

LICENCE

GRANTED TO ✓

HP GUYANA TELEPHONE AND TELEGRAPH COMPANY LIMITED
TO RUN TELECOMMUNICATIONS SYSTEMS

UNDER

SECTION 7 OF THE TELECOMMUNICATIONS ACT 1990

(NO. 27 OF 1990)

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LICENCE GRANTED TO GUYANA TELEPHONE AND TELEGRAPH
COMPANY LIMITED TO RUN TELECOMMUNICATIONS SYSTEMS
UNDER SECTION 7 OF THE TELECOMMUNICATIONS ACT 1990
(NO. 28 OF 1990)

1. The Minister of Communications and Works, in exercise of the powers conferred on him by section 7 of the Telecommunications Act 1990 (No. 28 of 1990) (hereinafter referred to as "the Act") and of all other powers exercisable by him for that purpose, hereby grants to the Guyana Telephone and Telegraph Company Limited (hereinafter referred to as "the Licensee") a Licence, for the period specified in paragraph 3, subject to the Conditions specified in Schedule I hereto, to run the telecommunication systems specified in Annexure A (hereinafter referred to as "the Applicable Systems") and authorises the Licensee to do all or any of the acts specified in Schedule 3 and to provide or undertake the following services throughout the Licensed Area: -

- (a) public telephones, radio telephones (except private radio telephone systems which do not interconnect with the Licensee's network) and pay station telephone services, national and international voice and data communication;
- (b) sale of advertising in any directories of telephone subscribers;
- (c) switched or non-switched private line service supported by facilities constructed over public right of way;
- (d) supply of terminal and customer premises equipment;
- (e) telefax, telex and telegraph service and telefax network service, without prejudice to the right of any other person to undertake any of the following operations:-
 - (i) sale of telefax or teleprinter machines;
 - (ii) maintenance of telefax or teleprinter equipment;

(iii) operation of any facility for the sending and receiving of telefax copies or teleprinter messages; and

X (f) cellular radio telephone service.

2. This licence is subject to -

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(a) the Telecommunications Act 1990 (No. 27 of 1990);

✓ (b) as and when enacted, the Public Utilities Commission Act 1990 (No. 25 of 1990);

(c) the Agreement entered into between the Government of Guyana (hereinafter referred to as "the Government") and Atlantic Tele-Network Inc. on 18 June 1990, as amended (hereinafter referred to as the "Agreement"),

and, subject to the above, to the Conditions set out in Schedule 1 and to revocation or cancellation as provided in Schedule 2.

3. (a) This Licence in so far as it relates to the services mentioned in sub-paragraphs (a), (b) and (c) of paragraph 1 above, shall be an exclusive licence for a period of twenty years; and, at the option of the Licensee and subject to the provisions of the Agreement, shall be renewable on an exclusive basis for a further period of twenty years;

(b) in so far as it relates to the services mentioned in sub-paragraphs (d) and (e) of paragraph (1) above, but subject to the exceptions referred to in the aforesaid sub-paragraph (e), shall be an exclusive licence for a period of ten years; and, at the option of the Licensee and subject to the provisions of the Agreement, shall be renewable for a period of ten years at a time on a non-exclusive basis for a further period agreed to between the Government and the Licensee; and

(c) is so far as it relates to services mentioned in sub-paragraph (f) of paragraph 1 above, shall be a non-exclusive licence for a period of twenty years; and, at the option of the Licensee and subject to the provisions of the

Agreement, shall be renewable for a further period of twenty years; provided that nothing in this Licence shall be deemed to prejudice the right of the Institute of Applied Science and Technology to make provision for, or to provide, any telecommunication services in the course of, or in connection with, the carrying out of its functions.

4. The Licensee shall pay to the Minister assigned responsibility for telecommunications, on behalf of the Government, the following sums at the times stated -
- (a) an initial payment of U.S. \$25,000 (United States dollars twenty-five thousand) in two equal instalments payable on or before 30th June, 1991 and 31st December, 1991; and
 - (b) on 1st January 1992, and annually thereafter on the first day of the year, a further fee, payable in United States dollars, which shall be a sum equivalent to 0.1 per cent of the gross revenues of the Licensee's Systems Business in the year preceding the year in which the fee is payable.

For the purposes of this paragraph "Gross revenues" means the aggregate of the total net revenues received by the Licensee from outside Guyana and the gross revenues received by the Licensee from within Guyana.

5. The Interpretation and General Clauses Act (Cap. 2:01) shall apply for the purpose of interpreting this licence as if it were an Act of Parliament; and expressions used in this licence, but not defined herein, and defined in the Act, shall have the same meanings as in the Act.
6. For the removal of doubts it is hereby declared that references herein to the Licence shall, unless the context otherwise requires, be deemed to include references to the Schedules and Annexure hereto.

Dated this nineteenth day of December, 1990

Minister of Communications and
Works.....

MINISTER

SCHEDULE 1

CONDITIONS INCLUDED UNDER SECTION 7 OF THE ACT

PART 1

DEFINITIONS AND INTERPRETATIONS

1. In these Conditions unless the context otherwise requires-
 - (a) "Apparatus Production Company" has the meaning given to it in Condition 21;
 - (b) "Apparatus Supply Business" has the meaning given to it in Condition 18;
 - (c) "Authorised Overseas System" means any telecommunication system which is authorised to be connected as an Applicable System under Schedule 3;
 - (d) "Bringing into Service" means the process of connecting by such means such apparatus or such telecommunication apparatus (including apparatus comprised in a telecommunication system) or a telecommunication system to another telecommunication system, or the process of disconnecting by such means such apparatus or such system from another such system; and includes such testing or inspection of that apparatus or system and any other apparatus or system to which it is or is to be connected as is necessary for the purpose of ensuring that the apparatus or the system in which it is or is to be comprised, or the system, is authorised to be connected to any of the Applicable Systems; and expressions cognate with "Bringing into Service" shall be construed accordingly;
 - (e) "Call Box Services" and "Public Call Box" have the meanings given to them in Condition 11;
 - (f) "Connectable System" and "Connection Service" have the meanings given to them in Condition 13;
 - (g) "Cost" includes a reasonable profit;

- (h) "To dial" includes any equivalent operation;
- (i) "Emergency" means an emergency of any kind including any circumstance whatever resulting from major accidents, natural disasters and incidents involving toxic or radio-active materials;
- (j) "Emergency Organisations" has the meaning given to it in Condition 6;
- (k) "Exchange Line" means telecommunication apparatus (within the meaning of section 2(1)(t) of the Act) comprised in the Applicable Systems and installed for the purpose of connecting a telephone exchange run by the Licensee to a Network Termination Point comprised in Network Termination and Testing Apparatus installed by the Licensee on premises within the Licensed Area for the purpose of providing voice telephony services at those premises;
- (l) "Guyana" includes any area to which the provisions of the Act apply by virtue of Section 56 thereof;
- (m) "International Connection Service" means a telecommunication service consisting in the conveyance of any Message which has been conveyed or which is to be conveyed by means of any telecommunication system outside Guyana, the connection of which to the system by means of which that service is provided is authorised by a Licence;
- (n) "Licence" means a licence granted or having effect as if granted under Section 7 of the Act;
- (o) "Licensed Area" means Guyana including its territorial waters;
- (p) "Licensee's Group" means the Licensee and all of its Subsidiaries taken together;
- (q) "Limited Maintenance Telecommunication System" and "Limited Maintenance Telecommunication Apparatus" mean any telecommunication system or telecommunication apparatus, as the case may be which is, or is to be, run under a Licence which requires Maintenance Services to be provided in respect of it, if it is, or is to be, connected to any of the Applicable Systems, by either the

Licensee or the person running any other public telecommunication system to which it is, or is to be, connected;

- (r) "Maintenance Services" means in relation to any apparatus which has been installed -
- (i) Pre-Maintenance Inspection;
 - (ii) Carrying out repairs;
 - (iii) Verifying or ensuring that -
 - (1) the apparatus performs in accordance with its specification or as may be required by the operator of the Connectable System in which such apparatus is incorporated;
 - (2) the apparatus continue to comply with any condition contained in an approval of that apparatus under Section 20 of the Act or in the designation of a standard under that Section;
 - (3) any terms or conditions regarding the apparatus or its connection or use that may be stipulated by the Licensee and which must be observed if the Connectable System is or to remain connected to the Applicable Systems are observed;
 - (iv) any activity involving the removal of the outer cover of the apparatus or alteration of the apparatus including alterations of any stored commands capable of affecting the compliance of the apparatus with the technical requirements and conditions mentioned in (iii) above; or
 - (v) any activity involving the use of any test apparatus or other equipment not forming a permanent part of the apparatus.

but shall not include operations incidental to the installation, Bringing into Service or routine use of the apparatus to convey Messages;

- (s) "Message" means anything falling within paragraphs (i) to (iv) of Section 2(1)(v) of the Act;
- (t) "Network Connecting Apparatus", "Network Termination Point" and "Network Termination and Testing Apparatus" have the meanings given to them in Annexure A;
- (u) "Operator" has the meaning given to it in Condition 13;
- (v) "Pre-Maintenance Inspection" means any inspection reasonably necessary to ensure that apparatus has been properly installed in a manner rendering it fit to be maintained by the person making the inspection, but does not include any inspection for the purpose of ~~Bringing into Service~~;
- (w) "Private Circuit" means a circuit which is -
 - (i) provided by means of a telecommunication system comprised in the Applicable Systems;
 - (ii) made available to a particular person or particular persons for the conveyance of Messages between fixed points within that SYSTEM; and
 - (iii) installed in such a way that persons sending Messages by means of that circuit are not able to select the destination within that system to which messages are conveyed;
- (x) "Public Emergency Call service" has the meaning given to it in Condition 6;
- (y) "Relevant Connectable System" has the meaning given to it in Condition 13;
- (z) "Relevant Service" means any service which is provided in whole or in part by means of any of the Applicable Systems;
 - (aa) "Relevant Terminal Apparatus" has the meaning given to it in Annex A;
 - (bb) "Served Premises" has the meaning given to it in Annex A;

- (cc) "Supplemental Services Business" has the meaning given to it in Condition 18;
- (dd) "Systems Business" has the meaning given to it in Condition 18;
- (ee) "telegram" and "telegraph" have the meanings given to them in the Post and Telegraph Act (Cap. 47:01);
- (ff) "Telephone" means an item of telecommunication apparatus capable when connected to the licensee's public switched telephone network of transmitting and receiving uninterrupted simultaneous two way speech conveyed, or as the case may be to be conveyed, by means of that network;
- (gg) "Wholly Owned Subsidiary" means a body corporate, all the issued shares in which are held by or on behalf of the licensee.

2. For the avoidance of doubt it is hereby declared that for the purposes of these Conditions references to the supply of telecommunication apparatus do not include the making available of apparatus comprised or to be comprised in any of the Applicable Systems.
3. For the purposes of interpreting these Conditions headings and titles to any Condition shall be disregarded.
4. Nothing which the Licensee may do, or omit to do, after the date on which any provision of these Conditions enters into force shall be held to constitute a failure to comply with an obligation imposed on the Licensee by or under these Conditions to the extent that the Licensee is obliged or permitted to do or to omit to do (as the case may be) that thing by the terms of any contract subsisting immediately before that date.

PART 2

SPECIAL CONDITIONS REFERRED TO IN SECTION 8 OF THE ACT

CONDITION 1: Universal Provision of Telecommunication Services

- 1.1 The Licensee shall provide to every person who requests the provision of such services at any place in Guyana -
- (a) voice telephony services;
 - (b) telegram services; and
 - (c) other telecommunication services, consisting in the conveyance of Messages, agreed or required to be provided by the Licensee under the Agreement,

by means of the Applicable Systems, except to the extent that the Director is satisfied that any reasonable demand is or is to be met by other means and that accordingly it would not be reasonable in the circumstances to require the Licensee to provide the services requested; and the Licensee shall ensure that Applicable Systems are installed, kept installed and run for those purposes.

CONDITION 2: Provision of Telecommunication Services in Rural Areas

- 2.1 The Licensee shall provide in accordance with the Agreement to every person who requests the provision of such services in a rural area within the Licensed Area -
- (a) voice telephony services;
 - (b) telegram services; and
 - (c) other telecommunication services, consisting in the conveyance of Messages, agreed or required to be provided by the Licensee under the Agreement,

by means of the Applicable System, except to the extent that the Director is satisfied that any reasonable demand is or is to be met by other means and that accordingly it would not be reasonable in the circumstances to require the Licensee to provide the services requested; and the Licensee shall ensure Applicable Systems are installed, kept installed and run for those purposes.

CONDITION 3: Directory Information

3.1 The Licensee shall -

- (a) on request by any person in Guyana (other than a public telecommunications operator) to whom it provides voice telephony services by means of any of the switched Applicable Systems, provide to that person by means of any such System used to provide such services to that person a directory information service relating to the switched voice telephony services it provides to any other person by means of either the same Applicable System or any other Applicable System to which it is connected and which is a switched voice telephony system; and
- (b) on the written request of any person in Guyana supply to that person such directories as the Licensee, for the purpose of facilitating the use by others of any switched telecommunication service it provides by means of any of the Applicable Systems, publishes and makes available generally to persons to whom it provides those services.

3.2 Where the Licensee provides switched voice telephony services by means of any Applicable System which is connected to another public telecommunication system in Guyana (the "Other System") by means of which switched voice telephony services are provided, it shall -

(a) to the extent that the operator of the Other System makes available directory information to the Licensee and to those to whom that other operator provides voice telephony services, ensure that those to whom the Licensee provides voice telephony services can obtain by using the Applicable System by means of which those services are provided (whether together with some other system or not) such directory information as is so available about persons to whom such services are provided by means of that Other System; and

(b) provide, whether by means of the Applicable Systems or otherwise, the operator of that Other System with directory information about persons to whom the Licensee provides switched voice telephony services in a form which is sufficient to meet any reasonable request of that operator (having regard in particular to what it is reasonably convenient for the Licensee to provide and to what is not to the commercial disadvantage of the Licensee) for the purpose of enabling that operator to provide directory information about such services provided by means of the Applicable Systems and that Other System when connected together; but the Licensee shall not be obliged to comply with a request made by an operator under this sub-paragraph unless the operator undertakes to use the directory information only for the purpose of providing directory information services to persons to whom he provides switched voice telephony services.

