

**CONCESSION FOR THE OPERATION OF A PUBLIC
TELECOMMUNICATIONS NETWORK AND/OR PROVISION OF PUBLIC
TELECOMMUNICATIONS AND/OR BROADCASTING SERVICES**

This Concession is issued to [NAME OF CONCESSIONAIRE], of [REGISTERED ADDRESS OF CONCESSIONAIRE] (the “concessionaire”), pursuant to section 21 of the Telecommunications Act, 2001 (the “Act”).

The concessionaire is hereby authorised, subject to the conditions contained in this Concession, to:

- (a) Operate the public telecommunications network or networks listed in Schedule A.**
- (b) Provide the public telecommunications service or services listed in Schedule B.**
- (c) Provide the broadcasting service or services listed in Schedule C.**

Dated the [].

.....

Minister of Public Administration

Acceptance and Acknowledgement by concessionaire

[NAME OF CONCESSIONAIRE], the concessionaire hereby;

1. acknowledges that operation of the public telecommunications network and/ or provision of the public telecommunications and/or broadcasting services hereunder are subject to regulations to be made by the Minister on the recommendation of the Authority in accordance with the Act;
2. for the avoidance of doubt, agrees that it shall be bound by such regulations as and when they are made;
3. expressly waives any rights or claims for loss or damage (whether direct, indirect or consequential, exemplary, punitive or special) at law or in equity whether in contract or in tort (including without limitation, breach of warranty, breach of contract, negligence and strict liability in tort) arising out of or in connection with any additional obligations, fees, penalties or abrogation of rights which may be occasioned by such regulations as and when they are made; and,
4. accepts the terms and conditions contained in this Concession.

Signed:

.....

For and on behalf of **[NAME OF CONCESSIONAIRE]**

TABLE OF CONTENTS

Definitions and Interpretation	5
Section A - General Conditions	7
Laws and Regulations	7
Period of Concession	7
Payment of Concession Fee	8
Service Commitments and Performance Bond	8
Universality	9
Transfer of Concession, Change of Control, Disposal of Assets	10
Anti-Competitive Conduct and Market Dominance	11
Liability for Acts of Agents, Employees and Contractors	13
Remedies for Non-Compliance	13
Indemnity	14
Requirement to Furnish Information to the Authority	14
Accounting Practices	16
Public Emergency Telecommunications Services	16
Numbering Resources	16
Quality of Service	17
Access to Facilities	17
Dispute Resolution	18
Amendment	18
Termination and Surrender	18
Service of Notices	18
Publications	19
Section B — Public Telecommunications Network Conditions	20
Application of this Section	20
Licences for Radiotransmitting Equipment and Radiocommunications Services	20
Location of Network Facilities	20
Records and Network Plans	20
Changes to the Networks	21
Alteration of Networks	21
Access by the Authority to Network Facilities	21
Coordination of Works	21
Health, Safety and Environment	22
Interconnection	22
Broadcasting Must-Carry	22
Section C — Telecommunications Service Conditions	23
Applicability of this Section	23
Tariffs	23
Revision of tariffs	24
Billing and metering accuracy	24
Consumer Rights	25
Customer Charter	27
Service Interruptions	28
Directory and Operator Services	28
Resale of Services	29

Interconnection	29
Section D — Broadcasting Service Conditions	30
Applicability of this Section	30
Authorised Services	30
News and Information Services	30
Advertising and Announcements	30
Content and Compliance with Broadcasting Code	31
Hours of Operation	31
Intellectual Property Rights	31
Quality of Service	32
Consumer Rights.....	32
Tariffs.....	34
Revision of tariffs	34
Billing	35
Use by Government	35
Maintenance of Records	36
Customer Charter	36
Service Interruptions	36
Schedule A	38
Public Telecommunications Networks	38
Schedule B.....	39
Public Telecommunications Services	39
Schedule C	40
Broadcasting Services.....	40
Schedule D	41
Specific Conditions.....	41
Schedule E.....	42
Trinidad and Tobago Telecommunications country identifiers.....	42
Schedule F.....	43
Quality of Service Requirements for Trinidad and Tobago.....	43
Schedule G	53
Public Health and safety Criteria for radiocommunication devices Trinidad and Tobago	53

Definitions and Interpretation

1. In this Concession, unless the context requires otherwise, the following words shall have the following meanings:

“The Act”	means the Telecommunications Act (2001) as amended;
“Affiliate”	has the meaning given in the Companies Act (Chap. 81:01);
“Associate”	has the meaning given in the Companies Act (Chap. 81:01);
“Authorisation”	means a right to operate a public telecommunications network or provide a public telecommunications service or broadcasting service granted pursuant to section 21 of the Act;
“Broadcasting Services”	means the broadcasting services (as defined in the Act) which are authorised by this Concession and which are particularised in Schedule C;
“Commitment”	means an obligation set out in Schedule D to this Concession;
“Control”	means the ability of one entity to direct the affairs of another whether by virtue of the ownership of shares, by contract or otherwise;
“Date of Grant”	means the date on which an Authorisation granted by this Concession commences, as defined in Condition A5 and set out in the relevant Schedule;
“Date of Commencement”	means the date, on or after the Date of Grant, at which the concessionaire may commence operation of a public telecommunications network and/or provision of a public telecommunications and/or broadcasting service under this Concession in accordance with Section A12 hereof.
“Effective Date”	means the date set out on the first page of this Concession, being the date upon which the Concession takes effect;
“Average Market Share”	means the percentage arrived at by equal division of the defined market among all concessionaires operating in that market;
“Government”	means the Government of the Republic of Trinidad and Tobago;
“Market”	means the service or group of services within a geographic area which are sufficiently interchangeable or substitutable in terms of user characteristics, prices or intended use, as defined herein or by the Authority in accordance with the Act or this

Concession;;

“National”, “Major Territorial”, “Minor Territorial” and “Niche”	refer to the geographical categories for the grant of concessions and licences in accordance with the Act as defined in the “Authorisation Framework for the Telecommunications and Broadcasting Sectors in the Republic of Trinidad and Tobago” published by the Authority;
“Public Telecommunications Networks”	means the public telecommunications networks (as defined in the Act) the operation of which are authorised by this Concession and which are particularised in Schedule A;
“Public Telecommunications Services”	means the public telecommunications services (as defined in the Act) the provision of which are authorised by this Concession and which are particularised in Schedule B;
“Subscription Broadcasting Service”	means a broadcasting service (as defined in the Act) which is purchased or subscribed to by a user;
“Term”	means the period for which an Authorisation under this Concession is granted, as defined in Condition A5 and set out in the relevant Schedule.

2. Words and expressions not defined herein shall have the meaning given in the Act.
3. This Concession includes its schedules and appendices.
4. In this Concession, unless the context otherwise requires, a reference to:
 - a. a statute or statutory provision shall be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced; and,
 - b. a regulation shall be construed as a reference to a regulation made under section 78 of the Act.
5. As indicated elsewhere in this Concession, the specific networks or services that the concessionaire is authorised to operate or to provide are to be set out in schedules to this Concession. Where no networks or services are set out in a particular schedule, the concessionaire has no authority to operate any network or to provide any service that would otherwise be set out in the schedule.

Section A - General Conditions

Laws and Regulations

- A1. This Concession is issued pursuant and subject to the Act. The provisions of the Act shall apply to the operation of all networks and provision of all services authorised by this Concession. Nothing in this Concession shall be construed as limiting or excluding the application of any provision of the Act.
- A2. The concessionaire shall comply with the Act, all regulations or other instruments made under the Act, the conditions of this Concession, and all laws in force from time to time in the Republic of Trinidad and Tobago.
- A3. The concessionaire shall, without delay, comply with any lawful decisions or directions made by the Minister or the Authority under the Act.
- A4. The conditions contained in this Concession shall be construed and interpreted in accordance with the laws of the Republic of Trinidad and Tobago.

Period of Concession

- A5. This Concession shall take effect on the Effective Date, and the Authorisation for each of the Public Telecommunications Networks, Public Telecommunications Services or Broadcasting Services granted in this Concession shall commence on the date on which such Authorisation is granted by the Minister (the "Date of Grant") and continue in effect for the period (each a "Term") referred to in the relevant Schedule in respect of that Authorisation. This Concession shall determine at any time that all Authorisations granted herein have terminated.
- A6. The Authorisation for any Public Telecommunications Network, Public Telecommunications Service or Broadcasting Service, may be renewed by the Minister on the recommendation of the Authority upon application by the concessionaire to the Authority. Such application shall not be made before the expiry of two thirds of the relevant Term, or six months prior to the end of the relevant Term, whichever is earlier. Renewal shall on each occasion be for such period as may be agreed between the concessionaire and the Minister.
- A7. The Authority shall, in assessment of any application for renewal of any Authorisation granted hereunder, have regard to the matters that would be considered in relation to an application for a new concession, as well as any matters related to the concessionaire's previous compliance with the conditions of this Concession. In the case of a first renewal, the Authority, in making its recommendation to the Minister, shall have regard to the provisions of section 31(1) of the Act.
- A8. Each Authorisation granted under this Concession is separate and the Minister shall have the right to renew some only or all of the Authorisations granted by this Concession. Such renewal shall be on the recommendation of the Authority having regard to all the relevant circumstances. Upon any renewal subsequent to

the first renewal of any Authorisation granted under this Concession, the terms and conditions of that Authorisation may be amended or modified by the Minister upon the recommendation of the Authority, having regard to all the circumstances.

