Decisions on Recommendations (DoRs) from the single round Public Consultation on the Proposed Revision of the Standard Concession for the Operation of a Public Telecommunications Network and/or the Provision of Public Telecommunications Service and/or Broadcasting Service

The Telecommunications Authority of Trinidad and Tobago ("the Authority") conducted targeted consultations with key stakeholders following which the Authority conducted a single round public consultation on the proposed revision of the Standard Concession for the operation of a public telecommunications network and/or the provision of public telecommunications service and/or broadcasting service. The targeted consultations with key stakeholders took place from 14th November 2025 to 6th January 2026 and a public consultation was conducted from 7th January 2026 to 21st January 2026.

Following the close of the public consultation, the Authority received further substantive comments from Telecommunications Services of Trinidad and Tobago Limited ("TSTT"), Columbus Communications Trinidad Limited ("CCTL"), and Digicel (Trinidad and Tobago) Limited ("Digicel"). Having regard to the substance and potential value of those submissions in refining the proposed revisions, the Authority undertook additional targeted engagement with those stakeholders to further explore the issues raised and inform the finalisation of the revised Standard Concession.

This document summarises the comments and recommendations submitted by interested parties during the consultations and sets out the Authority's corresponding decisions in respect of the matters raised. The decisions made by the Authority have been incorporated into the approved version 3.0 of the Standard Concession.

The Authority wishes to express its appreciation to Airlink Communications Limited ("Airlink"), Amplia Communications Limited ("Amplia"), the Toco Multicultural Foundation for Integrated Development ("Radio Toco"), Trinidad and Tobago Bureau of Standards ("TTBS") , Trinidad and Tobago Publishers and Broadcasters Association ("TTPBA"), and members of the public who participated in the consultation process and in particular TSTT, FLOW and Digicel for engagement and substantive post public-consultation submissions, which assisted the Authority in finalising the document.

No.	Condition/ Schedule	Stakeholder	Stakeholder Comments	Stakeholder Recommendations	Authority's Decision
1.	General Comments	Airlink	On behalf of the executive leadership team at Air Link Communication, I am writing to formally express our unreserved support for the Authority's recent amendment to the Concession for the operation of a Public Telecommunications Network, specifically regarding the integration of the "Guidelines for Cybersecurity of Public Telecommunications Networks and Broadcasting Facilities." As an operator deeply invested in the digital infrastructure of Trinidad and Tobago—and notably as the host of a TIA-942 Rated 3 Data Center—Air Link recognizes that the stability of our national network is no longer defined solely by physical connectivity, but by cyber resilience. We view this amendment not merely as a regulatory requirement, but as a critical maturity milestone for our entire sector. The Strategic Value to the Telecommunications Sector The integration of mandatory cybersecurity guidelines offers immediate and long-term benefits that align with the national "Vision 2030" digitalization goals: 1.Restoration of Consumer Trust: Following the high-profile security incidents that have affected major players in our local industry over the last 18–24 months, public confidence in digital privacy has been tested. A unified, Authority-mandated framework signals to the public that their data privacy is not optional, but a license condition. This standardization is the only way to rebuild and maintain the "Digital Trust" necessary for the adoption of e-government and fintech services. 2.National Critical Infrastructure Resilience: Telecommunications networks are the nervous system of the modern economy. By mandating Incident		The Authority notes and thanks Airlink for its support for the integration of cybersecurity requirements into the revised Standard Concession. The Authority agrees that cybersecurity and cyber resilience are integral to the stability and integrity of public telecommunications networks, particularly given the increasing frequency and impact of cyber incidents affecting critical digital infrastructure. The Authority further notes the stakeholder's view that a baseline, sector-wide framework promotes consumer trust, infrastructure resilience and alignment with international best practices. The Authority considers that the inclusion of cybersecurity-related obligations within the Standard Concession is consistent with the Authority's statutory mandate to promote the orderly and systematic development of the telecommunications and broadcasting sectors and to safeguard the public interest.