3 Where the Licensee provides switched voice telephony services by means of any of the Applicable Systems which is connected to an Authorised Overseas System by means of which such services are provided, then, if a directory information service is provided by means of that Authorised Overseas System in respect of that Authorised Overseas System, the Licensee shall provide to any person to whom it provides switched voice telephony services by means of that Applicable System information as to how that person may avail himself by means of that Applicable System and that Authorised Overseas System when connected together of the directory information service provided in respect of that Authorised Overseas System and shall take all reasonable steps to secure that that can be done.

4 Where the Licensee provides switched voice telephony services by means of any of the Applicable Systems which is connected to both -

- (a) an Authorised Overseas System by means of which such services are provided -
- (b) a Connectable System in Guyana by means of which such services are provided which is run under a Licence which does not authorise the connection of that system to a system outside Guyana so as to convey Messages from Guyana to a place outside Guyana,

it shall not unreasonably refuse to provide to the operator of that Connectable System access to such directory information services relating to the Authorised Overseas System as the Licensee makes available to those to whom it provides voice telephony services.

3.5 The directory information service provided by the Licensee under Condition 3.1(a) and 3.3 and the information made available under Conditions 3.2(a) shall include a service or information as the case may be satisfactory to the Director whereby directory information is made available in a form which is appropriate to meet their needs to persons in the Licensed Area who are so blind or otherwise disabled as to be unable to use a telephone directory in a form in which it is generally available to persons to whom the Licensee provides services; and the service so provided to such persons shall from the date on which the Licensee enters into force be provided free of charge or, if the Director is satisfied that that is not practicable, the Licensee shall provide, in accordance with arrangements agreed with the Director, appropriate reasonable compensation in respect of charges that are paid.

3.6 The obligations in Conditions 3.1, 3.2 and 3.3 shall not apply when the directory information requested relates to a person who has requested the Licensee or the operator of the connected telecommunication system not to provide such information in relation to him.

~~This Condition operates without prejudice to Condition 13.~~

CONDITION 4: Maintenance Services

4.1 If so required by any person to whom it provides telecommunication services in accordance with Condition 1 or 2, the Licensee shall also provide Maintenance Services in respect of any telecommunication system or telecommunication apparatus in that person's control which is or is to be lawfully connected to any of the Applicable Systems, except -

- (a) where the Licensee has notified that person that the system or apparatus is beyond economic repair or the components or tools necessary to effect the repair are no longer available and the Director has not determined to the contrary;

- (b) where the system or apparatus has been supplied by a person who is not a member of the Licensee's Group and is neither a Limited Maintenance Telecommunication System nor Limited Maintenance Telecommunication Apparatus; or
- (c) where the approval under Section 20 of the Act of the apparatus for connection to any of the Applicable Systems or to any system which is itself connected to or to be connected to any of the Applicable Systems does not require it to be maintained, while it is so connected, by either the Licensee or the person running any other public telecommunication system to which it is or is to be connected.

DITION 5: International Services

- 5.1 The Licensee shall take all reasonable steps to provide by means of the Applicable Systems to any person to whom it provides telecommunication services by means of those Systems and who so requests International Connection Services to the extent necessary to satisfy all reasonable demands for such Services by such a person.

DITION 6: Public Emergency Call Services

- 6.1 The Licensee shall provide a Public Emergency Call Service, that is to say a telecommunication service by means of which any member of the public may, at any time and without incurring any charge, by means of any item of telecommunication apparatus which is lawfully connected to any of the Applicable Systems at any place in the Licensed Area and which is capable of transmitting and receiving unrestricted two way voice telephony services, communicate as swiftly as practicable with any of the Emergency Organisations for the purpose of notifying them of an Emergency.

For the purpose of this Condition -

- (a) "Emergency Organisations" means in respect of any locality -
- (i) the relevant public police, fire, ambulance and coastguard services for that locality; and
 - (ii) any other similar organisation providing assistance to the public in Emergencies in respect of which the Licensee is providing a Public Emergency Call Service on the day on which this Licence enters into force;
- (b) telecommunication apparatus shall only be regarded as capable of transmitting and receiving unrestricted two way voice telephony services if it is capable of both -
- (i) transmitting for conveyance by means of an Applicable System specific signals designated by the Licensee for the purpose of establishing communication with voice telephony apparatus controlled by the Emergency Organisations; and
 - (ii) transmitting and receiving uninterrupted simultaneous two way speech conveyed, or as the case may be to be conveyed, by means of that Applicable System.

The Licensee may restrict the telecommunication services provided under this Condition in respect of any of the Emergency Organisations mentioned in paragraph 6.2(a)(ii) to the extent to which such restriction is agreed by the authority responsible for that Organisation or, in the absence of such agreement, to such extent as may be authorised by the Director.

CONDITION 7: Calls Made by Emergency Organisations

7.1 The Licensee shall, for the purpose of facilitating the provision of services by Emergency Organisations in circumstances where telephone numbers cannot be dialled direct, provide operator-assisted voice telephony services with a view to enabling officials of any authority, designated by the Minister, to send messages for conveyance by means of any of the Applicable Systems to any Network Termination Point for switched voice telephony within the Applicable Systems either

- (a) with the least possible delay if such officials send specific signals designated by the Licensee for the purpose and proffer evidence of identity sufficient to establish to the Licensee's satisfaction that they are such officials; or
- (b) with priority over all communications except emergency calls and those covered by (a) above if such persons send specific signals designated by the Licensee for the purpose and proffer such evidence of identity.

CONDITION 8: Maritime Emergency Services

8.1 The Licensee shall enter into an agreement with the Minister for the provision of distress, urgency and safety services for shipping in accordance with the Radio Regulations of the International Telecommunication Union to the extent that the Minister pays the costs of such services, except costs which the Director determines to be unjustifiable.

CONDITION 9: Planning and Implementation of Special Arrangements for Emergencies

1. The Licensee shall, after consultation with the authorities responsible for Emergency Organisations and such departments of central and local government as the Director may from time to time determine and whose names are notified to the Licensee by him for the purpose, make plans or other arrangements for the provision or, as the case may be, the rapid restoration of such telecommunication services as are practicable and may reasonably be required in Emergencies.
2. The Licensee shall, on request by any such person as is designated for the purpose in the relevant plans or arrangements, implement those plans or arrangements in-so-far as it is reasonable and practicable to do so.
3. Nothing in this Condition precludes the Licensee from -
 - (a) recovering the costs which it incurs in making or implementing any such plans or arrangements from those on behalf of or in consultation with whom the plans or arrangements are made; or
 - (b) making implementation of any plan or arrangement conditional upon the person or persons for whom or on whose behalf that plan or arrangement is to be implemented indemnifying the Licensee for all costs incurred as a consequence of the implementation.

CONDITION 10: Priority Fault Repair Service

10.1

Without prejudice to any other obligation under these Conditions, the Licensee shall, when notified of any fault or failure of any of the Applicable Systems or of a Relevant System which causes any interruption, suspension or restriction of the telecommunication services provided by means of that Applicable System or that Relevant System, provide -

- (a) to any person described in paragraph 10.2;
- (b) to any person described in paragraph 10.3;
any
- (c) in respect of any Exchange Line or Private Circuit described in paragraph 10.3;

a priority Fault Repair Service with a view to restoring those services as swiftly as practicable and with priority so far as is reasonably practicable over Fault Repair Services provided by the Licensee to other persons.

10.2

The persons to whom paragraph 10.1(a) applies are those -

- (a) who are engaged in the provision of an emergency service to the public, the provision of any essential services, the supply of any essential goods or in public administration; and
- (b) (i) (A) whom the Licensee reasonably believes are within any class or description included in a list prepared by the Director in consultation with the Licensee and notified to the Licensee by the Director; and
(B) who apply, or on behalf of whom an application is made, to the Licensee for priority Fault Repair Service; or

- (ii) whose names and other particulars are notified to the Licensee by the Director; and
- (c) who pay the Licensee's charges for the priority Fault Repair Service or in respect of whom those charges are paid; and
- (d) who have a bona fide need for an urgent repair.

10.3 Subject to paragraph 10.4, the persons to whom paragraph 10.1(b) applies and the Exchange Lines or Private Circuits to which paragraph 10.1(c) applies, are those -

- (a) whom or which the Licensee reasonably believes are within any class or description contained in a determination made and notified to the Licensee by the Director; and
- (b) who apply, or in respect of whom or which an application is made, for priority Fault Repair Service; and
- (c) who pay, or in respect of whom or which are paid, the Licensee's charges for the priority Fault Repair Service; and
- (d) who have or in respect of which there is a bona fide need for an urgent repair.

10.4 (a) The Director shall not make a determination under paragraph 10.3(a) without the consent of the Licensee.

- (b) A determination made under paragraph 10.3(a) may require the Licensee to provide the priority Fault Repair Service free of charge or on charges which are less than those which are payable by the persons described in paragraph 10.2.
- (c) Where the Director has made a determination under paragraph 10.3(a) and -
 - (i) the Licensee gives notice to the Director that it wishes the determination to cease to have effect; or

(ii) the Director notifies the Licensee that he wishes the determination to cease to have effect,

the determination shall cease to have effect at the end of the period of six months beginning on the day when the notification was given.

The priority Fault Repair Service shall be available for 24 hours or for such lesser periods of each day as may be agreed between the Licensee and the person paying for its provision.

In this Condition -

(a) "Fault Repair Service" means a service consisting in such repair, maintenance, adjustment or replacement of any of the Applicable Systems or such repair or adjustment of any Relevant System as is necessary to restore and maintain a sufficient service;

and

(b) "Relevant System" means any -

(i) telecommunication system not comprised in any of the Applicable Systems; or

(ii) telecommunication apparatus which is or is to be connected to any of the Applicable Systems and in respect of which the Licensee is contractually bound to provide Maintenance Services.

Where on the date on which this Licence enters into force, the Licensee is unable to comply with this Condition, it shall do so as soon as reasonably practicable thereafter and meanwhile shall provide a priority Fault Repair Service as like to that required under this Condition as is reasonably practicable.

CONDITION 11: Public Call Box Service

- 11.1 The Licensee shall secure that Call Box Services are provided at all its Public Call Boxes and Temporary Call Boxes in the Licensed Area whether installed before, on or after the date on which this Licence enters into force.
- 11.2 The Licensee may cease to provide Call Box Services at any Temporary Call Box at any time but may cease to provide such services at any Public Call Box only if -
- (a) their continued provision is impracticable;
 - (b) the Revenue from the services provided at that Call Box in any period of twelve months ending not more than six months before the cessation has fallen below the Minimum Figure applying to that Call Box or Call Boxes of that description and the Licensee is not entitled to receive the difference between the Revenue and that Figure from any other person;
 - (c) the Call Box in question is located near another Public Call Box at which such Services continue to be provided and which is readily accessible from the place where the Call Box at which Services will cease to be provided is situated;
 - (d) the Licensee has, before the cessation, agreed with the Director that it will provide such Services at another Public Call Box to be installed near to, and readily accessible from, the place where the Call Box at which they are no longer to be provided is situated;
 - (e) such Services are available to the public at a Private Call Box -
 - (i) which is near to, and readily accessible from, the place where the Public Call Box at which Services will cease to be provided is situated; and

- (ii) the person controlling that Private Call Box has entered into a contract with the Licensee undertaking to give the public unrestricted access to the Private Call Box at all times (or for such period of each day as the Director determines in relation to that Call Box or all Call Boxes of that description) for the purpose of obtaining such Services and that that Private Call Box has installed in it apparatus enabling persons using hearing aids designed for use in conjunction with Telephones to use such hearing aids when voice telephony services are provided to them, and the Licensee takes all reasonable steps necessary to ensure that the terms of all contracts are observed;
- (f) any person with power to require the removal of the Call Box in question requests the Licensee to remove it,
- (g) the Director is satisfied that all reasonable demands for Call Box Services in any particular area are being met at Public Call Boxes installed there by another public telecommunication operator or under arrangements made by such an operator similar to those in paragraph 11.2 (c); or
- (h) the Director agrees that such Services need no longer be provided at the Call Box in question for any other reason.

Where the Licensee ceases to provide Call Box Services at any Public Call Box on the ground that their continued provision there is impracticable, it shall use its best endeavours to provide such Services at another Public Call Box near to, and readily accessible from, the place where the first mentioned Call Box was situated, failing which it shall send by registered post or recorded delivery or by hand to the Director and to the Relevant Local Authorities and Relevant Consumer Bodies for the area in which the Public Call Box is situated a notice specifying the reasons why it considers that the continued provision of Call Box Services at that Public Call Box is no longer practicable and inviting those Authorities and Bodies to make representations in regard to the proposed cessation to the Director within a period of 42 days from the giving of notice. The Licensee shall as soon as reasonably practicable resume the provision of Services at a Public Call Box installed in the same place as, or in a place which is near to, and readily accessible from, the place where the Public Call Box at which Services are no longer provided was situated, if the Director, after considering the terms of the notice and any representations and objections received by him in connection with it, concludes that the provision of Call Box Services either in the place where the first mentioned Call Box was situated or in a place near to, and readily accessible therefrom, is practicable and within 70 days of the giving of the notice requires the Licensee to do so.

Where the Licensee proposes to cease to provide Call Box Services at any Public Call Box on the ground set out in paragraph 11.2 (b) of this Condition, it may cease to provide those Services at that Call Box only if it has -

- (a) posted prominently in or on that Call Box a notice specifying -
 - (i) that the Licensee is proposing to cease to provide Services there;
 - (ii) the reasons for the proposal;
 - (iii) the Minimum Figure;

- (iv) the steps (whether in the form of financial contributions or the provision of services) which if taken by others would oblige the Licensee to continue to provide Services at that Call Box;
 - (v) the address of the Licensee's office to which representations and objections with respect to the proposal may be made;
 - (vi) the period (not being less than 28 days commencing with the date when the notice is first posted in or on that Call Box) within which representations and objections with respect to the proposal may be made;
- (b) sent by registered post or recorded delivery or by hand a copy of that notice to the Relevant Local Authority and Relevant Consumer Bodies for the area in which that Call Box is situated;
 - (c) considered any representation or objection duly made with respect to the proposal within the period specified in sub-paragraph (a) (vi) above; and
 - (d) sent to the Director by registered post or recorded delivery or by hand a copy of the notice described in sub-paragraph (a) together with copies of any representations and objections that the Licensee has received with respect to the proposal and its comments and conclusions thereon;

and 28 days have elapsed after the material specified in paragraph 11.4(d) has been sent to the Director.