Payment of Concession Fee

- A9. The concessionaire shall pay to the Authority the concession fees applicable to the Public Telecommunications Networks and Services authorised by this Concession as invoiced by the Authority to the concessionaire in accordance with the Fee Regulations in force from time to time.

Service Commitments and Performance Bond

- A10. Without prejudice to any of the concessionaire's other obligations under this Concession, the concessionaire shall comply with the commitments regarding network rollout, range of services to be offered, quality of service standards, pricing and service provisioning schemes and any other commitments as submitted to the Authority in its application for any Authorisation granted by this Concession.
- A11. The concessionaire shall also comply with any network or service obligations set out in the Schedules to this Concession.
- A12. The concessionaire shall not commence service in relation to any Authorisation until the relevant Date of Commencement. The Date of Commencement shall be the date on which the concessionaire is furnished with a Certificate of Commencement in respect of the relevant Authorisation. Upon satisfaction of the relevant Commencement of Service condition for an Authorisation as set out in Schedule D the concessionaire may apply to the Authority for certification of its completion of such commencement condition. The application shall be made in writing and must provide adequate proof of completion thereof to the reasonable satisfaction of the Authority. The Authority shall determine the application and shall notify the concessionaire in writing of the result within fourteen (14) days from the date of receipt of the application. Where proof to the satisfaction of the Authority is so furnished, such notification shall be the Certificate of Commencement. Should the Authority not respond within the designated fourteen (14) day period, the concessionaire shall be deemed to have been issued a Certificate of Commencement effective immediately on the next day immediately following the expiry of the fourteen (14) day period. Where Schedule D does not contain a Commencement of Service condition in respect of any Authorisation granted under this Concession, the Date of Commencement shall be the Date of Grant of the relevant Authorisation.
- A13. The concessionaire shall, within fourteen (14) days of the date on which this Concession is granted, provide the Authority with a performance bond in the

form set out in Appendix I, to secure the Basic Network and Service Rollout Commitments of the concessionaire set out in Schedule D.

Universality

- A14. The concessionaire shall comply with all regulations made by the Authority in relation to universal service and universal access, and in particular shall make such contributions to any fund or accounts as may be required by such regulations.
- A15. (1) Without prejudice to Condition A14 above, and until such regulations are promulgated, a concessionaire shall:
- a. where the concessionaire is authorised to operate public domestic fixed telecommunications networks and provide public domestic fixed telecommunications services, provide at a minimum:
 - i. at such time and in such manner as determined by the Authority in consultation with the concessionaire, all basic telecommunications services in such a form as to facilitate access to those services by citizens who are visually and hearing impaired; and,
 - ii. all basic telecommunications services authorised to public libraries and schools at rates which are twenty-five per cent (25%) of the retail rate provided for such telecommunications service in the market; and,
 - iii. provide no less than fifty public nodes, for example pay phones or Internet kiosks, per national county and parish, by the third milestone of Schedule D (or within 6 months of the Date of Grant where no milestones are listed in schedule D in respect of its public domestic fixed telecommunications networks and services).
 - b. where the concessionaire is authorised to operate public domestic mobile, public domestic fixed, and/ or public international telecommunications networks, and/or provide public domestic fixed, public domestic mobile, public international telecommunications, and/or broadcasting services, remit such amount no greater than three per cent (3%) of gross annual revenues from such networks and services as may be specified by the Authority regarding universal service, into an account or fund to be specified by the Authority for the development of a universal service and access programme. However, in calculating the total liability of the concessionaire under this sub-condition, the reasonably incurred cost to the concessionaire in providing services pursuant to Condition 15(1) a. during the relevant period shall be deducted from the total sum payable by the concessionaire.

- (2) For the purposes of this Condition A15, basic telecommunications services shall include:
- i. Domestic fixed call origination and termination;
 - ii. Dial-up connectivity to the Internet;
 - iii. Free 24-hour access to emergency call services;
 - iv. Directory assistance; and
 - v. Free itemised billing.

Transfer of Concession, Change of Control, Disposal of Assets

- A16. The concessionaire shall not, without the prior written approval of the Authority, such approval not to be unreasonably withheld, transfer, assign or otherwise part with this Concession or any permission, right, obligation or benefit granted under this Concession.
- A17. Control of the concessionaire shall not, without the prior written approval of the Authority, such approval not to be unreasonably withheld, be transferred or changed.
- A18. The concessionaire shall not, without the prior written approval of the Authority, such approval not to be unreasonably withheld, enter into any joint venture, management agreement, outsourcing agreement, association contract or other arrangement with a third party, the effect of which would be to permit a person who is not authorised under this Concession or any other concession granted under the Act, to obtain rights or privileges under this Concession which would otherwise require that person to be the holder of a concession pursuant to section 21 of the Act or would result in a breach of Condition A16 or A17.
- A19. The concessionaire shall not, without the prior written approval of the Authority, such approval not to be unreasonably withheld, assign, transfer or otherwise dispose of any part of its assets constituting or involved in the operation of any public telecommunications network or provision of any public telecommunications service authorised for national or major territorial operation or provision, where such assignment, transfer or disposal would materially affect access to that network or those services, other than where the assignment, transfer or disposal is in the ordinary course of the concessionaire's maintenance, replacement or upgrading of such network or service.
- A20. The Authority may, in the grant of any approval under Conditions A16, A17, A18 or A19, impose such reasonable conditions upon the concessionaire in respect of any transfer, assignment, change, disposal or arrangement as it considers appropriate.

Anti-Competitive Conduct and Market Dominance

- A21. The concessionaire shall not engage in conduct which has the purpose or effect of preventing or substantially restricting or distorting competition in any telecommunications or broadcasting markets, or interfering with the operation of networks or the provision of services by any of its competitors.
- A22. In particular, but without prejudice to the generality of the foregoing, the concessionaire shall not:
- a. enter into any agreement, arrangement or understanding which has or is likely to have the purpose or effect of preventing or substantially restricting or distorting competition in any market for the provision or acquisition of any networks, services or equipment;
 - b. without the authorisation of the Authority, make it a condition of the provision or connection of telecommunications network facilities, services or equipment that the person also acquires or does not acquire any other network facilities, service or equipment either from the concessionaire or any other entity; or,
 - c. give an undue preference to, or receive an unfair advantage from, a business carried on by it or an associated or affiliated company, service or person if, in the opinion of the Authority, competitors could be placed at a material competitive disadvantage, or competition would be prevented or substantially restricted.
- A23. Without prejudice to any price or competition regulations to be developed by the Authority, and until such regulations are promulgated:
- a. Any concessionaire which:
 - (i) serves over one hundred and fifty per cent (150%) of its Average Market Share in any market set out in this condition or defined by the Authority from time to time; or,
 - (ii) enjoys a position of economic strength affording it the power to behave to an appreciable extent independently of competitors, customers and ultimately consumers;

shall be considered to have significant market power and may be declared a dominant provider subject to price regulation in accordance with section 29 of the Act. Notwithstanding the foregoing, a concessionaire with an actual market share of less than 15% of any defined market shall not be considered a dominant provider in that market.

- b. The Authority may also determine, in accordance with section 29 of the Act, that a concessionaire is dominant where, individually or jointly with others, it operates in a market where more than one of the following conditions are satisfied:
 - (i) mature market;
 - (ii) homogenous product;
 - (iii) similar cost structures;
 - (iv) similar market shares;
 - (v) lack of technical innovation and mature technology;
 - (vi) absence of excess capacity;
 - (vii) lack of potential competition;
 - (viii) reduced scope for price competition; or
 - (ix) high barriers to entry.

- c. Subject to revisions made from time to time by the Authority, a concessionaire which is declared dominant in a market may be subject to price regulation of the telecommunications services within that market in accordance with section 29 of the Act, such that its prices for telecommunications services in that market shall be capped so that the concessionaire's rate of return on investment is limited (save that such limit shall not result in a rate of return of less than the concessionaire's weighted average cost of capital as determined by GAAP), or price floors may be set to ensure that provision is not below cost.

- d. A concessionaire that has been declared dominant in accordance with section 29 of the Act may apply to the Authority in writing for a determination that it is not a dominant provider. The Authority shall determine any such application within thirty (30) days of receipt of the application and shall take into account the following factors:
 - (i) the relevant market;
 - (ii) technology and market trends;
 - (iii) the market share of the provider;
 - (iv) the power of the provider to set prices;
 - (v) the degree of differentiation among services in the market;
 - (vi) any other matter as the Authority deems relevant.

- e. Until such time as the Authority has defined the relevant markets, the following shall be the defined markets for the purposes of this Condition A23:
 - (i) Retail telecommunications services:
 - a. Public Mobile Voice Origination Service (National and Major Territorial);
 - b. Public Fixed Voice Origination Service (National, Major Territorial, Minor Territorial, Niche);

- c. International Voice Origination Service (National, Major Territorial, Minor Territorial, Niche);
 - d. Narrowband Internet Access (National, Major Territorial, Minor Territorial, Niche);
 - e. Broadband Internet Access (National, Major Territorial, Minor Territorial, Niche); and,
 - f. Private Leased Line Services (National, Major Territorial, Minor Territorial, Niche).
- (ii) Wholesale telecommunications services:
- a. Local Leased Line Access;
 - b. International Leased Line Access;
 - c. Leased line Access to other concessionaires;
 - d. Mobile Termination services (National Only);
 - e. Fixed Termination services (National, Major Territorial, Minor Territorial, Niche);
 - f. Fixed Transit;
 - g. Mobile Transit; and,
 - h. International Termination services.