			Response Capabilities and Supply Chain Management protocols (as outlined in the Guidelines), TATT is ensuring that a breach in one provider does not cascade into a national blackout of services. We are only as strong as the weakest link in the peering exchange. 3.Global Competitiveness: As Trinidad and Tobago positions itself as a tech hub for the Caribbean, our regulatory environment must mirror international best practices (such as NIST or ISO 27001). These guidelines elevate the "T&T Brand," making our infrastructure more attractive to foreign investors who require assurance that their data traffic traverses a secure national grid. Salient Points • Cybersecurity is no longer an operational expense (OPEX) to be minimized, but a capital preservation strategy. The cost of a single ransomware attack—in ransom payments, legal fees, and brand destruction—far exceeds the cost of compliance. Furthermore, we encourage the industry to utilize the Cybersecurity Investment Tax Allowance (CITA), if still applicable, which the government had provided to offset exactly these costs. Compliance is an investment in business continuity. • Innovation cannot exist without a secure foundation. Unregulated speed often leads to fragile systems. By establishing a baseline for security (e.g., secure-by-design principles), TATT is actually enabling sustainable innovation. We can launch faster and more confidently knowing the underlying architecture is robust. • The data from TT-CSIRT regarding the 48% increase in cyber incidents between 2021 and 2023 proves that self-regulation has been		

			insufficient. In an interconnected ecosystem, security is a collective responsibility. A regulator-led framework ensures a level playing field where security is not sacrificed for short-term profit margins. Air Link's Commitment Air Link Communication is ready to lead by example. Our investment in our Carrier Neutral Data Center was driven by the very principles these guidelines seek to enforce: redundancy, physical security, and data integrity. We are prepared to collaborate with the Authority to: • Participate in any pilot programs for the new reporting mechanisms. • Share anonymized threat intelligence with the industry via TATT to bolster the collective defence. We commend TATT for taking this necessary step to secure our digital future.		
2.		Amplia	Cost Impact Given the scope and breadth of the revisions proposed, it is Amplia's expectation that significant expenditure would be required to implement and subsequently maintain the storage, monitoring, and reporting systems prescribed by the Authority. These requirements are likely to necessitate material investment in systems, processes, security controls, and ongoing operational capabilities. However, additional time and further detailed assessment would be required to adequately evaluate the full implications of the proposed obligations and to ascertain a reliable estimate of the actual cost impact.		The Authority remains mindful of the potential impact on concessionaires and will factor that into account in its application of the revised concession. Amplia is asked to note Condition A26 which is available to concessionaires, as may be applicable. Amplia is also asked to note that the revised concession is being rolled out for approved new concessions and for approved renewed concessions going forward and would not apply to concessionaires with subsisting concessions viz. the terms and conditions of the current concessions would apply up to its expiry.
3.		CCTL	The views expressed herein are not exhaustive. Failure to address any issue in this response does not in any way indicate acceptance, agreement or relinquishing of	CCTL strongly urges the Authority to solicit further feedback on these modifications through the	The Authority notes Columbus Communications Trinidad Limited's (CCTL) comments regarding the

			Columbus Communications Trinidad Limited's ("CCTL") rights. CCTL would like to thank the Telecommunications Authority of Trinidad and Tobago ("the Authority", "TATT") for addressing the changes to the Generic Concession Document via formal consultation, albeit an abridged and exceptional process inconsistent, in our considered view, with the Authority's Consultation Procedures anticipated for these widespread changes. CCTL notes with significant concern that the Authority circulated a red lined version of the Generic Concession Document only on 30 December 2025—this, according to the Authority, being a version informed by stakeholder feedback obtained through a targeted process that has neither been transparent nor subject to sector wide scrutiny. According to the website, the Authority initiated a single round of consultation opened on 7 January 2026 until 21 January 2026. To date, the Authority has provided no guidance, explanatory notes, impact assessments, or related documentation outlining the rationale, intended implementation timeline, or practical implications of the extensive changes proposed. Instead, the Authority relies on the non-causal assertion that concession renewal necessitates these revisions, coupled with a generalised reference to past policy, technical, and regulatory exercises said to underpin the modifications. Such references, in the absence of clear traceability and disclosure, fall short of the level of regulatory accountability reasonably expected in a process of this scale. As a matter of sound governance, Concessionaires expect transparency regarding the positions advanced by stakeholders in previous consultations, particularly where divergent views emerged; acknowledgment of	convening of a second consultative round, in addition to focused dialogue to thoroughly address cybercrime and cybersecurity conditions, and any other complex issues that are being newly proposed within the concessionary system to ensure that such conditions are effective and can stand the test of time.	consultation process and its request for a second round of consultation. The Authority confirms that the exercise included targeted stakeholder engagement, in which several stakeholders participated, including notably all major operators. The Authority further notes that CCTL's submissions were considered (along with submissions from other key stakeholders) and informed revisions made and reflected in Version 2.2 of the proposed Concession. Following the targeted engagement, the Authority conducted a single round of public consultation, and further targeted consultations with CCTL (and other key operators). The Authority maintains that the consultation process was adequate, not procedurally flawed and appropriate having regard to the scope of the revisions, the feedback already received, and the need to progress the matter in an orderly manner. Stakeholders were afforded every reasonable opportunity to comment and all views received were taken into account in finalising the revised Concession.