11.5 The Licensee shall, after consultation with the Director, publish from time to time in accordance with Condition 16.3 guidelines for determining when -

- (a) Public Call Boxes should be installed in new locations; and

(b) Temporary Call Boxes should be installed in locations where major events of national or international standing take place,

and shall install Call Boxes on request in accordance with those guidelines unless there are special circumstances which make it unreasonable to require the Licensee to do so.

11.6 Without prejudice to paragraph 11.5, the Licensee shall provide Call Box Services at Public Call Boxes or Temporary Call Boxes installed or to be installed in locations specified by any person who undertakes to pay to the Licensee its costs incurred in providing such Services and to comply with the Licensee's terms and conditions.

11.7 In this Condition -

(a) "Call Box" means any kiosk, booth, acoustic hood, shelter or similar structure at which apparatus is installed for the provision of voice telephony services to the public or a class of the public together with such apparatus;

(b) "Call Box Services" means the installation, repair and maintenance of Call Boxes, the service of conveying by means of the Applicable Systems voice telephony messages to and from such Boxes, directory information services relating to switched voice telephony services available at such Boxes and Public Emergency Call Services so available;

(c) "Minimum Figure" means G\$50,000 per annum or such other amount as the Director and the Licensee may agree for the time being in respect of any Call Box or any description of Call Boxes, after consultation with the advisory bodies established by the Minister under section 43 (1) of the Act;

(d) "Private Call Box" means a Call Box owned by or supplied to a person other than the Licensee or another public telecommunications operator at which Call Box Services are or may be provided;

- (e) "Public Call Box" means a Call Box to which the public has access at all times which is neither a Private Call Box nor a Temporary Call Box and at which Call Box Services are or may be provided;
- (f) "Relevant Consumer Body" means the bodies referred to in Condition 29;
- (g) "Relevant Local Authority" means the smallest unit of Local Authority for the area where the Public Call Box is located;
- (h) "Revenue", in relation to services provided at any Public Call Box, means the actual amounts received by the Licensee in respect thereof, together with a notional sum equal to 25 percent (or such other percentage as the Director and the Licensee may agree for the time being) of the aggregate of such amounts representing revenue earned in respect of transfer charge, credit and similar facilities provided at that Call Box and of services provided and paid for elsewhere which involve conveyance of messages to that Call Box; and
- (i) "Temporary Call Box" means a Call Box run by the Licensee which is mobile or is installed for a limited period or is permanently installed but at which Call Box Services are provided to the public or a class of the public for limited periods of time.

CONDITION 12: Maritime Services

12.1. The Licensee shall provide two way telecommunication services (including voice telephony and data transmission services) consisting in the transmission and reception of Messages conveyed or to be conveyed between seagoing vessels and hovercraft and any Network Termination Point in any of the Applicable Systems. Such services shall comply with any relevant requirements of the Radio Regulations of the International Telecommunication Union.

12.2

In this Condition "seagoing vessel" includes any floating structure for the exploration for, or exploitation of, oil or gas, or similar structure, while it is not maintained on a station.

CONDITION 13: Connection of Systems Providing Connection Services

13.1

Without prejudice to Condition 3 and subject to the provisions of this Condition the Licensee shall, unless it is impracticable to do so, enter into an agreement with the Operator, that is to say any person who is authorised by a Licence to run a Relevant Connectable System, if the Operator requires it to do so -

- (a) to connect, and keep connected, to any of the Applicable Systems, or to permit to be so connected and kept connected, that Relevant Connectable System and accordingly to establish and maintain such one or more Points of Connection as are reasonably required and are of sufficient capacity and in sufficient number to enable Messages conveyed or to be conveyed by means of the Operator's system to be conveyed by means of any of the Applicable Systems in such a way as conveniently to meet all reasonable demands for the conveyance of Messages between the Relevant Connectable System and any of the Applicable Systems;
- (b) without prejudice to paragraph 13.1 (a), where the Operator is a Long Line Public Telecommunications Operator to establish and maintain such Points of Connection as will enable persons running telecommunication systems connected to the Operator's system and persons running telecommunication systems connected to any of the Applicable Systems to exercise freedom of choice as to the extent to which Messages are conveyed by means of the Applicable Systems and in routing Messages so conveyed; and

- (c) to provide such other telecommunication services (including the conveyance of Messages which have been, or are to be, transmitted or received at such Points of Connection), information and other services as the Director determines are reasonably required (but no more than reasonably required) to secure that Points of Connection are established and maintained and to enable the Operator effectively to provide the Connection Services which he provides or proposes to provide.

13.2 The Licensee shall not be obliged under paragraph 13.1 to enter into an agreement to do anything if -

- (a) in the opinion of the Licensee it would be liable to cause the death of or personal injury to, or damage to the property of, the Licensee or any person engaged in the Licensee's business, or materially to impair the quality of any telecommunication service provided by means of any of the Applicable Systems or any telecommunication system (other than the Operator's system) connected thereto and the Director has not expressed a contrary opinion; or

~~(b) in the opinion of the Licensee~~

- (i) it would require an adjustment to, or modification of, any of the Applicable Systems whether by incorporation of apparatus or otherwise or the provision by the Licensee of services or information which in any particular case would not be reasonably required; or
- (ii) it would be reasonably practicable to require the Licensee to do that thing, or permit it to be done, at the time or in the manner required by the Operator, having regard to the state of technical development of the Applicable Systems or any other matter which appears to the Director to be relevant,

and the Director has not expressed a contrary opinion.

- 13.3 The Licensee may require that an agreement to be entered into under paragraph 13.1 should be subject to terms and conditions, but only such terms and conditions as are permitted in relation to that agreement in accordance with paragraphs 13.4, 13.5 and 13.6.
- 13.4 Subject to paragraphs 13.5 and 13.6 terms and conditions are permitted if they are agreed between the Operator and the Licensee and relate to all or any of the following matters -
- (a) the charges to be paid by the Operator for anything done under an agreement of the kind described in paragraph 13.1 or as a result of such agreement;
 - (b) the method adopted or to be adopted to make or maintain the connection;
 - (c) the Points of Connection in the Applicable Systems at which the connection is or to be made (including arrangements for determining the point at which Messages will be transferred from one system to another and arrangements for conveying and rerouting Messages in cases of Emergency or difficulty);
 - (d) any restrictions on the telecommunication services to be provided by the Licensee or the Operator, being restrictions needed to satisfy international obligations or recommendations applying to, and accepted by the Government or to which the Director consents from time to time;
 - (e) the time when and period from which the Licensee or the Operator is to be obliged to do anything or to permit anything to be done and any arrangements for reviewing the terms and conditions of the agreement;

- (f) the form and manner in which Messages are to be transmitted or received at the Points of Connection including arrangements for numbering and the use of appropriate call progress tones and announcements;
- (g) the means of securing that any Message will be received by means of the connection with a signal quality which is in accordance with any obligations and recommendations of the International Telecommunication Union which apply to and are accepted by the Government or with any other standard to which the Director consents for the purpose from time to time;
- (h) arrangements for charging customers and others in respect of Messages conveyed by virtue of the agreement;
- (i) arrangements for Messages conveyed or to be conveyed outside Guyana;
- (j) provision by the Operator of a reasonable indemnity against any loss or damage sustained by the Licensee in consequence of the agreement in circumstances where the Licensee provides to the Operator an equivalent indemnity; and
- (k) any other matter of which the Director is satisfied that account should be taken in the special circumstances of any particular case or which is agreed between the Licensee and the Operator.

13.5

If after a period which appears to the Director to be reasonable for the purpose, the Licensee has failed to enter into an agreement as required by the Operator under paragraph 13.1 then the Director shall, on the application of the Operator or the Licensee, determine the permitted terms and conditions for the purpose of that agreement which have not been agreed between the Licensee and the Operator being terms and conditions relating to the matters mentioned in paragraph 13.4 which appear to the Director reasonably necessary (but no more than reasonably necessary) to secure -

- (a) that the Operator pays to the Licensee the cost of anything done pursuant to or in connection with the agreement including fully allocated costs attributable to the services to be provided and taking into account relevant overheads and a reasonable rate of return on attributable assets;
- (b) that the Licensee is properly indemnified against any liabilities to third parties or damage to the Applicable Systems or loss arising from such damage which may result from the performance of the agreement;
- (c) that the Licensee is reasonably able in all the circumstances (including its obligations and reasonably foreseeable obligations to permit other Operators to provide services by means of Points of Connection under this Condition) to finance the other services which it is required by this Licence to provide and to recover costs which are incurred for the provision of those other services or are necessarily incidental thereto;
- (d) that the quality of any telecommunication services provided by means of the Applicable Systems and any systems (other than the Operator's system) connected thereto is maintained;
- (e) that the requirements of fair competition are satisfied;
- (f) that proper account is taken of any other matter reasonably required for the protection of the interests of the Licensee to the extent that no interest of the Operator is unduly prejudiced, including the need to ensure -
 - (i) that arrangements for connection accord with good engineering principles and practice;
 - (ii) that the commercial development of the Applicable Systems is not unduly impeded;

- (iii) that charging arrangements take account of the overall pattern of the Licensee's costs;
- (iv) that Messages which originate on one system and are conveyed by another should pass through a Point of Connection as near as reasonably practicable to the place from which they are initially sent or at which they are ultimately received;
- (v) that the Operator does not rely unduly upon services provided by the Licensee as a means of satisfying his own obligations under his Licence;
- (vi) that the Licensee's obligations to the Operator are determined having due regard to its obligations and reasonably foreseeable obligations to establish Points of Connection for others;
- (vii) that arrangements made under this Condition are so far as circumstances allow in as similar a form as practicable notwithstanding the variety of Operators entitled to such arrangements under this Condition;
- (viii) that commercial and confidential information of the Licensee is properly protected; and
- (ix) that the technical evolution and numbering arrangements of the Applicable Systems are not unreasonably constrained.

13.6

Where the Licensee is required to enter into an agreement to do anything under paragraph 13.1 (b) the permitted terms and conditions may relate to all or any of the matters mentioned in paragraph 13.4 but in determining the terms and conditions, in the event of a failure to agree, under paragraph 13.5 the Director shall have regard to (in addition to the matters specified in paragraph 13.5) the need to ensure -

- (a) that, in-so-far as any freedom of choice is conferred upon persons running telecommunication systems connected to the Operator's system as to the extent to which Messages are conveyed by means of the Applicable Systems and in routing messages so conveyed, a corresponding freedom of choice is conferred so far as reasonably practicable on persons running telecommunication systems connected to the Licensee's system;
- (b) that the requirements of fair competition, including the need for those to whom telecommunication services are provided to have a reasonable means of learning by whom the Messages sent by them are conveyed, are satisfied,

but paragraph 13.5 shall have effect for this purpose with the omission of sub-paragraph (f) (iv).

13.7

The Licensee shall not be obliged to enter into any agreement under paragraph 13.1 if he refuses to do so, giving his reasons in writing to the Operator and to the Director, and the Director determines that those reasons are proper ones having regard to the matters mentioned in paragraphs 13.5 and 13.6.

13.8

Where -

- (a) an agreement has been entered into under paragraph 13.1, but for any reason (whether breach of that agreement or otherwise) anything which the Licensee is required to do under the agreement is not being done;

- (b) the Director considers that the thing ought to be done in order to ensure that a connection made pursuant to that agreement is maintained or that a connection is established pursuant to that agreement and that Messages are conveyed by means of the connection in accordance with the agreement; and
- (c) the Director is satisfied that the Operator is not able satisfactorily to enforce the agreement so that that thing is done within such time as the Director considers necessary.

then, if the Director so directs, the Licensee shall do that thing subject to such conditions as the Director determines to be reasonable in the circumstances, having regard, in particular, to the permitted terms and conditions which apply and to any thing which he may reasonably require the Operator to do in order to mitigate the effects of the Licensee's failure to do the thing which he is required to do.

13.9

In this condition -

- (a) "Connectable System" means a telecommunication system which is authorised to be run under a Licence which authorises connection of that system to any of the Applicable Systems;
- (b) "Connection Service" means a telecommunication service consisting in the conveyance of any Message which has been, or is to be, conveyed by means of any of the Applicable Systems;
- (c) "Long Line Public Telecommunications Operator" means a public telecommunications operator who is authorised by a Licence to provide telecommunication services consisting in the conveyance of Messages by fixed links run by him over distances greater than 50 linear kilometers; and

(d) "Relevant Connectable System" means a Connectable System which is authorised to be run under a Licence which authorises the provision by means of that System of Connection Services for reward to the public, or any class of the public, not being a System -

(i) authorised to be run under a Licence granted to all persons or persons of any class; and

(ii) for the connection of which, and for the provision of matters necessary for such connection, the Licensee offers standard terms and conditions which satisfy the requirements of Condition 16, and not being a system which the Director has determined ought not to be deemed to be a Relevant Connectable System for the purposes of this Condition.

13.10 This Condition operates without prejudice to Condition 19 (access charges) but due account shall be taken for the purposes of this Condition of any charge imposed on the Operator for the purposes of that Condition.

13.11 An agreement made pursuant to this Condition shall not contain any restrictive provision unless, before the agreement is made, the Director has expressly consented to the inclusion of such a provision or has determined that that provision should be included under paragraph 13.5 or 13.6.

13.12

Where the Director so directs the Government shall be treated for the purposes of this Condition as a person authorised to run a Relevant Connectable System and where he does so he may also direct that the Government is to be treated as a Long Line Public Telecommunication Operator for those purposes.

CONDITION 14: Connection of Other Systems and Apparatus

14.1

Subject to the provisions of this Condition the Licensee -

(a) shall connect, at a Network Termination Point with Network Termination and Testing Apparatus situated on Served Premises, any of the Applicable Systems to -

(i) any item of telecommunication apparatus which is approved for the time being for connection of that Applicable System under Section 20 of the Act; or

(ii) any other telecommunication system to which this Condition applies which is or to be run by the Government or which is composed of apparatus which is approved for connection to that system.

which is owned by or supplied to another person, at the written request of such person, where such connection is or is to be made of by means requiring the use of a tool;

(b) shall not discontinue such connection of any such apparatus or system lawfully made; and

- (c) shall permit any person to connect, or to keep connected, at a Network Termination Point within Network Termination and Testing Apparatus comprised in any Applicable System any such apparatus or other such system where such connection is or is to be made by means that do not require the use of a tool.