Liability for Acts of Agents, Employees and Contractors

A24. Without prejudice to the provisions of Condition A18, the concessionaire shall be entitled to appoint agents or employ independent contractors or sub-contractors to carry out any works or provide any services which enable the concessionaire to discharge its obligations under this Concession. The concessionaire shall be wholly liable for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services and shall remain responsible for compliance with all requirements of this Concession notwithstanding any such appointment or employment.

Remedies for Non-Compliance

A25. In the event of a material breach of the Act, regulations, instruments or directions made under the Act, or any condition of this Concession, the Authority or the Minister, whichever is appropriate in accordance with the relevant provisions of the Act, may:

- a. suspend or terminate this Concession or the concessionaire's right to operate any network or provide any service under this Concession; or,
- b. take such other action as it deems appropriate;

in accordance with the relevant provisions of the Act and any regulations.

A26. The concessionaire shall not be held to have failed to comply with its obligations under this Concession if and to the extent that the Authority is

satisfied that it is or was prevented from complying with those obligations for the following reasons:

- a. acts or omissions beyond the reasonable control of the concessionaire, including without limitation, acts of God, war, riot, civil commotion, fire, flood or storm;
- b. malfunction or failure of any equipment where the Authority determines that reasonable preventative measures were taken beforehand;
- c. the act or omission of any government body or international organisation;
- d. compliance with any law or governmental order, rule, regulation or direction; or,
- e. any other factor which in the opinion of the Authority is beyond the concessionaire's reasonable control and which notwithstanding the exercise by the concessionaire of reasonable diligence, the concessionaire was unable to prevent or overcome,

provided that the concessionaire shall use all reasonable endeavours to address, without delay, the factor or factors preventing the carrying out of its obligations and shall resume the performance of its obligations as quickly as it is reasonably able to do so.

Indemnity

- A27. The concessionaire shall indemnify the Government and the Authority against any losses, claims, charges, expenses, actions, damages or demands which the Government or the Authority incurs or which may be made against the Government or the Authority as a result of the activities of the concessionaire or any employee, agent or contractor of the concessionaire in relation to the provision of the services or the operation of the Public Telecommunications Networks or provision of the Public Telecommunications Services or Broadcasting Services, save where such claims arise out of the failure by the Government or the Authority to properly or reasonably exercise its functions under the Act. This indemnity shall not apply if it is proven by the concessionaire that the loss arose out of the Authority's or the Government's failure to properly exercise its responsibilities under the Act or any other written law, or directly and solely out of an obligation or requirement imposed upon the concessionaire by the Government or the Authority.

Requirement to Furnish Information to the Authority

- A28. The concessionaire shall furnish to the Authority, in such manner and at such times as the Authority may reasonably direct, either in writing or by a general notice published by the Authority, such information related to the activities of the concessionaire under this Concession, including but not limited to network

or service development plans, financial, technical and statistical information, accounts, service performance metrics and other records, as the Authority may reasonably require in order to perform its functions.

- A29. Subject to Condition A30, the Authority shall keep confidential any information furnished to it by a concessionaire, which the concessionaire has specifically expressed to be confidential at the time of submission to the Authority, and which is of a confidential nature. The concessionaire shall label such confidential information at the time of disclosure orally and in writing with a prominently placed label or marking stating that such information is "CORPORATE PROPRIETARY AND CONFIDENTIAL". The Authority shall exercise reasonable care and take all reasonable steps in protecting such confidential information, and in particular shall take reasonable precautions to procure that such confidential information is only disseminated to those employees of the Authority that need to know and use such information in the performance of the Authority's functions.
- A30. In accordance with section 80 of the Act, the Authority shall be entitled to disclose any information received by it where:
- a. the Authority considers that disclosure is necessary in the discharge of the Authority's functions;
 - b. the information is or becomes public knowledge other than through disclosure by the Authority;
 - c. the information was known to the Authority before receipt from the concessionaire, without any obligation of confidence;
 - d. the information lawfully becomes available to the Authority from a source other than the concessionaire; or,
 - e. the concessionaire agrees to the disclosure of the information.
- A31. Prior to any disclosure of information under Condition A30 above, the Authority shall afford the concessionaire requesting the information and the concessionaire that owns the information, an adequate opportunity to make representations regarding the disclosure. Without prejudice to the generality of the foregoing, the Authority shall:
- a. give no less than fourteen (14) days prior written notice of disclosure to the concessionaire whose information the Authority proposes to disclose;
 - b. give reasonable considerations to any representations made consequent upon part a. above; and,

- c. where appropriate, consider such reasonable proposals made by the concessionaire to protect the confidentiality of the information, where such proposals do not prejudice the Authority's objective in seeking to disclose the information.

Accounting Practices

- A32. Where directed by the Authority in writing, the concessionaire shall implement such accounting practices as may from time to time be required by the Authority in accordance with Regulations made under the Act.
- A33. Such accounting practices are to be consistent with generally accepted accounting practice where applicable, and may include (but are not limited to) accounting practices which allow for the identification or separation of the costs and charges for different services or types or kinds of networks and/ or facilities.

Public Emergency Telecommunications Services

- A34. The concessionaire shall ensure that in respect of any public telephone service which it provides, it shall:
 - a. facilitate user contact ;
 - b. forward user calling line identifiers and where possible with associated subscriber address information; and
 - c. if required to do so and upon the giving of reasonable prior notice in writing, forward, where possible, user geographic location within one hundred (100) metres of the position of the user at the time of the communication;

to police, fire, ambulance, and any other national emergency services which the Minister may from time to time designate for the purpose of notifying them of any emergency at any time and without charge.

- A35. The numbers for emergency services shall be as determined in the National Numbering Plan, or as otherwise identified in any decisions or directions issued by the Authority.

Numbering Resources

- A38. The concessionaire shall conform to the National Numbering Plan made by the Authority, any directions given by the Authority in relation to the application of the National Numbering Plan and any directions or regulations issued relevant to the administration of numbers. The concessionaire acknowledges that neither the concessionaire nor its customers obtain, whether directly or indirectly, any proprietary rights in numbers allocated or assigned by the Authority.

- A39. Without prejudice to any numbering regulations to be developed by the Authority, and until such regulations are promulgated, the relevant domestic concessionaire's network shall utilise the internationally designated country code identifiers identified in Schedule E.
- A40. The concessionaire shall take all reasonable measures and cooperate with the Authority to prevent or minimise the use of unlawfully acquired end user equipment.
- A41. The concessionaire shall, at the request of the Authority, furnish to the Authority any information required by the Authority in relation to the development and/ or operation of the National Numbering Plan.
- A42. The concessionaire shall, in accordance with any regulations relating to number portability, facilitate the portability of numbers assigned to any customer of any operator of public telecommunications networks or provider of public telecommunications services.

Quality of Service

- A43. The concessionaire shall operate and maintain the Public Telecommunications Networks, and provide the Public Telecommunications Services or Broadcasting Services, in a good, efficient and continuous manner satisfactory to the Authority and in accordance with any regulations or directions made by the Authority in relation to quality of service from time to time.
- A44. Without prejudice to any quality of service regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire is obliged within six (6) months of the Date of Commencement to meet the quality of service benchmarks as specified in Schedule F, according to the terms therein.
- A45. Without prejudice to any quality of service regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall within six (6) months of the Date of Commencement publish in accordance with this section A, the appropriate performance indices specified in Schedule F.

Access to Facilities

- A46. The concessionaire shall in a prompt and efficient manner in accordance with the provisions of the Access to Facilities Regulations from time to time in force, coordinate and cooperate with any other concessionaire in respect of the provision, use and sharing of any facilities.
- A47. Save as otherwise expressly permitted by the Authority, the concessionaire shall not install any radiocommunications or radiotransmitting equipment which is part of the Public Telecommunications Networks on any structure which (i) is

purpose built for the accommodation of such equipment, and, (ii) is not owned or controlled by the concessionaire, or another holder of a concession under section 21 of the Act. In this condition, the term “owned or controlled” means the ability to direct the management and use of a facility for the purpose of complying with any directions given by the Authority under section 26 of the Act or any regulations made under section 26 of the Act.

Dispute Resolution

A48. Any dispute on matters relating to the requirements of this Concession or the Act shall be referred to the Authority for determination in accordance with such dispute resolution process as established by the Authority under the Act. The concessionaire expressly agrees and acknowledges that it shall, as set forth within the provisions of such dispute resolution process, be bound by any decision or award made in such process.

Amendment

A49. This Concession or the terms and conditions of any Authorisation granted in this Concession, may be amended:

- a. in accordance with the provisions of the Act; or,
- b. as agreed in writing between the Minister acting on the advice of the Authority, and the concessionaire.

Termination and Surrender

A50. An Authorisation granted under this Concession shall terminate at the end of the relevant Term unless earlier revoked or terminated in accordance with the Act, or terminated by agreement between the concessionaire and the Minister, acting on the recommendation of the Authority.

