his calls (but the Licensee may offer a facility to overwrite the preference in the case of any particular call); or

(b) on a call-by-call basis using any Numbers or codes allocated for this purpose by the appropriate licensing authority.

29.2 The Licensee may not charge any fee or require the Subscriber to acquire any special equipment as a pre-requisite to obtaining Equal Access or changing its designation of preferred Operator.

30. REFERENCE INTERCONNECT OFFER

30.1 The Licensee shall, within ninety (90) days of the Licence Commencement Date make publicly available a template Reference Interconnect Offer (***RIO***) which shall contain the terms, schedules of Interconnection and pricing of Interconnection between the Licensee's network and any Other Licensed Operator whose licence terms enables them to Interconnect with another Licensed System.

30.2 The Licensee shall provide details of the template RIO to the JCRA who may, from time to time, direct changes to be made to the terms and/or schedules.

31. INTERCONNECTION

31.1 The Licensee shall:

(a) 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; and

(b) on request, Interconnect the Licensed Telecommunications System with the Telecommunications Network or the Mobile Telecommunications Network of any Other Licensed Operator whose licence authorises such interconnection, at any technically feasible point.

31.2 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 recognised universally for the specified interface. The JCRA may issue a direction as to the information that must be provided.

31.3 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.

31.4 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.

31.5 The JCRA may direct that changes be made to any interconnection agreement to ensure that it is in compliance with the Telecommunications (Jersey) Law.

32. LEASED CIRCUITS

32.1 The Licensee shall offer to lease out circuits or partial circuits for any lawful purpose:

(a) on publicly advertised conditions and on non-discriminatory terms. This is without prejudice to discounts that are in accordance with Condition 36;

(b) within a reasonable time from any written request and, in any event, within thirty (30) days;

(c) so as to meet the quality standards required under the Conditions; and

(d) at prices that do not exceed levels determined from time to time by the JCRA.

32.2 The Licensee shall offer to lease out circuits to Other Licensed Operators on terms that are no less favourable than those on which the Licensee makes equivalent leased circuits available to its Associated Companies, Subsidiaries or Joint Venture Companies or its own business divisions.

32.3 The Licensee shall not be obliged to provide, and may cease to provide, leased circuits to Users in cases in which:

(a) use of the leased circuits in the manner proposed would harm the integrity, security or interoperability of the Licensed Telecommunication System in a material way; or

(b) the leased circuits will be connected to Customer Premises Equipment that is not approved for connection to the Licensed Telecommunication System.

32.4 If the Licensee refuses to provide leased circuits or intends to terminate the provision of a leased circuit service on grounds that the User of the leased circuits is acting in a manner set out in Condition 31.3, the Licensee shall immediately give its reasons in writing to the User, and submit a copy to the JCRA. The JCRA may consider whether the reasons given for the refusal or the intention to terminate the leased circuit are justified and issue directions accordingly.

32.5 The Licensee may include in its agreements with Users of leased circuits, reasonable restrictions consistent with Condition 31.3.

33. SEPARATION OF ACCOUNTS

33.1 Within six (6) months of the Licence Commencement Date, the Licensee shall confirm to the JCRA that it maintains accounting records in a form that enables the activities specified in any direction given by the JCRA to be separately identifiable, and which the JCRA considers to be sufficient to show and explain the transactions of each of those activities.

33.2 The JCRA may require reports on the accounting records and/or activities from time to time. The JCRA may direct the Licensee as to the basis and timing of such reports as the JCRA may require

34. CROSS SUBSIDISATION

34.1 The Licensee shall not unfairly cross-subsidise or unfairly subsidise the establishment, operation or maintenance of any Telecommunication Network or Telecommunication Services.

34.2 To enable the JCRA to evaluate where any unfair cross-subsidisation or unfair subsidisation is taking place, the Licensee shall record at full cost in its accounting records any material transfer of assets, funds, costs, rights or liabilities between a part and any other part of its business, and between it and any Subsidiary or Joint Venture, and shall comply with any directions issued by the JCRA for this purpose.

35. UNDUE PREFERENCE AND UNFAIR DISCRIMINATION

35.1 The Licensee shall not show undue preference to, or exercise unfair discrimination against, any User or Other Licensed Operator regarding the provision of any Telecommunications Services or Access. The Licensee will be deemed to be in breach of this Condition if it favours any business carried on by the Licensee or a Subsidiary or Joint Venture or Other Licensed Operator so as to place Other Licensed Operators competing with that business at an unfair disadvantage in relation to any licensed activity.

36. LINKED SALES

36.1 The Licensee shall not make it a condition of providing any Telecommunications Services, or providing Access that a Subscriber, User or Other Licensed Operator should acquire from the Licensee, or any person specified by the Licensee, any Telecommunications Service or Telecommunications apparatus including CPE, other than the one that is specifically required by the person concerned, unless the Licensee has:

(a) notified the JCRA of its intention to do so; and

(b) has satisfied them that either there are technical reasons why such a bundling of Telecommunication Services and/or Telecommunication Apparatus should occur, or that there is a sufficient economic benefit to Users to justify the bundling.