14.2 Apparatus shall not be regarded as approved for connection to any system for the purpose of paragraph 14.1 unless that apparatus has been so approved -

- (a) by the Minister; or

- (b) by some other person by virtue of an authorisation given by the Minister being an authorisation which required the person authorised, before approving any apparatus or designating any standard to which apparatus must conform if it is to be approved, to be satisfied that connection of the apparatus to the system would not be liable -

- (i) to cause the death of, or personal injury to, or damage to the property of the licensee or any person engaged in the running of that system; or

- (ii) materially to impair the quality of any telecommunication service provided by means of that system or any system connected to it (other than the system being connected).

14.3 No apparatus or system is required under paragraph 14.1 to be, or to be permitted to be, kept connected to any of the Applicable System if that apparatus, or any apparatus comprised in that system, as the case may be -

- (a) conformed to the relevant standard or standards at the time when the connection to the Applicable System was made but no longer does so and does not conform to the relevant standard or standards (if any) for the time being designated under Section 20(6) of the Act; or

(b) while continuing to conform to the relevant standard is in the opinion of the Licensee liable to cause the death of, or personal injury to, or damage to the property of, the Licensee, or any person engaged in the running of any of the Applicable Systems or materially to impair the quality of any telecommunication service provided by means of any Applicable System and the Director has not expressed a contrary opinion.

14.4 For the purposes of this Condition apparatus shall not be regarded as constituting a system if it would not, but for its connection to any of the Applicable Systems, constitute such a system, and this Condition applies to any apparatus or system which is not a Relevant Connectable System within the meaning of Condition 13.

14.5 Without prejudice to any other provision of the Condition, the Licensee shall allow its customers on an individual basis to install telecommunication apparatus owned by the customer and to connect such apparatus, for his own use, to the Applicable Systems, provided that such apparatus is compatible with the Applicable Systems, and for this purpose the Licensee shall provide the customer, on request, with the specifications that such apparatus should satisfy.

CONDITION 15: Provision by Others of Services by Means of the Applicable Systems

15.1 The Licensee shall permit any person, who is licensed to run a Connectable System under a licence which authorises him to provide telecommunication services to others, including Connection Services, to provide such services whilst that Connectable System is connected to the relevant Applicable System.

15.2

The Licensee shall permit any person -

- (a) using telecommunication apparatus which is lawfully connected to any of the Applicable Systems or which is connected to another telecommunication system which itself is lawfully connected to any of the Applicable System; or
- (b) running a telecommunication system which is so connected,

to provide by means of the Applicable Systems any service other than -

- (i) Connection Services; or
- (ii) the installation, maintenance, adjustment, repair, alteration, moving, removal or replacement of telecommunication apparatus comprised in any of the Applicable Systems.

15.3

In this Condition "Connectable System" and "Connectable Service" have the same meanings as in Condition 13.

CONDITION 16: Publication of Charges, Terms and Conditions to be Applied

16.1

The Licensee shall, except in so far as the Director may otherwise consent in writing and except in respect of terms and conditions which have been or could be determined under Condition 13 -

- (a) publish in the manner and at the times specified in paragraph 16.3 a notice specifying, or specifying the method that is to be adopted for determining, the charges and other terms and conditions on which it offers -

- (i) to provide each description of telecommunication service by means of any of the Applicable Systems in accordance with an obligation imposed by or under this Licence;
 - (ii) to maintain, adjust or repair any apparatus comprised in any of the Applicable Systems in accordance with an obligation imposed by or under this licence;
 - (iii) to connect to any of the Applicable Systems any apparatus or any other system which, in either case, is not and is not to be comprised in any of the Applicable Systems in accordance with an obligation imposed by or under this Licence;
 - (iv) to grant permission to connect such systems or apparatus to, or to provide services by means of, any of the Applicable Systems in accordance with an obligation imposed by or under this Licence; or
 - (v) to bring into Service any apparatus or system which, in either case, is or is to be connected to but not comprised or to be comprised in any of the Applicable Systems, where only the Licensee is permitted to provide such services; and
- (b) where it does any of the things mentioned in paragraph 16.1(a) (i) to (v), do those things at the charges and on the other terms and conditions so published and not depart therefrom.

16.2 The requirement to publish under paragraph 16.1 shall not apply in respect of any service which is materially different from any service already provided by the Licensee by means of any of the Applicable Systems until such time as it is provided.

16.3

Publication of the notice shall be effected by -

- (a) sending a copy thereof to the Director and the Public Utilities Commission not less than 30 days before any proposal to amend any charge, term or condition or the method of determining the same is to become effective;
- (b) placing as soon as practicable thereafter a copy thereof in a publicly accessible part of every Major Office of the Licensee in such manner and in such place that it is readily available for inspection free of charge by members of the general public during such hours as the Minister may prescribe under Section 17(4) of the Act that the register of Licenses and orders is to be open to public inspection; and
- (c) sending a copy thereof or such part or parts thereof as are appropriate to any person who may request such a copy.

16.4

In this Condition "Major Office" means the general office of the Licensee located in Georgetown, Linden or New Amsterdam or such other offices as the Director may agree from time to time.

16.5

Where the Licensee offers to provide a Relevant Service, paragraph 16.1(a) (i) shall be deemed to be satisfied in respect of each telecommunication service comprised in that relevant Service if the Licensee publishes, in the manner and at the times specified in paragraph 16.3, a notice specifying, or specifying the method that is to be adopted for determining, the aggregate charge and other terms and conditions on which it offers to provide the Relevant Service.

ADDITION 17: Prohibition on Undue Preference and Undue Discrimination

17.1

The Licensee shall not (whether in respect of the charges or other terms or conditions applied or otherwise) show undue preference to, or exercise undue discrimination against, particular persons or persons of any class or description (including, in particular, persons in rural areas) as respects -

- (a) the provision by means of any of the Applicable Systems of any telecommunication service (other than a telecommunication service comprised in a Relevant Service) in accordance with an obligation imposed by or under this Licence;
- (b) the provision of any Relevant Service;
- (c) the provision of Maintenance Services in respect of any Limited Maintenance Telecommunication Apparatus or Limited Maintenance System or the maintenance, adjustment or repair of any apparatus in accordance with an obligation imposed by or under this Licence;
- (d) the connection to any of the Applicable Systems of any telecommunication apparatus or any other system which, in either case, is not to be comprised in any of the Applicable Systems in accordance with an obligation imposed by or under this Licence;
- (e) the granting of permission to connect such systems or apparatus to, or to provide services by means of, any of the Applicable Systems in accordance with an obligation imposed by or under this Licence; or
- (f) the Bringing into Service of any apparatus or system which, in either case, is or is to be connected to but not comprised in any of the Applicable Systems where only the Licence is permitted to provide such service.

- 17.2 The Licensee may be deemed to have shown such undue preference or to have exercised such undue discrimination if it unfairly favours to a material extent a business carried on by it in relation to the doing of any of the things mentioned in paragraph 17.1 so as to place at a significant competitive disadvantage persons competing with that business.
- 17.3 Any question relating to whether any act done or course of conduct pursued by the Licensee amounts to such undue preference or such undue discrimination shall be determined by the Director, but nothing done in any manner by the Licensee shall be regarded as undue preference or undue discrimination if and to the extent that the Licensee is required to do that thing in that manner by or under any provision of this Licence.
- 17.4 For the purposes of paragraph 17.1, the things mentioned in paragraph 17.1 (b) do not include -
- a) a service consisting only in the reception by a Relevant Applicable System of information from a person other than the Licensee for the purpose of storing that information and making it available as part of a Relevant Service to the generality of customers who have contracted with the Licensee for that Relevant Service, who request access to that information and who pays the Licensee's charges for it; or
 - b) the provision of any Relevant Service by the Licensee in so far as that Relevant Service is provided by means of a telecommunication system which is of such a description and run in such a way that if it was run by any person other than a public telecommunications operator it could be run under and in accordance with the Licence for the running of branch telecommunication systems granted by the Minister.
- 17.5 For the purposes of paragraph 17.2, the things mentioned in paragraph 17.1 shall include the things mentioned in paragraph 17.4.
- 17.6 In this Condition, "Relevant Applicable System" has the same meaning as in Condition 18.

OTHER CONDITIONS INCLUDED UNDER
SECTION 7 OF THE ACTCONDITION 18: Prohibition on Cross-Subsidies

- 18.1 Where it appears to the Director that the Licensee is unfairly cross-subsidising -
- (i) the Apparatus Supply Business, insofar as that Business is carried on in Guyana;
 - (ii) the production of telecommunication apparatus by the Apparatus Production Company in-so-far as that apparatus is produced for supply in Guyana and the supply of such apparatus by that Company in Guyana;
 - (iii) ~~the provision in Guyana of Land Mobile Radio Services; or~~
 - (iv) the Supplemental Services Business,
- it shall take such steps as the Director may direct for the purpose of remedying the situation.
- 18.2 The Licensee shall record, except where the Director agrees otherwise, at full cost in its accounting records, any material transfer between any part of the Licensee's business and -
- (a) any of the businesses mentioned in paragraph 18.1(i) to (iii) as soon as reasonably practicable; and
 - (b) the Supplemental Services Business as soon as reasonably practicable.

In this Condition -

- (a) "Apparatus Production Company" has the same meaning as in Condition 21;
- (b) "Apparatus Supply Business" means the following activities of the licensee or of any Wholly Owned Subsidiary taken together -
- (i) the supply of any telecommunication apparatus neither comprised nor to be comprised in any of the Applicable Systems; and
 - (ii) the installation, maintenance, adjustment, repair, alteration, moving, removal or replacement of any telecommunication apparatus where those activities are not part of the Systems Business nor part of the Supplemental Services Business,

but does not include the supply by the Apparatus Production Company of telecommunication apparatus produced by it;

- (c) "Land Mobile Radio Service" means any telecommunication service provided by wireless telegraphy for reception by means of apparatus which is or is to be used while in motion, but does not include services of a kind provided under Conditions 8 and 12;
- (d) "Relevant Applicable System" means that part of any of the Applicable Systems (other than a fixed link) which is used for the purpose of providing a Relevant Service provided by the Licensee, but only to the extent that it is so used;
- (e) "Supplemental Services Business" means the following activities of the Licensee taken together -
- (i) the provision in Guyana by the Licensee of Relevant Services;

- (ii) the running of any Relevant Applicable System;
 - (iii) the installation, maintenance, adjustment, repair, alteration, moving, removal or replacement of any apparatus comprised or to be comprised in a Relevant Applicable System; and
 - (iv) the conveyance of Messages by means of any Relevant Applicable System or by means of any fixed link which has been made available by the Systems Business to the supplemental Services Business for the purpose of providing a Relevant Service;
- (F) "Systems Business" means the following activities of the Licensee or of any Wholly Owned Subsidiary to the extent that they are undertaken in Guyana taken together -
- (i) the running of the Applicable Systems ~~except where it is part of the Supplemental Services Business;~~
 - (ii) the installation, maintenance, adjustment, repair, alteration, moving, removal or replacement of any apparatus comprised or to be comprised in any of those Systems where those activities are not part of the Supplemental Services Business;
 - (iii) without prejudice to the generality of sub-paragraph (a) or (b) the Bringing into Service of any items of telecommunication apparatus or telecommunication system connected or to be connected to any of the Applicable Systems whether comprised in any of those Systems or not; and

- (iv) without prejudice to the generality of sub-paragraph (a) the conveyance of Messages (not including switching) by means of any of the Applicable Systems and switching incidental to such conveyance where such conveyance is not part of the Supplemental Services Business.

18.4 For the purposes of this Condition -

- (a) "supply" and "provision" include supply or provision in the course of one business of the Licensee for the purposes of another such business notwithstanding that there is no supply or provision to any other person;
- (b) a transfer from one business to another business or a company takes place when any thing (including any service or money) produced or acquired by, normally used in, or otherwise at the disposal of, the first mentioned business is made available for the purposes of the other business or the company; and
- (c) "full cost" in the case of money transferred includes the market rate of interest for that money.

18.5 In considering whether any cross-subsidy of any business referred to in Condition 18.1 is unfair, the Director shall have regard to the extent to which the Licensee cross-subsidised that Business for the purpose of satisfying any obligation imposed on it by Condition 1, 2, 3 or 12.

CONDITION 19: Access Charges

- 19.1 Notwithstanding the prohibitions made in or under Conditions 17 and 18 and without prejudice to the Licensee's other powers to impose charges in any circumstances or to organise its internal finances in any way, the Licensee may impose upon a person running a Relevant Connectable System who provides Connection Services to others a charge for the provision of telecommunication services by means of a connection to one of the Applicable Systems (an "Access Charge") provided that all the conditions set out in paragraph 19.2 are fulfilled.
- 19.2 The said conditions are that -
- (a) the Access Charge, or the method adopted for determining it, is the same for all such persons;
 - (b) the Licensee has furnished to the Director particulars of the Access Charge or the method adopted for determining it and either -
 - (i) the Director has approved that Charge or that method; or
 - (ii) he has failed to give written notice of his disapproval within a period of 6 months; and
 - (c) the Licensee has made arrangements which as nearly as practicable secure that -
 - (i) all persons to whom there are provided by means of an Applicable System services, for which Access Charges would have been levied on a person under paragraph 19.1 if they had been provided by means of a Relevant Connectable System, are required to pay charges at least equal to the Access Charges which would have been so payable; and

- (ii) the estimated proceeds of the charges referred to in paragraphs 19.1 and 19.2(c) (i) are used exclusively to defray costs (less any revenue received) incurred in providing services or supplying apparatus in accordance with Conditions 3.5, 6, 11, 31, 32 and 33 and losses which the Director is satisfied are reasonably incurred as a consequence of fulfilling an obligation imposed under Condition 1 or 2 in any area which the Director is satisfied is a proper one to be taken into account for the purposes of this Condition.

CONDITION 20: Separate Accounts for Certain Activities

20.1 This Condition applies for the purpose of ensuring that the Licensee establishes as soon as reasonably practicable accounting and reporting arrangements sufficient to enable the Licensee's finances in relation to the Systems Business and the Apparatus Supply Business to be assessed and reported on separately both from each other and from the other activities of the Licensee and for the purposes of ensuring that the Licensee establishes as soon as reasonably practicable accounting arrangements sufficient to enable the Licensee's finances in relation to the Supplemental Services Business to be assessed separately from the other activities of the Licensee.