A51. An Authorisation granted under this Concession, or any rights granted herein, may be surrendered at any time with the prior agreement in writing of the Minister, acting on the recommendation of the Authority. Such surrender shall be without prejudice to any rights or obligations accrued prior to such surrender taking effect, and shall be subject to such conditions as the Minister, acting on the recommendation of the Authority, shall consider appropriate having regard to all the circumstances.

Service of Notices

A52. The concessionaire shall provide to the Authority an address in the Republic of Trinidad and Tobago for service of notices, including details of facsimile and telephone contact numbers. All notices required to be given in writing to the concessionaire under this Concession shall be sent by:

- a. hand or mail to the concessionaire's registered address in the Republic of Trinidad and Tobago as filed with the Registrar of Companies or any other address in Trinidad and Tobago provided by the concessionaire to the Authority in writing; or
- b. facsimile to such contact details as have been provided to the Authority for the purpose of notices (which facsimile shall be followed by a printed copy as soon as practicable thereafter); or
- c. by such electronic or other means as may be agreed between the concessionaire and the Authority.

Notices will be deemed to have been received when delivered if sent by hand, three working days after mailing if sent by mail, and upon receipt by the sender of a delivery confirmation when sent by facsimile or any electronic means.

Publications

- A53. The concessionaire shall publish and make available at all times such information as reasonably determined from time to time by the Authority as necessary to inform the public of the operation of its networks and/or provision of all of its services provided in relation to the Authorisations contained in this Concession. These publications shall be effected by (at a minimum):
- a. placing a copy in a publicly accessible location of the principal place of business in Trinidad and Tobago of the concessionaire, and all other business places of the concessionaire at which business with the public is transacted;
 - b. making the information available, and easily accessible, on any public website maintained by the concessionaire; and
 - c. providing a copy to any person who requests it. The concessionaire may levy a charge of no more than the reasonable cost of printing and sending the copy to the person so requesting.

Section B — Public Telecommunications Network Conditions

Application of this Section

- B1. Save as otherwise provided in this Concession, Section B shall only apply to the concessionaire if this Concession authorises the operation of a public telecommunications network or networks, which network or networks, if any, are specified in Schedule A.

Licences for Radiotransmitting Equipment and Radiocommunications Services

- B2. Where radiocommunications services and radiotransmitting equipment are required for the operation of the Public Telecommunications Networks or provision of the Public Telecommunications Services or the Broadcasting Services, the concessionaire shall obtain and maintain the required licences in accordance with section 36 of the Act and the relevant regulations.

Location of Network Facilities

- B3. The concessionaire shall in accordance with the Act, the regulations, and any other relevant laws, obtain all required consents, approvals and rights of access from the relevant authorities before the commencement of any installation or maintenance of the Public Telecommunications Networks.
- B4. The concessionaire shall, at the request of the Director of Highways, any other proper authority, or any other person who intends to undertake works in the vicinity of the Public Telecommunications Networks and who is properly authorised to do so, provide information about the location of the Public Telecommunications Networks in a readily accessible format. Where such information is provided to a Government or Statutory authority it shall be provided free of charge, but the concessionaire shall be entitled to charge a reasonable fee to cover its cost of making copies of the information to all other third parties.
- B5. The concessionaire shall mark or otherwise identify the components of the Public Telecommunications Networks, to the extent reasonably required to distinguish it from the components of any other network or equipment laid or installed in Trinidad and Tobago.

Records and Network Plans

- B6. The concessionaire shall keep accurate, up to date and reasonably detailed records of the location of the Public Telecommunications Networks (including all related equipment and facilities). The records to be maintained by the concessionaire shall include overall network plans and cable route maps.

- B7. The concessionaire shall make such information available, promptly and without charge, to the Authority or to any person or entity authorised by the Authority for inspection, and shall provide copies of the information as required (in such format as the Authority may reasonably require) for the Authority's purposes.
- B8. The concessionaire shall, at the request of any other holder of a concession granted under the Act and without unnecessary delay, give reasonable access to such information for the facilitation of network planning, maintenance, and reconfiguration. The concessionaire shall be entitled to charge a reasonable fee to recover costs it incurs in connection with the provision of such information to other concessionaires.

Changes to the Networks

- B9. The concessionaire shall notify the Authority of any proposed material changes to the Public Telecommunications Networks forthwith and provide to the Authority such information as the Authority shall reasonably require for the purpose of assessing the effect of such changes, prior to effecting the changes.
- B10. The concessionaire shall not, without the prior written approval of the Authority, such approval not to be unreasonably withheld, make any changes to the Public Telecommunications Networks which might reasonably be anticipated to have a material adverse technical effect on any telecommunications network or service or broadcasting service or any consumer of any telecommunications network or service or broadcasting service provided by the concessionaire or any other person or entity.

Alteration of Networks

- B11. The concessionaire shall, within a reasonable time and in such manner as may be lawfully directed by written notice from the Director of Highways or any other proper authority, at its own expense alter the course, depth, position or means of attachment of any part of the Public Telecommunications Networks.

Access by the Authority to Network Facilities

- B12. Without prejudice to any requirement contained in the Act, the concessionaire shall permit the Authority or any inspector appointed in accordance with the Act, upon the giving of reasonable prior notice, to inspect any aspect of the Public Telecommunications Networks.

Coordination of Works

- B13. The concessionaire shall use reasonable endeavours to coordinate any installation works for the Public Telecommunications Networks under, in, over or upon any public lands with the installation works of other concessionaires or licensees, so as to minimise the disruption caused by such works. The concessionaire shall cooperate fully with the Authority and shall comply with

all requirements of the Act and any regulations, procedures or directions made by the Authority or any other relevant authority in respect of such coordination.

- B14. Where in the course of installing or maintaining the Public Telecommunications Networks the concessionaire, after obtaining all required approvals and consents, excavates any public street or lands, it shall not remove, displace or otherwise interfere with any part of any telecommunications network installed by any other concessionaire or licensee without its prior written consent. Such consent shall not be unreasonably withheld or delayed, but shall be subject to any requirement of reinstatement which that other concessionaire or licensee reasonably imposes upon the concessionaire. Any dispute regarding obtaining consent on appropriate terms (including in a timely manner) may be referred to the Authority pursuant to Condition A49.
- B15. The concessionaire shall, as speedily as possible, complete any works over any public street or lands, and shall restore the street or lands, including the removal of any debris, to the reasonable satisfaction of the Authority and any other proper authority.

Health, Safety and Environment

- B16. The concessionaire shall in connection with its operation of the Public Telecommunications Networks, take proper and adequate measures for the safeguarding of life, property and the environment, including safeguarding against exposure to any electrical or radiation hazard emanating from any equipment used by the concessionaire under this Concession. Such measures are outlined in Schedule G.

Interconnection

- B17. The concessionaire shall provide in a prompt and efficient manner:
- a. direct interconnection with the public telecommunications networks or the public telecommunications services of any other concessionaire;
 - b. indirect interconnection with such networks or services referred to in a. above, through the public telecommunications networks or public telecommunications services of other concessionaires; and
 - c. the transmission and routing of the services of other concessionaires at any technically feasible point in the concessionaire's network.

Broadcasting Must-Carry

- B18. A concessionaire who operates a public domestic fixed telecommunications network which is used for the provision of television broadcasting services shall ensure that all national and major territorial free to air television broadcasting channels are carried on its network.

Section C — Telecommunications Service Conditions

Applicability of this Section

- C1. Section C shall only apply to the concessionaire if this Concession authorises the operation of a public telecommunications service or services, which service or services, if any, are specified in Schedule B.

Tariffs

- C2. The concessionaire shall publish and make available at all times its tariffs for the provision of all of its Public Telecommunications Services provided in relation to the Authorisations contained in this Concession.
- C3. The publication of tariffs shall include the terms and conditions, details of fault repair provisions, and other technical and commercial conditions of the services. Where directed by the Authority, the concessionaire shall file copies of its tariffs, and related terms and conditions, with the Authority.
- C4. Publication shall be effected by as a minimum:
 - a. placing a copy in a publicly accessible part of the principal place of business in Trinidad and Tobago of the concessionaire, and all other business places of the concessionaire where business with the public is transacted;
 - b. making the tariffs available, and easily accessible, on any public website maintained by the concessionaire; and,
 - c. providing a copy to any person who requests it. The concessionaire may levy a charge of no more than the reasonable cost of printing and sending the copy to the person requesting.

The concessionaire shall also include a copy of any information published in accordance with this condition in any directory published by, or on behalf of, the concessionaire; this requirement shall apply to tariffs where such tariffs are for public telecommunications services.

- C5. The concessionaire shall not without the prior approval of the Authority in writing, bundle any Public Telecommunications Services into a single tariff without also offering each of the constituent services under separate tariffs. Where the concessionaire provides customer equipment integral to the provision of a service to its customers, the tariff shall clearly state the price of the equipment separately from the charges for the service.
- C6. The concessionaire shall not use revenues or resources from a public telecommunications network or public telecommunications service to cross

subsidise any other public telecommunications network or public telecommunications service, without the prior written consent of the Authority.

Revision of tariffs

- C7. Save as provided in any regulations or directions made by the Authority under section 29 of the Act, the concessionaire may revise its tariffs by publication in the manner referred to in Condition C4.
- C8. Prior to a revision of tariffs under Condition C7, the concessionaire shall give to the Authority no less than thirty (30) days prior notice in writing containing details of the proposed revision.
- C9. Revised tariffs shall take effect for new customers upon publication. In relation to existing customers, revised tariffs, to the extent of increase, shall only take effect upon the giving of notice by the concessionaire to the customer in accordance with the terms and conditions published for such tariffs, the period of which notice must not be less than thirty (30) days.