			the limited durability or applicability of earlier policy prescriptions; and specificity in respect of emerging policy domains that extend beyond the Authority's established technical competence. These expectations are neither novel nor unfounded—they flow directly from the Authority's own obligations under the Telecommunications Act and the Consultation Procedures it has expressly adopted. It should be made clear that CCTL does not dispute the Authority's statutory mandate to revise concession conditions. Nor should it be presumed that CCTL views changes in a negative light. Our concern lies in the way that authority is being exercised. A process characterised by opacity, compressed timelines, and inconsistent adherence to established procedures risks eroding the confidence Concessionaires must be able to place in the Authority's stewardship of the regulatory framework. It is this erosion of trust—and the broader implications for regulatory certainty—that CCTL urges the Authority to avoid through a more transparent, structured, and procedurally sound approach going forward. In the spirit of constructive engagement, and without prejudice to the procedural concerns previously articulated, CCTL has nonetheless prepared the following detailed comments on specific concession conditions. These comments are provided with the intention of assisting the Authority in developing a regulatory framework that is proportionate, transparent, and consistent with the principles of good administration. Our participation at this juncture must not be construed as acquiescence to the truncated consultation process currently employed; rather, it reflects CCTL's ongoing commitment to supporting the establishment of a coherent, predictable, and investment		

			enabling regulatory environment for the benefit of all stakeholders.		
4.		CCTL	Closing Comments CCTL appreciates the Authority's commitment to undertaking revisions to the Generic Concession Document through a transparent consultative process. In this context, CCTL respectfully reiterates the importance of maintaining the integrity and properness of the consultation framework, particularly where proposed obligations carry significant legal, operational, and policy implications. CCTL looks forward to a second consultative round, and remains ready to continue constructive engagement with the Authority on the matters outlined herein—most notably those relating to cybersecurity and cybercrime.		The Authority sincerely thanks CCTL for its participation in this consultation process and appreciates the insights given to the proposed amendments in the concerns raised, the questions asked and the recommended revisions to the clauses. The Authority has given due consideration to all and where appropriate made necessary adjustments. The Authority looks forward to continued collaboration and engagement with CCTL.
5.		Digicel	Digicel (Trinidad & Tobago) Limited ("Digicel") wishes to re-iterate that the views expressed herein are not exhaustive and looks forward to being presented with the opportunity to provide comprehensive feedback via a two round consultative process in accordance with the Authority's Procedures for Consultation document. Failure to address any issue in this response does not in any way indicate acceptance, agreement or relinquishment of Digicel's rights and Digicel continues to rely on its previous correspondence to the Authority on this subject matter.		The Authority notes Digicel (Trinidad & Tobago) Limited's comment regarding the consultation process and its expressed preference for a two-round consultation. The Authority confirms that the exercise included targeted stakeholder engagement, in which several stakeholders participated including notably all major operators. The Authority further notes that Digicel's submissions were considered and informed revisions reflected in Version 2.1 of the proposed Concession. Following the targeted engagement, the Authority conducted a single round of public consultation, and further targeted consultations with Digicel (and other key operators). The Authority maintains that the consultation process was adequate, not procedurally flawed and appropriate having regard to the scope of the