20.2 The Licensee shall -

- (a) maintain accounting records in such a form that the activities of the Supplemental Services Business, the Systems Business and the Apparatus Supply Business are separately identifiable or separately attributable in the books of the Licensee, being records sufficient to show and explain the transactions of each of those Businesses;

(b) prepare in respect of each complete financial year of the Licensee, or of such lesser period as the Director may specify but not more frequently than quarterly, accounting statements setting out, and, in the case of yearly statements, fairly presenting, the costs (including capital costs), revenue and financial position of each of the Systems Business and the Apparatus Supply Business and including a reasonable assessment of the assets employed in and liabilities attributable to each of them and showing separately, in the case of yearly accounting statements, the amount of any material items of revenue, cost, asset or liability which has been either -

(i) charged from or to any other business of the Licensee together with a description of the basis of the value on which the charge was made; or

(ii) determined by apportionment or attribution from an activity common to the Business and any other business of the Licensee and, if not otherwise disclosed, the basis of the apportionment or attribution;

(c) procure in respect of each of those accounting statements prepared in respect of a complete financial year of the Licensee a report by the Licensee's Auditor stating whether in his opinion that statement is adequate for the purposes of this Condition; and

(d) deliver to the Director a copy of each of the accounting statements and of the reports relating thereto required under sub-paragraphs (b) and (c) above as soon as reasonably practicable and in any event not later than six months after the end of the period to which they relate.

- 20.3 Accounting statements prepared under paragraph 20.2(b) in respect of each financial year shall, so far as reasonably practicable, be prepared in the formats and in accordance with the accounting principles and rules which apply to the annual accounts of the Licensee and shall state the accounting policies used.
- 20.4 For the purposes of this Condition the Licensee shall be free to treat the Apparatus Supply Business as not including any business relating to the supply of apparatus outside Guyana but when it does so it shall inform the Director.
- 20.5 Subject to paragraph 20.4, in this Condition -
- (a) "the Applicable Systems" include any systems which the Director agrees should be treated as Applicable Systems for the purposes of this Condition;
 - (b) "the Auditor" means the Licensee's auditor for the time being appointed in accordance with the requirements of the Companies Act (Cap. 89:01); and
 - (c) references to the costs of any business do not include profits of that business.

CONDITION 21: Apparatus Production

- 21.1 The Licensee shall not engage in the business of production of telecommunication apparatus, but a subsidiary of it ("the Apparatus Production Company") may, subject to the provisions hereinafter contained engage in such business.
- 21.2 The Licensee shall secure that the Apparatus Production Company does not engage in the business of running telecommunications systems.

21.3 The Licensee shall secure that the Apparatus Production Company furnishes to the Director as soon as reasonably practicable and in any case not later than six months after the end of each financial year a copy of its annual accounts together with a statement showing the matters which are required to be shown in respect of the Systems Business and the Apparatus Supply Business in equivalent statements under Condition 20.

21.4 Unless the Director otherwise agrees, where for the time being -

(a) the Director determines that the Licensee is a Monopoly Purchaser in Guyana in relation to telecommunication apparatus of any particular description;

(b) the Director is of the opinion, after considering any representation from the Licensee, that in the interests of promoting fair competition the Licensee ought not to acquire apparatus of that particular description from the Apparatus Production Company unless it has complied with the open tender procedures specified in paragraph 21.5; and

(c) the Director so notifies the Licensee,

then the Licensee shall not acquire any such apparatus from the Apparatus Production Company for the purpose of its business in Guyana unless it has complied with those procedures in relation to that apparatus.

21.5 Compliance with the open tender procedures requires the Licensee, in accordance with a procedure adopted after consultation with the Director from time to time -

(a) to publish a notice giving particulars of the proposed acquisition of apparatus sufficient for the purposes of this Condition and the date by which it is required and inviting any person to offer to supply that apparatus accordingly; and

(b) to give due consideration to any offers made.

21.6 Paragraphs 21.4 and 21.5 shall not apply to the acquisition of telecommunication apparatus -

- (a) for supply outside Guyana;
- (b) which is intended for use by any member of the Licensee's Group other than in the provision of telecommunication services to others;
- (c) which in the opinion of the Director is apparatus which is not normally regarded as telecommunication equipment;
- (d) such that there is no producer in Guyana other than the Apparatus Production Company capable of supplying apparatus of that particular kind in the quantities and at the time required;
- (e) of a particular kind which is so different from other apparatus produced in Guyana that compliance with the open tender procedures would place the Licensee or the Apparatus Production Company at an unfair competitive disadvantage; or
- (f) the acquisition of which from the Apparatus Production Company is not in material quantities.

21.7 The Director shall, when exercising his powers under this Condition, have regard in-so-far as he may do so to the interests of the Licensee, the shareholders in the Licensee and the Licensee's employees, without prejudice to his duties under Section 4 of the Act (including his duties towards other persons engaged in the production of telecommunication apparatus).

21.8 Where the Licensee -

- (a) is under an obligation to comply with the open tender procedures in respect of telecommunication apparatus of a particular description; and

- (b) furnishes evidence to the Director that it has ceased to be a Monopoly Purchaser of apparatus of that description, the Licensee shall at the end of a period of six months after it has furnished that evidence cease to be required to comply with the open tender procedures in respect of that description of apparatus unless the Director has given notice to the Licensee in that period that he is satisfied that the Licensee continues to be a Monopoly Purchaser of apparatus of that description.

21.9 Notwithstanding the provisions of this Condition, the Licensee may engage in -

- (a) research and development;
- (b) production of prototypes or samples;
- (c) production of apparatus exclusively for the purpose of being tested; or
- (d) production of apparatus in quantities which are not substantial or which do not significantly affect competition in commercial activities connected with telecommunications in Guyana,

but where the Licensee is engaged in production of the kind mentioned in sub-paragraph (b), (c) or (d) above in any financial year it shall as soon as reasonably practicable after the end of that year furnish to the Director a general description of that production sufficient for the purposes of this Condition.

21.10 In this Condition -

- (a) "production" in relation to apparatus includes, unless in any case the Director determines otherwise -
 - (i) assembly or reassembly of apparatus and
 - (ii) refurbishment of apparatus,

at a place where it is not normally connected to a telecommunication system;

- (b) "Monopoly Purchaser" in relation to telecommunication apparatus of any description means a person in relation to whom there exists a monopoly situation; in respect of the supply to him of apparatus of that description; and
- (c) "telecommunication apparatus of any particular description" means items of telecommunication apparatus, or sets of such items used together, which perform the same or substantially similar functions.

CONDITION 22: Prohibition of Preferential Treatment

22.1 If the Licensee habitually provides any service or makes any arrangement in any Area whereby -

- (a) a person normally engaged in the Systems Business incidentally to the carrying on of that Business -
 - (i) delivers to Served Premises telecommunication apparatus for connection to any of the Applicable Systems; or
 - (ii) connects such apparatus to Network Termination and Testing Apparatus forming part of the Applicable Systems; or
- (b) a person normally engaged in the Apparatus Supply Business incidentally to the carrying on of that Business -
 - (i) arranges for the installation by the System Business of any telecommunication apparatus comprised or to be comprised in any of the Applicable Systems;

- (ii) arranges for the provision of telecommunication services by the Systems Business by means of or in relation to such apparatus so installed; or
- (iii) arranges for the provision of Maintenance Services in respect of Limited Maintenance Telecommunication Systems or Limited Maintenance Telecommunication Apparatus supplied by the Licensee or to be so supplied,

then, the Licensee shall take all reasonable steps to ensure to the satisfaction of the Director, if required by him to do so, that a person carrying on a business similar to the Apparatus Supply Business in that Area has a reasonable opportunity to avail himself of that service or to make such arrangements on equivalent charges and terms for the purpose of that person's business.

22.2 Where the Licensee is required to do anything under paragraph 22.1 it may impose such additional terms and conditions as are reasonably necessary to protect it in the circumstances of any particular case.

22.3 In this Condition "Area" means any of the Licensee's telephone areas for the time being or any other equivalent management unit.

CONDITION 23: Alterations to the Applicable Systems

23.1 The Licensee shall -

- (a) from time to time inform the Director and provide him with such additional information as he may reasonably require about any proposals for changes to the Applicable Systems or to any apparatus comprised therein or to any stored commands or protocol; and

(b) inform the Director of any proposals for changes to the means of access to a Relevant Service provided by the licensee, which Service was previously capable of being accessed by means of an OSI Standard or by any other means, not less than six months before the coming into effect of such proposals,

being in either case changes of which the Director has not already been informed under this Condition and which the Licensee might reasonably anticipate from the facts known to it would or might when made have the effect of requiring any person -

- (i) running any Connectable System which is or is to be connected to the Applicable Systems;
- (ii) connecting telecommunication apparatus to the Applicable Systems; or
- (iii) Producing or supplying telecommunication apparatus or telecommunication systems for connection to the Applicable Systems without becoming comprised in them,

materially to modify, or, as the case may be, to replace or cease to produce or supply, any item of telecommunication apparatus connected or to be connected to any of the Applicable Systems or, where the change is of a kind described in subparagraph (b), to cease to provide or obtain any service by means of the Applicable Systems.

23.2

The Licensee shall prepare and publish in consultation with the Director a statement of its procedures for consulting, and giving advance notice to, those persons likely to be affected by such changes (including in particular in the case of changes of a kind described in paragraph 23.1 any person appointed by the Minister under Section 23 of the Act) and shall adhere to those procedures, and, in the case of changes of a kind described in paragraph 23.1(b), the statement shall be published by 31 October 1993.

23.3 For the purposes of changes of a kind described in paragraph 23.1(b), any telecommunication system, and any apparatus comprised in a telecommunication system, which is not connected to an Applicable System shall be treated as being so connected if it is connected to or comprised in a telecommunication system which is so connected or treated as so connected.

23.4 In this Condition -

- (a) "to modify" in relation to any other Apparatus or System means to make any alteration to that Apparatus or System which may be necessary to ensure that any Message which has been or is to be conveyed by means of any of the Applicable System connected or to be connected to that Other Apparatus or System is capable of being properly conveyed by that other Apparatus or System or by that Applicable System, as the case may be;
- (b) "Other Apparatus or System" means any telecommunication apparatus or telecommunication system together with any protocol, message format or stored command in such apparatus or system connected or to be connected to but not comprised in any of the Applicable Systems; and
- (c) "OSI Standard" has the same meaning as in Condition 43.

CONDITION 24: Restriction on Rates for Services

24.1 The Licensee shall not for a period of three years commencing from the date of this Licence, charge from a customer for any telecommunication service provided by it a rate which is higher than the rate that was being charged by the Guyana Telecommunication Corporation for the telecommunication service immediately before the date on which Closing in relation to the Agreement takes place, except, and then only to the extent to which it becomes justified, on the occurrence of the following events -

- (a) in the event of a substantial increase in the average for a period of six months of the highest rate at which the United States dollar is lawfully sold in Guyana, over the average, for a period of one month immediately before such Closing, of the highest rate at which the United States dollar is lawfully sold in Guyana by any person licensed by the Government under any written law to sell the same;
- (b) in the event of a change in long distance charges payable to foreign correspondents;
- (c) if costs to provide service to interior areas specified* in the Expansion and Service Improvement Plan referred to in the Agreement are substantially higher than as stated in that Plan; or
- (d) in the event of any natural disaster or other act of God leading to extensive destruction of plant and equipment, provided that the Licensee has taken out and maintained full insurance coverage of property, plant, equipment and business interruption in accordance with the Agreement and the sums paid by the insurer are not sufficient to meet the expenses of restoring the services, provided by the Licensee, affected by the natural disaster or other act of God; or
- (e) a material increase of any existing tax, duty or fee, or imposition of any new tax, duty or fee, after the date of this licence so as to recover the cost of the increase in the imposition or new levy.

24.2

Before the expiry of eighteen months from the date of this Licence, the Licensee shall submit to the Public Utilities Commission the methodology, which according to the Licensee should be adopted for the determination of the rates to be charged for the telecommunication services provided or proposed to be provided by it on the basis of a specified rate of return.

- 24.3 The Licensee shall not increase any rate charged by it from a customer, for any telecommunication service provided by it, except in accordance with the Agreement and, as and when enacted the Public Utilities Commission Act 1990 (No. 29 of 1990).
- 24.4 Paragraph 24.1 does not restrict charges for new services which were not provided by Guyana Telecommunication Corporation prior to the date of this Licence or any increase in rates to meet the expenses of providing any services which are required to be provided without charge by this Licence, but for which the Guyana Telecommunication Corporation had a charge.

CONDITION 25: Employment Practices

- 25.1 All the employees of the Guyana Telecommunication Corporation employed by it immediately before the date on which Closing in relation to the Agreement takes place, and who are willing to continue in the employment of the Licensee shall continue to be employed by the Licensee, on terms which are not less favourable to each of such employees than the terms of employment enjoyed immediately before such Closing, for a minimum period of eighteen months after Closing, subject only to the right of the Licensee to dismiss or discharge any employee for cause.
- 25.2 The Licensee shall formulate and implement programmes for the training or re-training of its employees so as to meet its needs and to make the best use of the employees and to develop their career.

25.3

All employees of the Licensee shall be provided with health insurance and shall have the benefit of retirement plans (which may be funded or unfunded) established by the Licensee. For the purposes of the aforesaid retirement plans, the years of the service of the employees, referred to in paragraph 25.1, and are continued in the employment of the Licensee as stated in that paragraph, shall be given credit to determine vesting and participation rights, provided however, that nothing in this Licence shall be deemed to obligate the Licensee to assume unfunded retirement plan liability which accrued while such employees were employed by the Guyana Telecommunication Corporation unless such liability is reflected as a liability on the Balance Sheet and books of accounts of the Guyana Telecommunication Corporation and then only to the extent of such liability recorded on the books of account of the Licensee.

CONDITION 26: Expansion and Service Improvement Plan

26.1

The Licensee shall implement fully, and within the time frame established therein, the Expansion and Service Improvement Plan referred to in the Agreement.

26.2

With respect to the period of this Licence after the expiry of the period covered by the Expansion and Service Improvement Plan referred to in paragraph 26.1; the Licensee shall, in order to comply with the obligations of the Licensee under this Licence, the Agreement, the Telecommunications Act 1990 and the Public Utilities Commission Act 1990, at such intervals as may be specified by the Director, prepare and submit to the Public Utilities Commission, for approval, expansion and service improvement plans covering such periods as may be specified by the Director.