Billing and metering accuracy

- C10. The concessionaire shall use all reasonable endeavours to ensure that any metering or billing equipment used in connection with the services provided are accurate and reliable, and that the charges included in customer bills do not exceed what is properly payable by the customer for the services actually used.
- C11. The concessionaire shall at the written request of the Authority, conduct tests on metering and billing equipment to assess its accuracy, reliability and conformity to any quality of service standards prescribed by the Authority. The results of such tests shall be submitted by the concessionaire to the Authority within fourteen (14) days after the date of the request.
- C12. Without prejudice to any requirement contained in the Act, the concessionaire shall at any time, upon the giving of reasonable prior notice by the Authority, permit the Authority or any person authorised by the Authority to attend upon its premises or any premises used for the provision of the Public Telecommunications Services to conduct tests on metering and billing equipment to assess its accuracy, reliability and conformity to any quality of service standards prescribed by the Authority.
- C13. The concessionaire shall keep for a period of at least one (1) year, records from any metering or billing equipment, and related customer data, and shall provide to the Authority, in such form as the Authority may reasonably specify, copies of such records. The foregoing shall not apply to accounting records including copies of all customer bills issued by the concessionaire, which shall be kept for a period of at least four (4) years.

- C14. Without prejudice to any regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall use its best endeavours to ensure that:
- a. all information, including but not limited to call charges on a telecommunications user's bill, is clearly identified in language and terms which as far as practicable the user can understand;
 - b. the information is correct, and if queried, ensure that the resolution is quick and clear; and,
 - c. incorrect billing is not a frequent or widespread incident. In particular, no more than 0.02% of bills issued should be disputed, without resolution, in a billing cycle. For the avoidance of doubt, the concessionaire shall be entitled to recover from the user all charges that are not in dispute.

Consumer Rights

- C15. The concessionaire shall not discriminate among similarly situated consumers, and shall comply with any regulations and directions lawfully made by the Authority in relation to the rights of consumers.
- C16. Without prejudice to any consumer rights regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall endeavour to inform its customers in general terms whether there are alternative competitive providers of that service in the market.
- C17. Without prejudice to any consumer rights regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall not engage in retention and/ or enrolment strategies and practices which constitute harassment of the consumer.
- C18. Without prejudice to any regulations to be developed by the Authority, and until such regulations are promulgated, in relation to any marketing or promotional activity carried out by the concessionaire, the concessionaire shall ensure that it or any agency acting on its behalf is not overly disruptive to the consumer and in particular the concessionaire shall:
- a. ensure numbers designated for emergency services are not used for any other purpose;
 - b. ensure that automatic recorded voice mechanisms are not utilized to call any consumer without the prior consent of the consumer;
 - c. ensure that once a subscriber has informed it or the agency that he/ she does not want to be contacted, this request shall be complied with for a period of not less than six (6) months;

- d. ensure that it or the agency sends caller ID information when calling, so that consumers whose terminal equipment are so equipped may establish the identity of the caller; and
 - e. ensure that it or the agency does not send unsolicited advertisements or other marketing and promotional messages to the consumer unless it has received the consumer's express prior approval for such messages.
- C19. Without prejudice to any regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall not engage in the practice of changing a consumer's preferred carrier(s) without his/ her prior authorization.
- C20. Without prejudice to any other conditions in this concession, or consumer rights regulations to be developed by the Authority, the concessionaire shall comply with the following conditions in respect of all contracts with users:
- a. In respect of contracts entered into after the Effective Date, where a user contract contains a minimum term which exceeds twelve (12) months, the user shall be provided expressly with the option to obtain the same services and equipment under a contract without any minimum term. The user shall also be given the option to obtain the same services and equipment under contracts with shorter minimum terms, and the increment between the minimum terms of the options offered shall not exceed twelve (12) months. The price of services and equipment and other conditions of such shorter contracts shall be fair, reasonable and proportionate to the longest available duration, having regard to the discount offered in the longest available duration, and the value of the services and equipment provided under or in connection with, the contract.
 - b. Where a user contract, whether entered into prior to or after the Effective Date, contains a minimum term, any penalty for early termination of the contract shall be in respect only of any subsidy provided by the concessionaire to the user under or in connection with the contract, and shall be pro-rated over the term of the contract.
- C21. Where terminal equipment which has been locked or otherwise restricted so as to access only the concessionaire's network or service is supplied to a user, the concessionaire shall, upon termination of the relevant user contract in accordance with Condition C20, and free of charge, remove such lock or restriction. The concessionaire shall not supply (whether directly or indirectly through agents or other retail suppliers) terminal equipment which has been so locked or restricted to any user who has not entered into a service contract with the concessionaire in respect of such equipment.
- C22. The concessionaire shall give the user control of whether the user's assigned number is published, and shall keep such information confidential except where

disclosure of user information is otherwise provided for in this Concession or by any directions from the Authority given in accordance with the Act, including:

- a. in the publication of directories or provision of directory services (save that such disclosure shall be subject to the consumer's right to require at no charge that the number is exempted from publication, and to the provisions of the regulations made under the Act in relation to the rights of customers).
- b. where sharing of information with other authorised network operators or service providers is necessary to detect, prevent or investigate fraud,

C23. The concessionaire shall file with the Authority for approval, such approval not to be unreasonably withheld, annually and within fourteen days of any material change the forms of its agreements with users for the provision of the Public Telecommunications Services. The Authority shall, within twenty-eight (28) days of receipt of such agreements respond to the concessionaire indicating its approval, or such reasonable changes as the Authority may consider appropriate. The concessionaire shall, within fourteen (14) days of such response make such changes and resubmit the amended agreements to the Authority for approval in accordance with this condition. Within fourteen (14) days of approval by the Authority the concessionaire shall publish such agreements in the manner referred to in Condition C4. In the event that the Authority does not respond to the concessionaire within the prescribed period, the forms shall be deemed to have been approved by the Authority on the day immediately following the expiry of the prescribed period.

C24. Without prejudice to any consumer rights regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall;

- a. provide support and protection for consumers regarding, and mitigation against, malicious communications provided on its service;
- b. cooperate as required with any consumer complaints committee established by the Authority in accordance with section 18(1)(q) of the Act; and
- c. keep its records of consumer complaints for a period of no less than four (4) years.

Customer Charter

C25. The concessionaire shall prepare and provide to its employees a customer charter which at a minimum conforms to all relevant regulations made under the Act, and decisions made in any dispute resolution process under the Act in relation to its subject matter.

C26. The customer charter shall be published in the manner referred to in Condition C4.

Service Interruptions

- C27. The concessionaire shall take all reasonable precautions to ensure that interruptions to the Public Telecommunications Services are avoided or kept at a minimum.
- C28. The concessionaire shall take reasonable steps, including any specific steps identified in any direction from the Authority, to provide advance notice of any service interruptions resulting from planned network outages to its customers, the Authority and any other concessionaires, network operators or service providers affected by the service interruption. For all other service interruptions, the concessionaire shall take such reasonable steps to inform customers, the Authority and other concessionaires, network operators or service providers affected by the service interruption of the nature of the service interruption, including its best information regarding the restoration of service.

Directory and Operator Services

- C29. The concessionaire shall provide, or provide access to, directory enquiry services for telephone services based on an integrated customer database.
- C30. The concessionaire shall, if directed to do so by the Authority, provide free of charge printed annual (or at such other reasonable interval agreed with the Authority) integrated directories to all subscribers of telephone services.
- C31. The concessionaire shall exchange all relevant customer data with other concessionaires, free-of-charge for the purpose of providing integrated directories and integrated directory enquiry services.
- C32. The concessionaire shall provide, or provide access to, operator assistance services in accordance with any applicable regulations or lawful directions of the Authority, and with any charges for operator services to be subject to the other tariff provisions of this Section C.
- C33. Without prejudice to the regulations to be developed by the Authority, and until such regulations are promulgated, where applicable, the concessionaire in respect of operator services shall:
 - a. provide at a minimum customer care and assistance services which shall include fault clearance assistance for eighteen (18) hours a day;
 - b. ensure that prospective subscribers, upon request, are informed in general terms whether there are alternative suppliers of the service in the market in question; and
 - c. ensure that the number of calls to the system that are incomplete due to lack of availability is kept to a minimum and in any event is less than one per cent (1%).

Resale of Services

C34. The concessionaire shall permit resale of its Public Telecommunications Services. The terms and conditions of such resale shall be negotiated between the concessionaire and the purchaser, but the concessionaire shall not impose unreasonable or discriminatory conditions or limitations on such resale.

Interconnection

C35. The concessionaire shall provide in a prompt and efficient manner:

- a. direct interconnection with the public telecommunications networks or the public telecommunications services of any other concessionaire;
- b. indirect interconnection with such networks or services referred to in a. above, through the public telecommunications networks or public telecommunications services of other concessionaires; and
- c. the transmission and routing of the services of other concessionaires, at any technically feasible point in the concessionaire's network.