36.2 The provisions of Condition 36.1 shall not prevent the Licensee from offering discounts in accordance with any discount scheme which complies with Condition 34.

37. PRICE REGULATED SERVICES

37.1 Where the Licensee intends to introduce:

(a) new prices for any Telecommunication Services, or prices for new Telecommunication Services to be introduced by the Licensee;

(b) any discounts to published prices for Telecommunication Services within a relevant market in which the Licensee has been found to be dominant, or for any Subscribers to whom additional services or goods are provided by the Licensee or any of its Subsidiaries or Joint Venture; or

(c) special offers to all or any of its customers for particular categories of Telecommunication Services where those Telecommunication Services have been found to be within a relevant market in which the Licensee has been found to be dominant,

it shall publish the same at least twenty one (21) days prior to their coming into effect or otherwise as required by Telecommunications (Jersey) Law, and provide full details of the same to the JCRA.

37.2 The JCRA may determine the maximum level of charges the Licensee may apply for Telecommunication Services within a relevant market in which the Licensee has been found to be dominant. A determination may:

(a) provide for the overall limit to apply to such Telecommunications Services or categories of Telecommunication Services or any combination of Telecommunication Services;

(b) restrict increases in any such charges or to require reductions in them whether by reference to any formula or otherwise; or

(c) provide for different limits to apply in relation to different periods of time falling within the periods to which any determination applies.

37.3 All published prices, discount schemes and special offers of, or introduced by, the Licensee for Telecommunication Services shall be transparent and non- discriminatory; all prices and discount schemes shall be cost-justified and all special offers shall be objectively justifiable.

37.4 If the JCRA, after consulting the Licensee and such other persons as it may determine, is satisfied that any published price, discount scheme or special offer is in breach the Telecommunications (Jersey) Law or this Licence, the JCRA may, by issuing a direction, require the Licensee to bring the relevant prices, discount schemes or special offers into conformity with the Laws and/or the requirements of this Licence.

38. FAIR COMPETITION

38.1 The Licensee shall:

(a) not abuse any position of Significant Market Power and/or established position in any telecommunications market;

(b) not engage in any practice or enter into any arrangement that has the object or the likely effect of preventing, restricting or distorting competition in the establishment, operation and maintenance of Licensed Telecommunication Systems or the provision of Telecommunication Services; and

(c) comply with any direction issued by the JCRA for the purpose of preventing any market abuse or any practice or arrangement that has the object or effect of preventing, restricting or distorting competition in the establishment, operation and maintenance of Licensed Telecommunication Systems or the provision of Telecommunication Services.

39. NATIONAL ROAMING

39.1 If the Licensee or the Licensee's Subsidiary or Associated Company or joint venture and any Other Licensed Operator fail to reach agreement within sixty (60) days in respect of a request by the Other Licensed Operator for National Roaming, the JCRA may instruct the Licensee to allow, or to procure that the Licensee's Subsidiary or Associated Company or joint venture allows the Other Licensed Operator National Roaming on reasonable

terms unless the JCRA determines that it would be unreasonable to require the Licensee or the Licensee's Subsidiary or Associated Company or joint venture concerned, alone or with any other person willing or required to do so, to grant the necessary National Roaming.

39.2 Any such agreement concluded under Condition 39.1 shall take effect at the latest date on which the Other Licensed Operator has rolled out its Mobile Telecommunications Service to cover an area in which 60% of the Jersey population lives and shall be capable of having effect at least for the period defined in Condition 39.6.

39.3 Where the Licensee is under a duty to negotiate an agreement under Condition 39.1, it shall, in addition, be obliged when requested by the Other Licensed Operator to cooperate with it to ensure that the Other Licensed Operator is in a position to take reasonable advantage of the agreement.

39.4 In the absence of agreement between the parties on an agreement under Condition 39.1, the terms of National Roaming, including time limits for completion of any agreement, shall be determined by the JCRA.

39.5 The Licensee shall comply with any directions or determinations of the JCRA in respect to National Roaming.

39.6 Unless otherwise determined by the JCRA, the Licensee's obligations in this Condition shall cease to have effect three years after the date on which the Other Licensed Operator's spectrum licence for the operation of mobile telephone systems in Jersey takes effect.

40. NETWORK ACCESS

40.1 The Licensee shall, to the extent requested by another OLO, negotiate with that OLO with a view to concluding an agreement (or an amendment to an existing agreement) for Network Access.

40.2 Where an OLO reasonably requests in writing Network Access, the Licensee shall provide that Network Access. The Licensee shall also provide such Network Access as the JCRA may from time to time direct.

40.3 The provision of Network Access shall occur as soon as reasonably practicable and shall be provided on fair and reasonable terms, conditions and charges and on such terms, conditions and charges as the JCRA may from time to time direct.