CONDITION 30: Arbitration of Disputes with Customers

- 30.1 The Licensee may include in the standard terms and conditions on which it provides telecommunication services provisions giving persons who have entered into contracts with it for the provision of telecommunication services by the Licensee by means of, or in relation to any of the Applicable Systems the opportunity to refer to an inexpensive independent arbitration procedure, instead of to a court of law or the Public Utilities Commission, any dispute relating to the provision of those services which does not involve a complicated issue of law or a sum greater than such sum as the Director may from time to time determine. The arbitration procedures and the method of appointment of the arbitrators shall be subject to consultation with the Director and the Licensee shall consult the Director not less frequently than once every five years about the operation of the arbitration procedures.

CONDITION 31: Bodies Recognized to be Representing the Interests of Consumers

- 31.1 The Licensee shall give due consideration to any matter which relates to -
- (a) telecommunication services provided by means of or in relation to any of the Applicable Systems;
 - (b) telecommunication apparatus supplied by the Licensee; or
 - (c) the connection to any of the Applicable Systems -
 - (i) of any telecommunication system run by any person other than the Licensee; or

(ii) any telecommunication apparatus and which is the subject of a representation made to the Licensee by either -

(aa) a body recognised by the Minister under Section 25 of the Act, after consultation with the Licensee, as representing the interests of consumers and other users of such telecommunication services or apparatus; or

(bb) an advisory body established by the said Minister under Section 43(1) of the Act.

31.2 The Licensee shall, if requested by the Director or if it sees fit, furnish to the Director particulars of any matter considered by the Licensee under this Condition or a digest of activities undertaken in any period in pursuance of this Condition.

ADDITION 32: Call Recording and Billing

32.1 The Licensee shall take all reasonable steps to ensure the accuracy and reliability of any call recording and billing system used in connection with any of the Applicable Systems and shall keep such records as may be determined by the Director to be necessary in relation thereto

32.2 Where a meter which is to perform any particular function in connection with any of the Applicable Systems has been approved under Section 24 of the Act, then the Licensee shall not, unless the Director agrees otherwise, use any meter in connection with that System to perform that function unless it is -

- (a) so approved; and
- (b) being used in compliance with any conditions specified in that approval or it is of a type comprised in any of the Applicable Systems before that approval is given.

32.3

The Licensee shall -

- (a) permit any person appointed from time to time in accordance with Section 23 of the Act to exercise any of the functions conferred on the Minister by Section 22 of the Act to inspect the manner in which any meter approved under Section 22 for use in connection with any of the Applicable Systems is being used by the Licensee and on the request of any such person shall conduct tests for the purpose of assessing its accuracy, reliability and conformity to -
 - (i) the conditions of the approval;
 - (ii) any standard for the time being designated under Section 22 of the Act in relation to such approval; and
 - (iii) the conditions in any such designation in such fashion as he may reasonably request; and
- (b) upon the written request of any such person furnish that person with such information as he may reasonably require for the purpose of enabling him to carry out his functions.

32.4

The existing metering system and meters in use by Guyana Telecommunication Corporation and transferred to the Licensee are acknowledged to have been approved in accordance with Section 22 of the Act.

32.5

The Northern Telecoms call recording and billing system used in the DMS - 100/200/300 switch to be installed in 1991 by the Licensee, which does not utilize meters is hereby acknowledged to be an approved "meter" for purpose of Section 22 of the Act.

CONDITION 33: Supply and Connection of Apparatus for the Disabled

33.1

The Licensee shall consult the Director from time to time about the arrangements made, or to be made by the Licensee for -

- (a) the supply of telecommunication apparatus designated or adapted to meet the reasonable demands of the disabled; and
- (b) the connection to the Applicable Systems and the provision of Maintenance Services in respect of telecommunication apparatus designed or adapted to assist the disabled to obtain telecommunication services,

and shall, if requested by the Director to do so, participate in the work of the advisory body for matters affecting persons who are disabled or of pensionable age established by the Minister under Section 43(1) of the Act.

CONDITION 34: Special Telephones for the Hearing Impaired

34.1

The Licensee shall ensure that there are available for supply in such a way as to meet all reasonable demands for them Telephones of the following descriptions -

- (a) Telephones capable of being inductively coupled to hearing aids which have been designed to be so coupled to Telephones; and
- (b) Telephones incorporating sound amplification facilities.

- 34.2 This Condition shall be deemed to be satisfied if the Licensee ensures that there is available for supply either one type of Telephone which meets both descriptions or two types of Telephone each of which meets one description.

CONDITION 35: Special Facilities for the Hearing Impaired Using Public Call Boxes

- 35.1 As from the date on which this Licence enters into force the Licensee shall take all reasonable steps to install and keep installed in all Public Call Boxes, at which it provides Call Box Services, apparatus enabling persons using hearing aids designed for use in conjunction with Telephones of the kind installed in Public Call Boxes on the said date to use such hearing aids when voice telephony services are provided at Public Call Boxes.

CONDITION 36: International Obligations

- 36.1 The Licensee shall not do, or allow to be done, anything which is not consistent with any obligation and recommendation of the International Telecommunication Union which apply to the Government or is accepted by the Government.

CONDITION 37: Prohibition of Linked Sales

- 37.1 The Licensee shall not make it a condition of -
- (a) providing any telecommunication service (other than a telecommunication service comprised in a Relevant Service) by means of or in relation to any of the Applicable Systems;
 - (b) providing any Relevant Service;
 - (c) supplying any telecommunication apparatus for connection to any of the Applicable Systems; or

- (d) connecting any other system or apparatus to any of the Applicable Systems,

that any Relevant Person should acquire from the Licensee or from any other person specified or described by the Licensee -

- (i) any telecommunication service other than the telecommunication service requested save where that service cannot be provided without the provision of that other telecommunication service; or
- (ii) any telecommunication apparatus not incorporated in the Applicable Systems save where the telecommunication services requested cannot otherwise be provided or the telecommunication apparatus requested cannot otherwise be used.

37.2 Except where the Director has agreed otherwise, the Licensee shall not do any one or more of the things described in sub-paragraphs (a), (b), (c) or (d) of paragraph 37.1 together with any other of those things in a manner or for charges or on terms or conditions more favourable than would be available for doing that thing or those things without that other thing or those other things.

37.3 Notwithstanding paragraphs 37.1 and 37.2 the Licensee may -

- (a) impose such terms and conditions as are permitted terms and conditions under Condition 13;
- (b) where it supplies as part of the same transaction or interconnected series of transactions two or more items of telecommunication apparatus for connection to any of the Applicable Systems, offer quantity discounts or more favourable terms and conditions in respect of quantity in relation to such apparatus which it so supplied whether those items of apparatus are of the same or different descriptions;

- (c) where it provides by means of or in relation to any of the Applicable Systems and as part of the same transaction or an interconnected series of transactions, two or more telecommunication services which are of the same description or which are so related as to permit economies of scale when they are provided together, offer such quantity discounts or such more favourable terms and conditions in respect of quantity for those services as have been published in accordance with Condition 16.3;
- (d) where a telecommunication system is a Limited Maintenance Telecommunication System or contains any items of Limited Maintenance Telecommunication Apparatus impose such reasonable terms and conditions as are necessary in connection with the provision of Maintenance Services in respect of it by the Licensee; or
- (e) where the Director consents, impose such other conditions of the kind referred to in paragraph 37.1 as are incidental to the provision of the telecommunication service or the supply of the apparatus requested by the Relevant person.

37.4

In this Condition -

(a) "Instrument" means either -

- (i) where no switching apparatus is connected to the Line, a Telephone; or
- (ii) where switching apparatus is connected to the Line, that switching apparatus together with a Telephone whether included in that apparatus or not and any other Telephone comprised in such apparatus; and

(b) "Relevant Person" means a person -

- (i) who requests that a telecommunication service be provided by means of or in relation to any of the Applicable Systems, or for whom or on whose behalf such a telecommunication service is provided; or
- (ii) who requests that telecommunication apparatus be supplied or to whom or on whose behalf such apparatus is supplied; or
- (iii) who requests that any telecommunication system or telecommunication apparatus be connected to any of the Applicable Systems or for whom or on whose behalf such a system or such apparatus is so connected.

CONDITION 38: Prohibition of Certain Exclusive Dealing Arrangements

38.1 The Licensee shall not, except with the written consent of the Director, make the acquisition from any person in Guyana by the Licensee or any of its Wholly Owned Subsidiaries or the installation or servicing by any person in Guyana for it or any Subsidiary of any telecommunication apparatus of any description (other than apparatus which the Licensee has an exclusive licence to supply under this Licence) conditional upon agreement -

- (a) to supply to the Licensee or to supply or not to supply to any other person apparatus of a different description;
- (b) to provide to the Licensee or to provide or not to provide to any other person any telecommunication service of a different description; or

(c) to transfer to the Licensee or to any other person any interest in Industrial or Intellectual Property with a view to restricting unreasonably the freedom of the supplier of the apparatus or the provider of the service in question to exploit his Industrial or Intellectual Property in order to confer on the Licensee or some other person an unfair competitive advantage.

38.2 If the Director is satisfied that persons in Guyana, who are not genuinely willing to give to the Licensee or to any of its Wholly Owned Subsidiaries the sole right to supply to customers telecommunication apparatus supplied by those persons, are being so required by the Licensee then, except where the Licensee has an exclusive Licence hereunder to supply such apparatus, the Director may direct the Licensee to comply with the condition in paragraph 38.3

38.3 The said condition is that the Licensee shall not, except with the written consent of the Director, make the acquisition of telecommunication apparatus, or of telecommunication apparatus specified by the Director or of a description so specified, by the Licensee or any of its Wholly Owned Subsidiaries from any person in Guyana or any such person specified by the Director or such persons of a description specified by the Director conditional upon the agreement of the supplier not to supply to any other person apparatus of the same description as that to be supplied to the Licensee or to a Wholly Owned Subsidiary.

38.4 Notwithstanding paragraph 38.1 or any direction under paragraph 38.2 the Licensee shall be free -

(a) to agree with any person that that person will supply to the Licensee, or one of its Wholly Owned Subsidiaries alone, telecommunication apparatus of any description which is distinguishable (by means other than ones which account for a disproportionate share of the cost of that apparatus) by its external appearance, or by any marking or similar attribute, from other apparatus of the same description, and which is or is intended to be thereby associated with the Licensee or that Subsidiary;

- (b) to require that other telecommunication apparatus should be supplied or another telecommunication service should be provided with or in connection with any apparatus or service where the supply of that other apparatus or the provision of that other service is reasonably related to that supply or provision;
- (c) to require the transfer to the Licensee or any of its Wholly Owned Subsidiaries of any interest in Industrial or Intellectual Property which the Director agrees is necessary or desirable to facilitate the running of any of the Applicable Systems;
- (d) to dispose of any interest in Industrial or Intellectual Property owned by the Licensee or any of its Wholly Owned Subsidiaries free from all encumbrances and restrictions of whatsoever nature arising out of or under this License;
- (e) to require the transfer to the Licensee or any of its Wholly Owned Subsidiaries by any person of any interest in Industrial or Intellectual Property arising out of any work done in pursuance of any agreement made between the Licensee or any of its Wholly Owned Subsidiaries and that person for any research or development to be carried out by him, unless the Director otherwise directs;
- (f) to require the transfer to the Licensee or any of its Wholly Owned Subsidiaries or any other person of any interest in Industrial or Intellectual Property to the extent that that is reasonably necessary for the purpose of enabling the Licensee to secure alternative sources of supply of telecommunication apparatus; or

- (g) to require any person who supplies telecommunication apparatus or who provides telecommunication services to enter into an agreement of the kind referred to in paragraph 38.1, 38.2 or 38.3 where the Licensee or any of its Wholly Owned Subsidiaries makes available research, design or development work or where the Licensee or such Subsidiary agrees to finance such work on terms that an agreement of that kind will be entered into.

38.5 In this Condition "Industrial or Intellectual property" has the same meaning as in Condition 42.

CONDITION 39: Requirement to Provide Itemised Information

39.1 If the Licensee provides to any person by means of any part of the Applicable Systems any Telecommunication service as part of a transaction involving -

- (a) the supply to that person of any telecommunication apparatus; or
- (b) the provision to that person of any other telecommunication service (including the Bringing into Service of any apparatus or system) provided otherwise than by means of any of the Applicable Systems,

then it shall specify in any quotation or any invoice relating to that transaction the charge or charges for each such service separately from the charge or charges for apparatus provided, however, that, for such period as this Licence is exclusive with respect to any telecommunications apparatus the Licensee shall not be required to specify such charges separately.

39.2 Where the Licensee provides to any person a Relevant Service, paragraph 39.1 shall be deemed to be satisfied in respect of each telecommunication service comprised in that Relevant Service if the Licensee specifies in any quotation or any invoice relating to that Relevant Service the aggregate charge for that Relevant Service.

CONDITION 40: Code of Practice on the Confidentiality of Customer Information

- 40.1 The Licensee shall take all reasonable steps to ensure that those of its employees who are engaged in the Systems Business observe the provisions of a Code of Practice which -
- (a) specifies the persons to whom they may not disclose information about a customer of the Licensee which has been acquired in the course of the Systems Business without the prior consent of that customer;
 - (b) regulates the information about any such customer which may be disclosed without his consent; and
 - (c) restricts disclosure of information relating to the testing of apparatus referred to in Condition 46.
- 40.2 The Licensee shall within three months of the date of this licence submit a draft of the Code of Practice to the Director for his approval and if the Licensee and the Director fail to agree on the provisions of the Code they shall be determined by the Director.
- 40.3 This Condition is without prejudice to the duties at law of the Licensee towards its customers.

CONDITION 41: Code of Practice on the Confidentiality of Customer Information Relating to Supplemental Services Business

- 41.1 The Licensee shall take all reasonable steps to ensure that those of its employees who are engaged in the Supplemental Services Business observe the provisions of a Code of Practice which -
- (a) specifies the persons to whom they may not disclose information about a customer of the Licensee or that customer's business which has been acquired in the course of the Licensee's business of providing telecommunication services comprised in Relevant Services without the prior consent of that customer; and

(b) regulates the information about any such customer or his business which may be disclosed without his consent.

41.2 The Licensee shall within three months of the date of this Licence confirm in writing to the Director that it has taken all reasonable steps to ensure that those of its employees who are engaged in the Supplemental Services Business are observing the provision of a Code of Practice.

41.3 In this Condition, "Code of Practice" means -

(a) any Model Code of Practice issued by the Director; or

(b) where the Director so agrees, any Code of Practice submitted by the Licensee to the Director.