Section D — Broadcasting Service Conditions

Applicability of this Section

- D1. Save as otherwise provided in this Concession, Section D shall apply only to the concessionaire if this Concession authorises the provision of a broadcasting service or services, which service or services, if any, are specified in Schedule C.
- D2. A concessionaire that provides broadcasting services using any public telecommunications network and/or radiotransmitting equipment shall also be subject to and comply with the conditions set out in Section B of this Concession.

Authorised Services

- D3. The concessionaire shall be entitled to provide the Broadcasting Services identified in Schedule C, in accordance with the conditions contained in this Concession. The programming transmitted by the Broadcasting Services may include information, entertainment, advertisements, announcements or any other material as the concessionaire may determine in compliance with this Concession.
- D4. The concessionaire shall also be entitled to broadcast programming content acquired from third parties.

News and Information Services

- D5. The concessionaire shall, if reasonably directed to do so by the Authority, either on its own account or in cooperation with other concessionaires or news agencies, provide in such manner and with such frequency as the Authority may direct a news and information service which shall be equipped for the collection and dissemination of national, regional and international news.
- D6. Where the concessionaire is authorised to provide television broadcasting services, the concessionaire shall provide one television news programme per calendar day which is accessible to the hearing impaired to the reasonable satisfaction of the Authority. In addition, the information contained in any news bulletins broadcast by the concessionaire shall be made available to the hearing impaired as soon as practicable after the live bulletin.

Advertising and Announcements

- D7. The concessionaire shall be entitled to charge and receive payment for any transmitted programmes, information or other material as well as for any advertisement, announcement or subscription broadcast.

Content and Compliance with Broadcasting Code

- D8. The concessionaire shall at all times in the provision of the Broadcasting Services comply with the provisions of the Broadcasting Code promulgated in accordance with the Act.
- D9. Without prejudice to Condition D8, and until such time as a Broadcasting Code is promulgated in accordance with the Act, the concessionaire shall not:
- (a) transmit any programme, information or other material which degrades or portrays in a negative manner or discriminates against or encourages discrimination against any person or group by reason of race, origin, class, religion or sex;
 - (b) transmit any programme, information or other material which is hostile to any country; or,
 - (c) broadcast programme, information or other material which endangers the security of the Republic of Trinidad and Tobago, violates any law, is of a defamatory nature, is subversive to peace or public order or is otherwise contrary to the laws of Trinidad and Tobago.
- D10. A provider of subscription television broadcasting services who operates a public domestic fixed telecommunications network that is used for the provision of this broadcasting service shall ensure that all national and major territorial free to air television broadcasting channels are carried on its network.

Hours of Operation

- D11. Except as otherwise permitted or directed by the Authority, the concessionaire shall broadcast daily for a period of not less than eight hours. However, the concessionaire shall not be obliged to provide continuous service. During any period while the concessionaire is not providing broadcasting service it shall ensure that it broadcasts a constant video and audio signal.
- D12. Any material alteration to the concessionaire's regular broadcast period shall be communicated to the Authority, in writing, and shall be published by the concessionaire in at least one daily newspaper in circulation throughout Trinidad and Tobago.

Intellectual Property Rights

- D13. The concessionaire shall not broadcast any programmes, information or other material without first obtaining all required permissions from the relevant owners of any intellectual property in such programmes, information and other material, and shall not otherwise infringe the intellectual property rights of any person.

Quality of Service

- D14. The concessionaire shall provide the Broadcasting Services in accordance with any regulations and directions made by the Authority in relation to the quality of broadcasting services from time to time.

Consumer Rights

- D15. Without prejudice to any regulations pertaining to consumer rights to be developed by the Authority, and until such regulations are promulgated, the concessionaire who provides a subscription broadcasting service shall:
- a. not discriminate among similarly situated consumers, and shall comply with any regulations and directions lawfully made by the Authority in relation to the rights of consumers;
 - b. inform its customers in general terms whether there are alternative competitive providers of that service in the market; and,
 - c. not engage in retention and enrolment strategies and practices which constitute harassment of the consumer.
- D16. Without prejudice to any regulations pertaining to consumer rights to be developed by the Authority, and until such regulations are promulgated, in relation to any marketing or promotional activity carried out by the concessionaire, the concessionaire who provides a subscription broadcasting service shall ensure that it or any agency acting on its behalf is not overly disruptive to the consumer and in particular the concessionaire shall:
- a) ensure that automatic recorded voice mechanisms are not utilized to call any consumer without the prior consent of the consumer;
 - b) ensure that once a subscriber has informed it or the agency that he/ she does not want to be contacted this request shall be complied with for a period of not less than six (6) months;
 - c) ensure that it or the agency sends caller ID information when calling, so that consumers whose terminal equipment are so equipped may establish the identity of the caller; and
 - d) ensure that it or the agency does not send unsolicited advertisements or other marketing and promotional messages to the consumer unless it has received the consumer's express prior approval for such messages.
- D17. Without prejudice to any other conditions in this concession, or consumer rights regulations to be developed by the Authority, the concessionaire who provides a

subscription broadcasting service shall comply with the following conditions in respect of all contracts with users:

- a. In respect of contracts entered into after the Effective Date, where a user contract contains a minimum term which exceeds twelve (12) months, the user shall be provided expressly with the option to obtain the same services and equipment under a contract without any minimum term. The user shall also be given the option to obtain the same services and equipment under contracts with shorter minimum terms, and the increment between the minimum terms of the options offered shall not exceed twelve (12) months. The price of services and equipment and other conditions of such shorter contracts shall be fair, reasonable and proportionate to the longest available duration, having regard to the discount offered in the longest available duration, and the value of the services and equipment provided under or in connection with, the contract.
- b. Where a user contract contains a minimum term, any penalty for early termination of the contract shall be in respect only of any subsidy provided by the concessionaire to the user under or in connection with the contract, and shall be pro-rated over the term of the contract.

D18. Where terminal equipment, which has been locked or otherwise restricted so as to access only the concessionaire's network or service, is supplied to a user, the concessionaire shall, upon termination of the relevant user contract in accordance with Condition D17, and free of charge, remove such lock or restriction. The concessionaire shall not supply (whether directly or indirectly through agents or other retail suppliers) terminal equipment which has been so locked or restricted to any user who has not entered into a service contract with the concessionaire in respect of such equipment.

D19. Where the concessionaire provides a subscription broadcasting service, it shall file with the Authority for approval, such approval not to be unreasonably withheld, annually and within fourteen days of any material change the form(s) of its agreements with users for the provision of the subscription broadcasting service. The Authority shall, within twenty-eight (28) days of receipt of such agreements respond to the concessionaire indicating its approval, or such reasonable changes as the Authority may consider appropriate. The concessionaire shall, within fourteen (14) days of such response make such changes and resubmit the amended agreements to the Authority for approval in accordance with this condition. Within fourteen (14) days of approval by the Authority the concessionaire shall publish such agreements in the manner referred to in Condition A54. In the event that the Authority does not respond to the concessionaire within the prescribed period, the forms shall be deemed to have been approved by the Authority on the day immediately following the expiry of the prescribed period.

- D20. Without prejudice to any consumer rights regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire who provides a subscription broadcasting service shall archive its records of consumer complaints for a period of no less than four (4) years.
- D21. The concessionaire who provides a subscription broadcasting service shall provide, or provide access to, customer care services in accordance with any applicable regulations or lawful directions of the Authority, with any charges for customer care services to be subject to the other tariff provisions of this Section D.
- D22. The concessionaire who provides a subscription broadcasting service, in respect of customer care services, shall:
- a. Provide, at a minimum, customer care and assistance services which shall include fault clearance assistance;
 - b. ensure that prospective subscribers, upon request, are informed in general terms whether there are alternative suppliers of the service in the market in question; and,
 - c. ensure that the number of calls to the system that are incomplete due to lack of availability is kept to a minimum and in any event is less than one per cent (1%).

Tariffs

- D23. The concessionaire who provides a subscription broadcasting service shall publish in the manner referred to in Condition A54 and make available at all times its tariffs for the provision of all of its services provided in relation to the Authorisations contained in this Concession.
- D24. The publication of such tariffs shall include the terms and conditions, details of fault repair provisions, and other technical and commercial conditions of the services. Where directed by the Authority, the concessionaire shall file copies of its tariffs, and related terms and conditions, with the Authority.

Revision of tariffs

- D25. Save as provided in any regulations or directions made by the Authority under section 29 of the Act, the concessionaire who provides subscription broadcasting services may revise its tariffs by publication in the manner referred to in Condition A54.
- D26. In relation to any revision of tariffs under Condition D25 the concessionaire shall give to the Authority no less than thirty (30) days prior notice in writing containing details of the proposed revision.

- D27. In relation to new customers, revised tariffs shall take effect upon publication. In relation to existing customers, revised tariffs (to the extent of any increase) shall only take effect upon the giving of notice by the concessionaire to the customer in accordance with the terms and conditions published for such tariffs, the period of which notice shall not be less than thirty (30) days.

Billing

- D28. The concessionaire who provides subscription broadcasting services shall keep for a period of at least one (1) year, records from any metering or billing equipment, and related customer data, and shall provide to the Authority, in such form as the Authority may reasonably specify, copies of such records. The foregoing shall not apply to accounting records, including copies of all customer bills issued by the concessionaire, which shall be kept for a period of at least four (4) years.
- D29. Without prejudice to any regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall use its best endeavours to ensure that:
- a. all information, including but not limited to charges on a user's bill is clearly identified in language and terms which as far as practicable the user can understand;
 - b. the information is correct, and if queried, shall ensure that the resolution is quick and clear; and,
 - c. incorrect billing is not a frequent or widespread incident. In this regard no more than 0.02% of bills issued should be disputed, without resolution, in a billing cycle. For the avoidance of doubt the concessionaire shall be entitled to recover from the user all charges that are not in dispute.