40.4 Where the Licensee acquires information from another OLO before, during or after the process of negotiating Network Access and where such information is acquired in confidence, in connection with and solely for the purpose of such negotiations or arrangements, the Licensee shall use that information solely for the purpose for which it was supplied and respect at all times the confidentiality of information transmitted or stored. Such information shall not be passed on to any other party for whom such information could provide a competitive advantage. This does not apply to the passing of information to the JCRA where the JCRA requires that information in order to carry out its functions.

40.5 The Licensee shall comply with any direction the JCRA may make from time to time under this Condition.

SCHEDULE A: MNP REQUIREMENTS

Basic Capabilities of the MNP System

1. The JCRA has determined that MNP is a requirement for Jersey. It recognizes that MNP is likely to be required before general NP; however, the JCRA requires that any implemented system for MNP would be forward-looking and provide facilities and capabilities:

   - to interface with an NP system for fixed network telecommunications systems;
   - to interface with an NP system for broadband based telecommunications systems;
   - to manage general numbering functions such as block allocation and number translation services;
   - to operate across all mobile technologies:
   - to interface with any future Domain Name System (***DNS***) based system such as eNum; and
   - to interface with a stolen mobile database function.

   The MNP system also should have the ability to comply with the requirements of the Regulation of Investigatory Powers (Jersey) Law 2005.

Operation of MNP and payment of costs

2. The Donor Network may charge the Recipient Network for the reasonable costs incurred in porting a number to the Recipient Network. The Licensee shall not apply a charge greater than the lowest charge among all Licensed Operators unless it is cost justified to the JCRA's satisfaction.

3. The Licensee shall bear its own costs for accessing the MNP system in relation to the on-going routing of calls to ported numbers.

Outline of the Porting Process

4. Porting originations shall be initiated and controlled by the Recipient Network. The Subscriber requesting porting shall at no time be required to contact the Donor Network to process any part of physical number porting.

5. The Recipient Network may make appropriate validation checks on the Subscriber's right to port. The Donor Network may not require verification information additional to that required by the Recipient Network.

6. Porting requests shall be processed within a timescale not exceeding 48 hours unless a request is refused by a Donor Network on any of the grounds listed in Paragraph 9.

7. A Donor Network shall not initiate contact with a Subscriber that has requested porting prior to the end of that Subscriber's porting process. The Licensee shall implement documented procedures which at a minimum are to ensure that, when it is operating as a Donor Network, there is no communication of information between personnel involved in number porting and personnel in sales and marketing.

8. A Donor Network may only refuse a porting request in circumstances when:

   - the number to be ported is not a valid and live number on the Donor Network;
   - the account number in the request does not relate to the MSISDN on post- paid accounts;

- the number is already subject to a porting process;
- the existing account is subject to suspension of service for non-payment;
- there is failure by the Recipient Network to make available to the Donor Network a copy of the subscriber's authorization for the porting request; or
- the JCRA has approved, upon notification by the Licensee, any other reason than the above for refusal.

10. The Licensee shall not charge the ported Subscriber for requesting or applying the portability function.
11. The Licensee shall notify Subscribers of any tariff differences between 'on-net' and 'off-net' calls as a result of number porting.

DEFINITIONS

As used in Schedule A, the following expressions have the following meanings:

Donor Network	means the Operator that provides service to a Subscriber before porting.
MSISDN	means a mobile station international subscriber directory number.
Recipient Network	means the Operator that acquires a Subscriber who takes up a new service with that Operator and transfers their existing number from their previous Operator.
Subscriber	means a user of telecommunication services provided either through a contract or a pre-paid account.

SCHEDULE B: MINIMUM REQUIREMENTS FOR MOBILE SERVICES

Requirement 1	The Licensee shall, within 18 months of the effective date of the additional spectrum assignment, provide evidence to the JCRA showing how the spectrum has been deployed and the resulting improvements in network coverage, capacity and service quality. The JCRA may require independent verification of the data submitted.
Requirement 2	The Licensee shall, within 18 months of the effective date of the additional spectrum assignment, provide evidence to the JCRA showing how the deployment of the additional spectrum has contributed to reduced environmental impact, including but not limited to improvements in energy efficiency, reduced emissions and more efficient use of network infrastructure. The JCRA may require independent verification of the data submitted.
Requirement 3	The Licensee commits to negotiating in good faith with any potential mobile virtual network operator for access to its mobile networks or to facilitate the establishment of a mobile virtual network operator using the mobile network of another Jersey licensed network operator. The Licensee shall comply with any determination made or direction given by the JCRA in accordance with this Licence or the Telecommunications (Jersey) Law 2002 in relation to this Requirement.
Requirement 4	The Licensee must make effective use of the assigned spectrum within 18 months of receiving the licensed spectrum from Ofcom. If the Licensee fails to achieve and maintain substantial and continuous use of the spectrum, the JCRA may, at its discretion, make a recommendation to Ofcom to revoke or modify the associated licensed spectrum.