41.4 This Condition is without prejudice to the duties at law of the Licensee towards its customers.

41.5 Notwithstanding anything contained in Condition 40, any incidental amendments to the Code of Practice previously approved by the Director under Condition 40.2 which may be requisite in consequence of the Code of Practice referred to in this Condition may be made by the Licensee without obtaining the Director's approval, but the Licensee shall not otherwise make any amendments to that Code of Practice without the Director's approval.

CONDITION 42: Intellectual Property

42.1 Where it appears to the Director that any Relevant Intellectual Property Right has been, is being or is likely to be exercised (whether by the Licensee or by any other person in pursuance of an agreement, arrangement or concerted practice to which the Licensee is a party) so as to prevent -

- (a) any telecommunication system or telecommunication apparatus, which may lawfully be connected to any of the Applicable Systems, from being so connected either at all or on reasonable charges, terms and conditions; or
- (b) any service, which may lawfully be provided by means of any of the Applicable Systems, from being so provided or obtained either at all or on reasonable charges, terms and conditions,

he may direct the Licensee in writing in accordance with paragraph 42.2 or 42.3

42.2

Where the exercise of the Relevant Intellectual Property Right prevents a product from being made available either at all or on reasonable charges, terms and conditions to the person wishing to make such a connection or to provide or obtain such a service, the Director may direct the Licensee to take such steps as are within the power of the Licensee and are, in the opinion of the Director, reasonable and necessary in all the circumstances to secure that the product is made available to that person on charges, terms and conditions acceptable to that person or which (in default of agreement) are, in the opinion of the Director, reasonable to enable such connection to be made or such service to be provided or obtained.

42.3

Where paragraph 42.1 applies in circumstances other than those described in paragraph 42.2 the Director may direct the Licensee to take such steps as are within the power of the Licensee and are, in the opinion of the Director, reasonable and necessary in all the circumstances to secure that the person wishing to make such a connection or to provide or obtain such a service is enabled to make use of the Relevant Intellectual Property Right, for the purpose of making the connection or of providing or obtaining the service, upon charges, terms and conditions acceptable to that person or which (in default or agreement), are, in the opinion of the Director, reasonable for such purpose.

42.4

In this Condition -

- (a) "Relevant Intellectual Property Right" means any right, which is wholly or partly controlled by a member of the Licensee's Group, in Industrial or Intellectual Property or is subject to an agreement, and arrangement of concerted practice to which a member of the Licensee's Group is a party; and
- (b) "Industrial or Intellectual Property" includes, without prejudice to its generality, patents, designs, know-how and copyright.

42.5

Nothing in this Condition shall require the Licensee to do anything which would contravene the terms of or would result in revocation of a licence or assignment of a Relevant Intellectual Property Right granted or made to a member of the Licensee's Group on or before the date on which this Licence enters into force or which would result in a member of the Licensee's Group incurring any liability under such a licence or assignment.

CONDITION 43: Prohibition of Non-Statutory Testing Requirements

43.1

Where the Director gives notice to the Licensee in writing that this Condition applies in circumstances specified or described in the notice, the Licensee shall not in such circumstances (whether in pursuance of any agreement, arrangement, concerted practice or otherwise) make it a condition of any telecommunication system or of any telecommunication service being provided by means of any of the Applicable Systems that any such system, apparatus or service shall obtain the approval of, comply with any standard designated by, or pass any test set by, any person other than the Minister or the Director or by a person appointed under Section 23 of the Act, except in-so-far as the Director otherwise agrees.

43.2 Nothing in this Condition shall prevent the Licensee from requesting the passing of any test which the Director agrees is reasonably necessary or desirable for the purpose of determining whether -

- (a) any telecommunication apparatus or telecommunication system which is, or is to be, connected to any of the Applicable Systems is authorised to be so connected; or
- (b) notwithstanding such authorisation, the Licensee is obliged to connect it or permit its connection to the Applicable Systems.

CONDITION 44: Requirement to Provide Means of Access to the Applicable System

- 44.1 Subject to paragraph 44.2 the Licensee shall ensure within 12 months from the date on which an OSI Standard is specified by the Director, where the Licensee provides a Relevant Service means of access to which are capable, in whole or in part, of being provided in conformance with that OSI Standard, that the Relevant Applicable System is so run that it provides means of access, which conform to that OSI Standard, to that Relevant Service.
- 44.2 Notwithstanding paragraph 44.1 where the Licensee provides a Relevant Service means of access to which conform to an OSI Standard and that OSI Standard is subsequently replaced by another OSI Standard, the Licensee shall ensure that the Relevant Applicable System is run so as to provide within 3 years means of access to the Relevant Service which conform to that other OSI Standard.
- 44.3 If the Director so requests, the Licensee shall furnish to the Director, in such manner and at such times as the Director may request, at any time after the expiry of -
- (a) the period of 90 days beginning on the date on which the Licensee first provides a Relevant Service; or

(b) the period described in paragraph 44.1, whichever is the later, such information as is reasonably necessary to show whether the Relevant Applicable Systems providing means of access to the Relevant Service adequately conforms to an appropriate OSI Standard and, where means of access do not conform to an appropriate OSI Standard, the reason why those means of access cannot at that time so conform.

44.4 Where access to a Relevant Service is provided by means which do not conform to an OSI Standard the Licensee shall ensure that access to that Service is provided on terms which are not an undue or unfair inducement to any person who wished to obtain such access in conformance to an OSI Standard to obtain such access by other means.

44.5 Nothing done in any manner by the Licensee shall be regarded as undue or unfair inducement if and to the extent that the Licensee is required to do that thing in that manner by or under any provision of this Licence.

44.6 For the purposes of this Condition, means of access shall be deemed to conform to an OSI Standard when those parts of the means of access to which the OSI Standard applies conform to that OSI Standard.

44.7 In this Condition -

(a) "OSI Standard" means any standard or rule which supports capabilities described in the International Standards Organisation's - Open Systems Interconnection - Basic Reference Model and which is specified by the Director for the purposes of this Licence and described in a list kept for the purpose by him and made available by him for inspection by the general public, and is not removed by him from that list; and

(b) "Relevant Applicable System" means that part of any of the Applicable Systems (other than a fixed link) which is used for the purpose of providing the Relevant Service concerned but only to the extent that it is so used.

CONDITION 45: Statutory Tenting

45.1 If the Licensee carries out any test or assessment of any telecommunication apparatus for any person for the time being appointed under Section 23.1 of the Act, then unless the Director agrees otherwise it shall take all reasonable steps to ensure that no information with respect to any telecommunication apparatus which has been obtained in the course of or for the purpose of any such test or assessment shall be disclosed to any person including the Licensee's employees and agents except -

(a) with the consent of -

(i) the Director;

(ii) the producer or supplier of that apparatus; or

(iii) the person who requested the Licensee to carry out that test or assessment;

(b) to the extent necessary to enable the Licensee to carry out any such test or assessment and report on it to the person for whom it was carried out; or

(c) to the extent necessary for the purpose of managing persons conducting any such test or assessment.

45.2 No person engaged in any such test or assessment shall (except to the extent agreed by the Director) be answerable in a way which requires disclosure of information of the kind referred to in paragraph 46.1, to anyone engaged in the activities of running telecommunication systems or the production or supply of telecommunication apparatus other than the Licensee's board of directors or a member of it or a person answerable directly to that board or a member of it.

CONDITION 46: Limitations on Certain Maintenance Arrangements

- 46.1 If any Limited Maintenance Telecommunication System or Limited Maintenance Telecommunication Apparatus is or is to be supplied by the Licensee or any of its Wholly Owned Subsidiaries it shall take all reasonable steps to ensure that customers are notified that the Licensee will provide Maintenance Services at charges and on terms and conditions on the same basis irrespective of whether the Licensee or any of its Wholly Owned Subsidiaries supplies the System or Apparatus.
- 46.2 Except in-so-far as the Director may otherwise agree in writing and without prejudice to Condition 39, the Licensee shall in respect of any Limited Maintenance Telecommunication System or any Limited Maintenance Telecommunication Apparatus which the Licensee is obliged under Condition 4 to maintain -
- (a) publish in the manner and at the time specified in Condition 16.3 a notice specifying, or specifying the method that is to be adopted for determining, the charges and other terms and conditions on which it offers to provide Maintenance Services in relation to each description of it separately identifying the charges for Pre-Maintenance Inspection; and
 - (b) where it provides Maintenance Services in respect of any such System or Apparatus, supply those Services at the charges and on the other terms and conditions so published and not depart therefrom.
- 46.3 Nothing in this Condition prevents the Licensee or any of its Wholly Owned Subsidiaries from reimbursing a person to whom any telecommunication system or apparatus is supplied by it for the charges for any Maintenance Services which the Licensee or such Subsidiary is obliged, or reasonably believes that it is obliged, to provide in its capacity as supplier of that system or apparatus, including work undertaken pursuant to or arising out of the contract for its supply, notwithstanding that it does not provide such reimbursement to a person to whom a system or apparatus is supplied by another person.

CONDITION 47: Connection Arrangements

- 47.1 Except with the consent of the Director, the Licensee shall not connect nor permit to be connected any Relevant Terminal Apparatus to any of the Applicable Systems on Served Premises except by means of Network Termination and Testing Apparatus.

CONDITION 48: Prohibition of Exclusive Dealing in International Services

- 48.1 The Licensee shall not enter into any agreement or arrangement with any person running an Authorised Overseas System on terms or conditions which unfairly preclude or restrict the provision of International Connection Services by another public telecommunications operator in Guyana.

CONDITION 49: Other Arrangements for International Services

- 49.1 Subject to paragraph 49.2, at such time as other persons have been authorized by a licence to provide International Connection Services, the Licensee shall consult from time to time with the Director and with other persons authorized to provide International Connection Services with a view to agreeing with them a Code of Practice in respect of international accounting arrangements which are to apply in respect of such Services provided by the Licensee and those persons and shall abide by the terms of that Code of Practice as agreed for the time being. If no such Code of Practice is agreed within three months of the date such other persons that are authorized by a licence to provide International Connection Services or any time thereafter its terms shall be such as the Director may determine.

49.2

Where the Director is of the opinion that the Licensee proposes to enter into or vary an agreement or arrangement with a person running a telecommunication system outside Guyana with a view to the provision of International Connection Services, being an agreement or arrangement establishing international accounting methods, rates and divisions, which would prejudice the interests of providers and users of International Connection Services in Guyana, and where the Director, within 28 days of the matter being brought to his notice, and after consultation with the Licensee and after taking account of the provisions of the Code of Practice, directs the Licensee that it should not enter into or vary that agreement or arrangement, then the Licensee shall refrain from doing so.

CONDITION 50: Pre-notification of Joint Ventures

50.1

Unless the Director otherwise agrees the Licensee shall notify the Director not later than 30 days before the taking effect of any of the agreements or arrangements to which this Condition applies giving particulars of those agreements or arrangements.

50.2

Those agreements and arrangements are -

- (a) an agreement with any person for the establishment or control of any body corporate for the purpose of -
 - (i) the running of a telecommunication system which requires a Licence;
 - (ii) providing telecommunication services in Guyana which necessarily involve the running of such a system; or
 - (iii) the production of telecommunication apparatus for supply in Guyana where that production would lead to a monopoly situation which would not otherwise exist in relation to the supply of telecommunication apparatus of any description in Guyana;

- (b) an agreement for the establishment of a partnership for any of those purposes and in those circumstances;
- (c) any other agreement or arrangement in the nature of a joint venture for the purpose of running a telecommunication system which requires a Licence or for the purpose of providing telecommunication services in Guyana which necessarily involve the running of such a system.

50.3 Paragraph 50.2(a) and (b) apply in relation to an agreement or arrangement for the establishment or control of any body corporate or partnership where the Licensee has or is to have not less than 20 per cent of the voting power in any organ controlling that body.

50.4 In any case where circumstances beyond the Licensee's control require him to enter into an agreement or arrangement, if he is to enter into it all, without having made a notification in accordance with paragraph 50.1 he shall notify the Director as soon as reasonably practicable but otherwise in accordance with the provisions of this Condition.

CONDITION 51: Associates

51.1 Without prejudice to the Licensee's obligations under these Conditions in respect, in particular, of anything done on its behalf, where -

- (a) any Associate of the Licensee does anything which the Licensee is prohibited from doing under these Conditions or fails to do anything which the Licensee is in the circumstances required to do; and

(b) the Director is of the opinion -

- (i) that in consequence the Licensee is seeking to or is in a material and substantial way avoiding obligations which would apply under these Conditions if the thing had been done or not done by the Licensee; and
- (ii) that, having regard to the duties imposed on him by Section 4 of the Act he ought to make a direction under this Condition,

then the Licensee shall take such reasonable steps to ensure that the Associate ceases to do that thing or otherwise to remedy the matter as the Director directs him to take.

- 51.2 Where these Conditions apply in respect of the Applicable Systems they do not apply in respect of any other telecommunication system, whether run by the Licensee or another.
- 51.3 Where any person becomes an Associate of the Licensee, then the Licensee shall not be subject to paragraph 51.1 before that is reasonably practicable but shall be so subject not later than one year after that person becomes such an Associate or such later date as the Director may determine.
- 51.4 The Licensee shall ensure that all transactions between the Licensee and any of its Associates are carried out at arms-length and to the best advantage of the Licensee. Records relating to each such transaction shall be maintained by the Licensee at least for a period of five years and made available to the Director, or any person authorised in writing by the Director, at the request of the Director.
- 51.5 This Condition shall not apply to any particular Associate if and to the extent that the Director so determines.

- 51.6 For the purposes of this Condition a person is an Associate of the Licensee if it, being a body of persons, is a Subsidiary of, or another body corporate controlled by it.

CONDITION 52: Requirement to Furnish Information to the Director

- 52.1 The Licensee shall furnish to the Director, in such manner and at such times as the Director may request, such documents, accounts, estimates, returns or other information and procure and furnish to him such reports as he may reasonably require for the purpose of exercising the functions assigned or transferred to him by or under Parts II and III of the Act.
- 52.2 In making any such request the Director shall ensure that no undue burden is imposed on the Licensee in procuring and furnishing such information and, in particular, that the Licensee is not required to procure or furnish a report which would not normally be available to it unless the Director considers the particular report essential to enable him to exercise his functions.

CONDITION 53: Exception and Limitations on Obligations in Schedule I

- 53.1 Unless the context otherwise requires and subject to paragraph 53.13, the Licensee's obligations under these Conditions have effect subject to the following exceptions and limitations.
- 53.2 The Licensee is not obliged to do anything which is not practicable.
- 53.3 The Licensee shall not be held to have failed to comply with an obligation imposed upon it by or under these Conditions if and to the extent that the Licensee is prevented from complying with that obligation by any physical, topographical or other natural obstacle, by the malfunction or failure of any apparatus or equipment, by the act of any national authority, Local Authority or international organisation or as the result of fire, flood, explosion, accident, Emergency, riot or war.