Use by Government

- D30. The concessionaire shall, on a free-of-charge basis up to a limit of fourteen (14) hours per calendar week, and thereafter at an agreed rate not to exceed eighty-seven and one-half percent (87.5%) of the concessionaire's regular commercial rate for similar broadcast transmissions, transmit any programme, announcement, information or other material which the Government may require to be transmitted as a matter of public interest, during the concessionaire's ordinary business hours, or at any hour to be selected by agreement with the Government. Such material shall, up to a limit of one hour per day, be transmitted without accompanying advertisement.
- D31. Pursuant to condition D30, the Government may reasonably declare any matter or event to be of public interest and require the concessionaire to broadcast such matter or event, but the Government shall, in deciding the actual time of transmission and length of broadcast, consult with the concessionaire with a

view to causing the least possible disruption to the normal commercial operations of the concessionaire.

- D32. The transmission time allocated to the Government may be varied on the giving of twenty-four (24) hours notice to the concessionaire, except that, in the case of an emergency, such notice period shall be waived.

Maintenance of Records

- D32. The concessionaire shall maintain, for a period of at least two (2) months, a record in the form of a log of the programmes, information or other material transmitted each day identifying the programmes or other material broadcast and the time of its transmission. Such record shall be available during regular business hours for inspection by the Authority or any person or entity authorised by the Authority for such purpose, and a copy of such record shall be provided to the Authority on request in writing.
- D33. The concessionaire shall maintain a recording of all programming, including any news, announcements, advertisements, information or other broadcast material, for at least twenty-eight (28) days following the broadcast of such programming. The concessionaire shall provide copies of the recorded material to the Authority forthwith upon the receipt of a written request from the Authority to do so. Such copies shall be provided in the format requested by the Authority, or the concessionaire shall make available at the offices of the Authority such equipment as may be required by the Authority to review the recorded material for such period as the Authority may reasonably require.

Customer Charter

- D34. The concessionaire that provides a subscription broadcasting service shall prepare and provide to its employees a customer charter which at a minimum conforms to all relevant regulations made under the Act, and decisions made in any dispute resolution process under the Act in relation to its subject matter.
- D35. The customer charter shall be published in the manner referred to in Condition A54.

Service Interruptions

- D36. The concessionaire that provides a subscription broadcasting service shall take all reasonable precautions to ensure that interruptions to such service are avoided or kept at a minimum.
- D37. The concessionaire shall take reasonable steps, including any specific steps identified in any direction from the Authority, to provide advance notice of any service interruptions resulting from planned network outages to its customers, the Authority and any other concessionaires, network operators or service providers affected by the service interruption. For all other service interruptions, the concessionaire shall take such reasonable steps to inform customers, the

Authority and other concessionaires, network operators or service providers affected by the service interruption of the nature of the service interruption, including its best information regarding the restoration of service.

Schedule A

Public Telecommunications Networks

	DESCRIPTION	TERRITORY	TYPE	DATE OF GRANT	TERM	REFERENCE
1.						

Notes to this Schedule:

- The Description, Territory and Type of the public telecommunications networks, public telecommunications services and broadcasting services authorised in this Concession are particularised in the “Authorisation Framework for the Telecommunications and Broadcasting Sectors in the Republic of Trinidad and Tobago” published by the Authority.

Schedule B

Public Telecommunications Services

	DESCRIPTION	TERRITORY	TYPE	DATE OF GRANT	TERM	REFERENCE
1.						

Notes to this Schedule:

- The Description, Territory and Type of the public telecommunications networks, public telecommunications services and broadcasting services authorised in this Concession are particularised in the “Authorisation Framework for the Telecommunications and Broadcasting Sectors in the Republic of Trinidad and Tobago” published by the Authority.

Schedule C

Broadcasting Services

	DESCRIPTION	TERRITORY	TYPE	DATE OF GRANT	TERM	REFERENCE
1.						

Notes to this Schedule:

- The Description, Territory and Type of the public telecommunications networks, public telecommunications services and broadcasting services authorised in this Concession are particularised in the “Authorisation Framework for the Telecommunications and Broadcasting Sectors in the Republic of Trinidad and Tobago” published by the Authority.

Schedule D

Specific Conditions

- 1.
2. Conditions applicable to the achievement and certification of Basic Network and Service Rollout Commitments:
 - a. A populated area is any part of Trinidad and Tobago where the population of Trinidad and Tobago live and habitually traverse.
 - b. Coverage of Trinidad and Tobago requires that the concessionaire achieve the percentage required in each of the islands of Trinidad and Tobago.
 - c. The concessionaire will be required by the Authority to prove its achievement of a milestone to the reasonable satisfaction of the Authority.
 - d. In respect of each milestone, the concessionaire may apply for certification of its completion of such milestone. The application shall be made in writing to the Authority and must provide adequate proof of completion. The concessionaire shall provide such further proof of completion as the Authority may reasonably require. The Authority shall determine the application and shall notify the concessionaire of the result within fourteen (14) days of receipt of the application for the first milestone, and twenty-eight (28) days of its receipt of the application in respect of all other milestones, or within fourteen (14) days of the receipt of any further information requested, whichever is the later.

Schedule E

Trinidad and Tobago Telecommunications country identifiers

NOT APPLICABLE

Schedule F
(Conditions A44 and A45)

Quality of Service Requirements for Trinidad and Tobago

Service (performance-related)

Index	Indicator	Definition	Standard
General			
G.1	Service Activation Time	The time period between the approval of a consumer's application for service and when the service is actually activated. The installation of the service shall be completed within this time period.	Fixed Telecoms/ Subscription broadcast \leq 10 working days Mobile Telecoms \leq 2 working days
G.2	Service Re-activation Time	The time period between the confirmation of payment of arrears and when service is actually re-activated. Service re-activation occurs when a consumer has been validly disconnected from a service, possibly due to accumulation of arrears.	\leq 24 hours or the next working day
G.3	Consumer Query Response Time	The time period elapsed between the start of a consumer's query request and the acknowledgement of that query request by the service provider. Consumer queries can be made via consumer assistance phone numbers, an email to a customer service email address, or at a customer service center of the service provider. This ensures that consumer	85% of occurrences per quarter (with quarter days being 1 January, 1 April, 1 July and 1 September) shall be within the following timeframe: Consumer Assistance Support

Index	Indicator	Definition	Standard
		queries relating to billing, malfunctioning connection, quality of service and other issues are dealt with promptly and satisfactorily. The service provider will be required to include a commitment as to the time within which the investigation will be completed in their response to the consumer.	Services: ≤ 40 seconds Customer Service email contact: ≤ 24 hours or the next working day Customer Service Center: ≤ 1 hour
G.4	Billing Accuracy	The ratio, expressed as a percentage, between the number of accurate billing invoices prepared to the total number of billing invoices prepared for any given billing cycle. A bill shall not be inaccurate if the discrepancy arises out of the correction of an earlier billing discrepancy.	≥ 99%
G.5	Consumer Complaint Resolutions	The total number of consumer complaints resolved by a service provider for a service offered and the total number of complaints logged for that service. A complaint has been resolved for the purposes of this indicator if the concessionaire has addressed the complaint to the satisfaction of the consumer or the reasonable satisfaction of the Authority.	≥ 90% per year-quarter
Public Telecommunications Access Services			
F.1	Public Payphone Availability	The percentage of public payphones operational on a daily basis. This standard aims at ensuring optimal access to a basic telecommunication service for individuals or communities who may not be able to afford or do not have access to their own public telecommunications service.	≥ 85%

Index	Indicator	Definition	Standard
	All other Indicators as listed under ‘General’.		
Public Data (Internet) Telecommunication Services			
D.1	Average Bandwidth to Consumer	The Average download speed, in kilobits per second (kbps), for both dial-up and broadband services.	Dial-up access: ≥ 28.8 kbps Broadband access: ≥ 128 kbps or $\geq 50\%$ of advertised throughput
D.2	Service Accessibility	The time elapsed between initiating a dial-up connection to actually accessing the connection.	60 seconds
Subscription Broadcasting Services			
B.1	Frequency response	The amplitude response as a function of frequency at every subscriber terminal, over the entire frequency range of each channel.	± 2 dB
B.2	Video signal to noise ratio	The ratio of visual signal voltage to system noise voltage.	43dB
B.3	Subscriber terminal isolation	The terminal isolation provided to each subscriber terminal.	≥ 18 dB

Index	Indicator	Definition	Standard
B.5	Carrier to interference ratio	The carrier to interference ratio within a wanted television channel at any subscriber terminal as a result of any unwanted signal generated within the system.	$\geq 57\text{dB}$
B.6	Hum modulation of carriers	The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or transients) generated within the system, or by inadequate low frequency response.	$< 3\%$ of visual signal
B.7	Chrominance/luminance delay and gain inequalities	The change in delay time of the chrominance component of the signal relative to the luminance component.	$< 170\text{ ns}$
B.8	Differential gain and phase	The differential gain for the colour subcarrier of any television signal (the difference in amplitude between the largest and smallest segments of the chrominance signal). The differential phase for the colour subcarrier of any television signal (the largest phase difference in degrees between each segment of the chrominance signal and reference segment).	$\pm 20\%$ $\pm 10^\circ$
B.9	Aural centre frequency offset	Difference between visual carrier frequency and aural centre frequency at the head end and at the subscriber terminal.	$4.5\text{MHz} \pm 5\text{ kHz}$
	All other Indicators as listed under ‘General’		