53.4 The obligations to provide any voice telephony service shall not apply -

- (a) where there is no reasonable demand for it;
- (b) where provision of the service requested would expose any person engaged in its provision to undue risk to health or safety;
- (c) where the Licensee is unable to obtain (either because it has not been developed or for some other reason beyond the Licensee's control) anything necessary to provide a service of the quality or standard required by the person who requests the provision of the service and, in the event of dispute, the Director's decision as to whether anything is necessary shall be final;
- (d) where the person to whom the Licensee would otherwise be under an obligation to provide any service requests at a place in which the apparatus necessary to provide that service in that area has not been installed (or in which the installation of such apparatus has not been completed) or, as the case may be, such apparatus has not been adapted or modified to make it capable of providing the service of the kind requested or the trained manpower necessary to provide the service is not available in that area, provided that in every case where the Licensee declines to provide a service to which this sub-paragraph relates it shall have published, or furnished to the Director, or within 28 days (or such longer period as the Director considers reasonable) following receipt by it of the request that service be provided shall have furnished to the Director, proposals for -
 - (i) progressively installing or completing the installation or for the adaptation or the modification of the apparatus; or

(ii) the allocation of the trained manpower necessary for the provision of that service in that area and the Director has not determined that those proposals are unreasonable or are not being effectively carried out; or

(e) where in the opinion of the Director it is not reasonably practicable in all the circumstances for the Licensee to provide the service requested at the time or place demanded.

53.5

The obligation to provide any telecommunication service other than a voice telephony service shall not apply -

(a) where any of the circumstances described in paragraph 53.4(a) to (e) apply; or

(b) where the person to whom the Licensee would otherwise be under an obligation to provide any service requests a service at a place in an area in which the demand or the prospective demand for the service is not sufficient, having regard to the revenue likely to be earned from the provision of the service in that area, to meet all the costs reasonably to be incurred by the Licensee in providing the service there, including -

(i) the cost of apparatus necessary for the provision of the service there;

(ii) the cost of installing, maintaining and operating such apparatus for the purpose of providing the service there; and

(iii) the cost of the trained manpower necessary to provide the service there.

(a) The obligation to provide means of access to a Relevant Service in conformance with an OSI Standard shall not apply where -

- (i) the Licensee is unable to obtain (either because it has not been developed or for some other reason beyond the Licensee's control) anything necessary to provide such means of access; or
- (ii) the Licensee is unable, for any reason beyond its control, to install apparatus necessary to provide such means of access or to adapt or modify that apparatus for the purpose; or
- (iii) the Director so agrees, having regard to the extent to which the provision of the means of access would not for the time being promote the interests of consumers of telecommunication services provided by the Licensee (including consumers of such services where the Licensee is not obliged to provide means of access which conform to an OSI Standard to those services).

(b) The exception in sub-paragraph 53.6(a)(ii) shall not apply where the Licensee has declined to provide means of access to a Relevant Service for any reason given in that sub-paragraph unless -

- (i) within 28 days of first receiving a request to provide such means of access, (or such longer period as the Director considers reasonable) it submits proposals for installing, adapting or modifying the apparatus so as to provide such means of access within a reasonable time; and
- (ii) those proposals are reasonable and are being effectively carried out.

The Licensee shall not be obliged to supply, connect or to keep connected to any of the Applicable Systems, or to permit to be so connected or kept connected any telecommunication system or telecommunication apparatus or to provide telecommunication services if the person to or for whom that is to be done -

- (a) has not entered or will not enter into a contract for the purpose with the Licensee for reasons other than the unreasonable refusal of the Licensee to agree terms for the purpose but this paragraph does not apply in a case where the Director is satisfied that -
 - (i) the Licensee has not published standard terms and conditions which it proposes to apply for the purpose in question, or the transaction is not fit to be governed by such terms and conditions; and
 - (ii) the Licensee has unreasonably refused to agree terms and conditions for the purpose;
- (b) is, or in the Director's opinion has given reasonable cause to believe that he may become -
 - (i) in breach of a contract with the Licensee for the provision of telecommunication services or for the supply of telecommunication services or for the supply of telecommunication apparatus or a telecommunication system supplied by the Licensee; or
 - (ii) in default in regard to any debt or liability owed to the Licensee in respect of any such contract;
- (c) is using, or permitting the use of, apparatus so supplied for any illegal purpose or has done so in the past and is likely to do so again; or

- (d) has obtained, or attempted to obtain, any telecommunication apparatus or telecommunication service from the Licensee by corrupt, dishonest or illegal means at any time.

- 53.8 Nothing in these Conditions shall prevent the Licensee from withdrawing from, or declining to provide to, any person any telecommunication service which the Licensee has notified the Director that it is providing in a limited area, or to a limited class of customers, for the purpose of evaluating the technical feasibility of, or the commercial prospects for, that service.
- 53.9 Nothing in these Conditions shall require the Licensee to supply any telecommunication apparatus or to provide any telecommunication service, or to supply or to provide any telecommunication apparatus or a service, of any particular class or description, if he supplies or provides instead apparatus or a service, or apparatus or service of a class or description, which satisfies the purposes of that requirement at least to the same extent.
- 53.10 This Condition shall apply without prejudice to any limitation or qualification of the requirements imposed by or under any other Condition.
- 53.11 Nothing in these Conditions shall prevent the Licensee from withdrawing or restricting any service requiring the attendance of any of its employees -
- (a) on Bank Holidays and other public or statutory holidays (but so that, where any such holiday is observed only in part of the Licensed Area, this sub-paragraph shall apply in respect of that holiday to that part only) or
 - (b) on any other day on which the Director determines it is unreasonable to require the relevant employees of the Licensee to attend for the purpose of providing those services.

53.12 The Licensee shall be relieved of any obligation under these Conditions by virtue of a combination of any of the events and circumstances set out in the preceding paragraphs of this Condition, in-so-far as those paragraphs apply to the obligation in question; or a combination of any such events and circumstances and any limitation or exception contained in the Condition in question.

53.13 This Condition does not apply to Conditions 13, 17, 19, 22, 24, 30, 31.1, 32.1, 37, 38, 40.1, 41.1, 42, 43 and 48.1 and -

- (i) only paragraphs 53.1, 53.2, 53.3, 53.10 and 53.12, apply to Conditions 16, 18, 20, 21, 23, 24, 29, 31.2, 32.2, 32.3, 33, 34, 39, 40.2, 45, 46, 47.1, 49, and 52;
- (ii) only paragraphs 53.1, 53.7(a), 53.10 and 53.12 apply to Condition 9.2;
- (iii) only paragraphs 53.1, 53.2, 53.3, 53.7, 53.10 and 53.12 apply to Condition 11.16;
- (iv) only paragraphs 53.1, 53.2, 53.3, 53.10 and 53.12 apply to Condition 51;
- (v) only paragraphs 53.1, 53.2, 53.3, 53.6, 53.10 and 53.12 apply to Condition 44.1;
- (vi) only paragraphs 53.1, 53.2, 53.3, 53.4(b), 53.7(a), 53.10 and 53.12 apply to Conditions 6 and 7; and
- (vii) only paragraphs 53.1, 53.2, 53.3, 53.4(b), 53.10 and 53.12 apply to Conditions 8, 11 (except 11.6) and 35.1,

but paragraphs 53.4(a), 53.4(d) and 53.5(b) do not apply to Condition 10 and paragraphs 53.7 and 53.9 do not apply to Condition 9.1.

SCHEDULE 2

REVOCATION OR CANCELLATION OF LICENCE

1. Without prejudice to the provisions of the Telecommunications Act 1990, and the Public Utilities Commission Act 1990 as and when enacted The Minister may at any time revoke this Licence by 30 days' notice in writing given to the Licensee at its registered office in any of the following circumstances -
 - (a) if the Licensee agrees in writing with the Minister that this Licence should be revoked;
 - (b) if any sum payable under paragraph 4 of the Licence is unpaid 30 days after it becomes due and remains unpaid for a period of 14 days after the Minister notifies the Licensee that the payment is overdue, such notification not to be given earlier than the sixteenth day after the day on which the payment became due;
 - (c) if the Licensee fails to comply with a final order (within the meaning of Section 13 of the Act) or a provisional order (within the meaning of that Section) which has been confirmed under that Section and that order is not subject to proceedings for review and such failure is not rectified within 3 months after the Minister has given notice in writing of such failure to the Licensee such notice being given after the conclusion of any such proceedings;
 - (d) if, the Licensee -
 - (i) is unable to pay its debts, within the meaning of Section 138 of the Companies Act (Cap. 89:01), convenes any meeting with its creditors generally with a view to the general readjustment or re-scheduling of its indebtedness or makes a general assignment for the benefit of its creditors generally;

- (ii) enters into receivership or liquidation;
 - (iii) ceases to carry on its business; or
- (e) if the Licensee or any other person takes any action for voluntary winding-up or dissolution of the Licensee or if the Licensee enters into any scheme of arrangement (other than in any such case for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Minister or if a receiver, trustee or similar officer of the Licensee, or all or any material part of the revenues and assets of it, is appointed, or if any order is made for the compulsory winding-up or dissolution of it.

For the purposes of paragraph (1)(d)(i) of this Schedule, in constructing the terms of paragraph (a) of Section 138 of the Companies Act (Cap. 89:01) the words "one thousand" therein shall be deemed to be replaced by "ten thousand" or such higher figure as the Director may determine and the said paragraph (a) shall not apply if the demand therein referred to is being contested in good faith by the Licensee with recourse to all appropriate measures and procedures, whether legal or otherwise, or if the demand is satisfied prior to the expiry of the notice from the Minister.

SCHEDULE 3

AUTHORISATION TO CONNECT OTHER SYSTEMS AND APPARATUS TO THE APPLICABLE SYSTEMS AND TO PROVIDE TELECOMMUNICATION SERVICES BY MEANS OF THE APPLICABLE SYSTEMS

1. Nothing in this Licence removes any need to obtain any other licence that may be required under the Act or any other written law but, subject to that limitation, this Licence authorises -
 - (a) the connection to any Applicable System of -
 - (i) any other Applicable System;
 - (ii) any telecommunication system outside Guyana except a telecommunication system which the Minister has notified the Licensee should not, or as the case may be, should cease to, be connected to the Applicable System;
 - (iii) any telecommunication system run by the Government;
 - (iv) any telecommunication system in the Licensed Area, the Licence for which authorises it to be connected to one or more of the Applicable Systems;
 - (v) any telecommunication system of the kind mentioned in Section 6(1) of the Act;
 - (vi) telecommunication apparatus of every description which is comprised in an Applicable System;
 - (vii) telecommunication apparatus comprised in a telecommunication system mentioned in sub-paragraphs (i) to (vi) above;

- (viii) any telecommunication apparatus not comprised in any of the Applicable Systems which is for the time being approved for connection to any of the Applicable Systems in accordance with Section 20 of the Act; and
- (ix) any hearing aid.
- (b) the provision by means of the Applicable Systems of telecommunication services consisting in -
 - (i) the conveyance (not including switching of Messages (not including cable programme services sent under a licence granted under Section 47 of the Act) and switching incidental to such conveyance; and
 - (ii) directory information services, but not any Land Mobile Radio Service.

2. In this Schedule -

- (a) "Land Mobile Radio Service" means any telecommunication service provided by wireless telegraphy for reception by means of apparatus which is or is to be used while in motion, but does not include services of a kind provided under Condition 8 and 12 of Schedule 1;
- (b) "Licensed Area" means Guyana;
- (c) "Message" means anything falling within Section 2(1)(i) to (iv) of the Act.

Applicable Systems

1. The Applicable Systems are telecommunication systems of every description within Guyana provided that a system ("the System") is an Applicable System only to the extent that it satisfies each of the following conditions -
 - (a) the System is one by means of which Messages are conveyed or are to be conveyed -
 - (i) from one Network Termination Point to another such Point;
 - (ii) from a Network Termination Point to another place which is neither a Network Termination Point nor a Call Office or from such a place to such a Point;
 - (iii) between a place which is neither a Network Termination Point nor a Call Office and another such place where their conveyance is not by way of provision of a service to another person; or
 - (iv) between a Call Office and any other place, but in any case not beyond a Network Termination Point; or
 - (b) the System is not one by which radio or television broadcasting services or cable programme services, are provided by a broadcasting agency.
2. In this Annexure -
 - (a) "Approved Apparatus" means in relation to any system apparatus approved under Section 20 of the Act for connection to that system;
 - (b) "Call Office" means telecommunication apparatus not supplied by the Licensee to any particular person but made available for use by the public or a class of the public;
 - (c) "Licence" means a licence granted or having effect as if so granted under Section 7 of the Act;

(h) "Network Termination and Testing Apparatus" means an item of telecommunication apparatus comprised in the System installed in a fixed position on Served Premises which enables -

- (i) Approved Apparatus to be readily connected to, and disconnected from, the System; and
- (ii) the conveyance of Messages between such Apparatus and the System; and
- (iii) the due functioning of the System to be tested,

but the only other functions of which, if any are -

- (1) to supply energy between such Apparatus and the System;
- (2) to protect the safety or security of operation of the System; or
- (3) to enable other operations exclusively related to the running of any Applicable System to be performed or the due functioning of any system to which the System is or is to be connected to be tested (separately or together with the System;

(i) "seagoing vessel" includes any floating structure for the exploration for, or exploitation of, oil or gas, or similar structure, while it is not maintained on a station;

(j) "Served Premises" means a single set of premises in single occupation where apparatus has been installed for the purpose of the provision of telecommunication services by means of the System at those premises;

(k) "Guyana" includes any area to which the provisions of the Act apply by virtue of Section 56 of the Act.

In determining whether any telecommunication system is an Applicable System for the purposes of this Annexure -

- (i) any point at which any two systems run by the Licensee neither of which is a system authorised to be run and which is run under another licence are connected shall be deemed not to be a Network Termination Point;
- (ii) in determining whether Messages are conveyed by way of provision of a service all members of the Licensee's Group (that is to say the Licensee and its wholly owned Subsidiaries taken together) shall be treated as one person; and
- (iii) apparatus shall be deemed to remain installed in a fixed position notwithstanding that it has been moved without authority.