Technical (network-related)

Index	Indicator	Definition	Standard
Element 1: Wholesale and Interconnection services			
1.1	Interconnection Installation Appointments Satisfied	The total number of installation appointments booked and the number met, with percentage of those met relative to the total booked for concessionaires.	≥ 90%
1.2	Interconnection Installation Appointments Not Satisfied within 15 business days after Appointment	The total number of installation appointments not satisfied within 15 business days after appointment date.	≤ 5%
1.3	On-Time Activation of Alternate Indirect Access Carriers	Alternate Indirect Access Carrier (IAC) activation, also known as Carrier Pre Selection activation, is the provisioning process whereby the public telecommunications service providers switch a subscriber's long distance or international service over to a requested competitor. The service-provisioning interval should be three (3) business days for routine IAC activation. This benchmark shall not apply until such time as the Authority has directed the implementation of Carrier Preselection or equal access.	≥ 95% within 3 business days
1.4	Average Time of Activation of Alternate Indirect Access Carriers	This is the average of the times taken to activate an IAC for a subscriber upon receipt of the request for activation. This benchmark shall not apply until such time as the Authority has directed the implementation of Carrier Preselection or equal access.	2 business days

1.5	Unbundled Loop Order Service Intervals Satisfied	The percentage of time that the due dates for the provisioning of unbundled local loop orders are met. This benchmark shall not apply until such time as the Authority has directed the implementation of Local Loop Unbundling.	$\geq 90\%$	
1.6	Unbundled Loop Order Service Intervals Not Satisfied within 15 business days	The percentage of instances where the due dates for the provisioning of unbundled local loop orders are not satisfied within 15 business days. This benchmark shall not apply until such time as the Authority has directed the implementation of Local Loop Unbundling.	$\leq 5\%$	
1.7	Interconnection Trunk Order Service Interval Satisfied	The percentage of time that the agreed upon due date for the turn-up of interconnection trunks are met.	$\geq 90\%$	
1.8	Interconnection Trunk Order Service Intervals Not Satisfied within 15 business days after Interval	The percentage of time that the agreed upon due date for the turn-up of interconnection trunks are not satisfied 15 business days after the agreed upon due date.	$\leq 5\%$	

Index	Indicator	Definition	Standard
Element 2: Wholesale and Interconnection repair services			
2.1	Interconnection Repair Appointments Satisfied	The total of number of repair appointments booked and the number met, with percentages of those met relative to the total booked for concessionaires requiring Interconnection.	$\geq 90\%$
2.2	Average Interconnection Time to Repair	The Mean Time To Repair (MTTR) taken by a concessionaire to restore service at a point of interconnection after receipt of a fault report from an interconnecting concessionaire.	2 hours cumulative per quarter
2.3	Interconnection Out-of-Service Reports Not Cleared within 2 Hours	The total of initial out-of-service reports and those not cleared within 2 hours. Percentages of those not cleared relative to this total for the quarter.	$\leq 5\%$

Index	Indicator	Definition	Standard
Element 3: Network Services			
3.1	Grade Of service (GOS)	The ratio of lost calls to total call attempts offered to a group of junctions. The smaller the value of GOS the better the service. A value of 0.002 means that two calls in one thousand calls may be lost.	Fixed GOS: 0.005 Mobile GOS: 0.04

3.2	Call Failure Ratio	The ratio of unsuccessful call attempts caused by network congestion or failure to the total number of call attempts in a specified time period. Excludes unsuccessful calls due to called line busy, no answer or subscriber behavior. Calls will be considered successful once call session establishment to the called party is completed i.e. through the transmission of the ring back tone to the caller. Premature end user termination before ring back should not be considered a call attempt.	Fixed Access: 0.5% Mobile access: 3.5%
3.3	Call setup time	The period between the time the address information required for setting up a call is received by the network and the called party ringing or busy tone or answer signal is received by the called party.	5 seconds
3.4	Service Access Delay	The cumulative time elapsed between initiating a call to receiving a ring-back tone, and signaling a release to the network and achieving such.	≤ 10 seconds
3.5	Call Drop Rate	The percentage of calls being unintentionally disconnected prematurely.	Fixed access: ≤ 1.5 % Mobile access: ≤ 4 %
3.6	Dial Tone Delay	The percentage of attempted calls during busy hour periods experiencing dial tone delay of three seconds or less.	≥ 98%

Index	Indicator	Definition	Standard
Element 4: Speech Quality			
4.1	Speech Transmission Quality	A subjective quantitative measure, referred to as the Mean Opinion Score (MOS), of the quality of speech for the duration of a voice connection. Applicable for all public telecommunications service providers.	≥ 4 R-Factor equivalence 80 (where ITU-T G.107 default value = 94)

Index	Indicator	Definition	Standard
Element 5: Internet Access Services			
5.1	Internet Access Local Network Availability	The uptime of the Internet access network and the domestic Internet gateway as a percentage of total service time	$\geq 95\%$
5.2	Internet Access Local Network Latency	The average round trip time (RTT) for an Internet Control Message Protocol (ICMP) discovery packet to be conveyed from the broadband user and the service provider's Internet Exchange or Gateway.	$\leq 100\text{ms}$
5.3	Wholesale Internet Connection Uptime	The percentage of time the connection to a competing Internet Service Provider is in service.	$\geq 99.9\%$

Concessionaire category	Applicable Technical QoS Indicators
Fixed Network Operator/Service Provider:	<ul style="list-style-type: none"> • All indicators of Element 1 • All indicators of Element 2 • All indicators of Element 3, • All indicators of Element 4
Mobile Network Operator/Service Provider	<ul style="list-style-type: none"> • All indicators of Element 1 except Indicators 1.5 and 1.6 • All indicators of Element 2 • All indicators of Element 3 • All indicators of Element 4
International Network Operator	<ul style="list-style-type: none"> • All indicators of Element 1 except Indicators 1.5 and 1.6 • All indicators of Element 2 • All indicators of Element 3 with the exception of 3.6 • All indicators of Element 4

Schedule G

(Condition B16)

Public Health and safety Criteria for radiocommunication devices Trinidad and Tobago

1. The following benchmarks are applicable to all radiotransmitter arrays operated for the provision of public telecommunications networks or in the provision of public telecommunications services and/ or broadcast services.

Service	Evaluation Required if:
Experimental Radio Services	Power > 100W ERP (164W EIRP)
Multipoint Distribution Services	<u>Non-rooftop antennae</u> : height above ground level to radiation centre < 10m AND power > 1640 W EIRP <u>Rooftop Antennae</u> : power > 1640 W EIRP
Paging and Radio telecommunications Services (including Cellular – 800MHz)	<u>Non Rooftop Antennae</u> : height above ground level to radiation centre < 10m AND total power of all channels > 1000W ERP (1640W EIRP) <u>Rooftop Antennae</u> : Total power of all channels > 1000W ERP (1640W EIRP)
Personal Communications Services (1900 MHz band and above)	(1) Narrowband: <u>Non rooftop antennae</u> : height above ground level to radiation centre < 10m AND total power of all channels > 1000W ERP (1640W EIRP) <u>Rooftop Antennae</u> : Total power of all channels > 1000W ERP (1640 W EIRP) (2) Broadband: <u>Non rooftop antennae</u> : height above ground level to radiation centre < 10m AND total power of all channels > 2000W ERP (3280W EIRP) <u>Rooftop Antennae</u> : Total power of all channels > 2000W ERP (3280 W EIRP)
Satellite Communications	All included
Radio Broadcast Services	All included

Transmitters, Facilities and Operations subject to routine environmental evaluation before Authority approval

2. The following health and safety requirements are to be upheld by all concessionaires in the operation of authorised radiotransmitting equipment associated with their operations.

Maximum Permissible Exposure (MPE) Limits

(A) Limits for Occupational/ Controlled Exposure

Frequency Range (MHz)	Electric Field Strength (V/m)	Magnetic Field Strength (A/m)	Power Density (mW/cm ²)	Averaging Time (minutes)
0.3 – 3.0	614	1.63	(100)*	6
3.0 – 30	1842/f	4.89/f	(900/f ²)*	6
30 – 300	61.4	0.163	1.0	6
300 – 1500	----	----	f/300	6
1500 – 100,000	----	----	5	6

f = frequency in MHz

* = Plane Wave Equivalent Power Density

(B) Limits for General Population/ Uncontrolled Exposure

Frequency Range (MHz)	Electric Field Strength (V/m)	Magnetic Field Strength (A/m)	Power Density (mW/cm ²)	Averaging Time (minutes)
0.3 – 1.34	614	1.63	(100)*	30
1.34 – 30	824/f	2.19/f	(180/f ²)*	30
30 – 300	27.5	0.073	0.02	30
300 – 1500	----	----	f/1500	30
1500 – 100,000	----	----	1.0	30

f = frequency in MHz

* = Plane Wave Equivalent Power Density