					revisions, the feedback already received, and the need to progress the matter in an orderly manner. Stakeholders were afforded a reasonable opportunity to comment and the views received were taken into account in finalising the revised Concession.
6.		Radio Toco	The Toco Multicultural Foundation for Integrated Development (Radio Toco) has received the Revision of the Standard Concession and after perusal of the document wish to inform that we accept the changes.		The Authority notes and thanks Radio Toco for its submission indicating acceptance of the proposed revisions to the Standard Concession.
7.		TSTT	1. Overview of the Telecommunications Sector in Trinidad and Tobago The telecommunications sector in Trinidad and Tobago is undergoing a structural transformation driven by technological substitution, shifting consumer behaviour, and intensifying competitive pressures. These changes mirror global industry trends and are consistent with patterns observed across the wider Caribbean region, where legacy voice services are in sustained decline and broadband connectivity has emerged as the primary driver of usage growth, public policy relevance, and digital development outcomes. From a regional perspective, it is well established that robust, ubiquitous, and affordable telecommunications infrastructure is a foundational enabler of digital transformation, economic diversification, and social inclusion. Without sustainable investment in telecommunications networks, broader digital and economic development objectives cannot be realised. In this context, Trinidad and Tobago's telecommunications sector must be assessed not only on its domestic market performance, but also against the Caribbean's collective ambition to achieve a Gigabit Society by 2030. 2. Structural Market Transition	The Telecommunications sector in Trinidad and Tobago is demonstrably in a state of structural maturity and economic fragility, characterised by sustained and irreversible decline in legacy voice revenues and intense competition with declining unit margins in broadband, now the sole growth segment of the market. In this context, the Proposed Revised Concession represents a material expansion and consolidation of regulatory, financial, operational, and security-related obligations, many of which impose significant fixed and unquantifiable ongoing costs irrespective of operator scale, revenue trajectory, or market segment. While the policy objectives underpinning these measures are acknowledged, the cumulative effect of their introduction, raises serious concerns as to proportionality, economic rationality, and consistency with the prevailing market realities, and risks undermining investment incentives,	The Authority notes the structural transformation underway in the telecommunications sector, both domestically and internationally, characterised by the sustained decline of legacy voice services and the increasing centrality of broadband and data connectivity. These trends evident in Trinidad and Tobago are consistent with regional and global market developments. In this context, the Authority considers it necessary that the regulatory framework continues to support effective competition while also promoting long-term investment in resilient, high-capacity networks. The Authority remains mindful of the need to balance public policy objectives relating to digital development, universal access, and innovation with the commercial realities faced by operators. The Authority appreciates the practical nature of the comments submitted by Telecommunications Services of Trinidad and Tobago (TSTT). Many of the issues raised were carefully considered and have been incorporated, where appropriate, into the revised Concession.

			The industry in Trinidad and Tobago has transitioned from a voice-centric model to a connectivity-centric model. Fixed and mobile voice services are now firmly in long-term decline, having been displaced by broadband-enabled over-the-top (OTT) communications platforms. 3. Fixed and Mobile Voice Services Switched voice services, fixed and mobile have experienced long-term contraction, with Fixed voice call volumes declining by approximately 87% between 2009 and 2024 and Mobile voice call volumes declined by approximately 32% over the same period. This shift accelerated once broadband penetration exceeded critical thresholds, rendering traditional voice services economically and strategically marginal. As a result, voice services should be considered legacy services in managed decline rather than engines of future gro. 4. International Voice Services International voice markets both incoming and outgoing have experienced severe and irreversible contraction, with International incoming call minutes declining by approximately 93% between 2009 and 2024 and International outgoing call volumes declining by a similar magnitude for the same period. This decline reflects a number of trends including substitution by OTT voice and collaboration platforms as well as reduced relevance of traditional settlement-rate models and competitive pressure from internet-based communications with no geographic pricing differentiation.	network resilience, and long-term service sustainability. As such the revisions warrant careful reconsideration, as set out below in detailed comments on the major areas of revision, so as to ensure that the exercise of regulatory powers remains aligned with the principles of reasonableness, necessity, and proportionality, and does not compromise the stability of a sector that is increasingly utility like in nature.	

			From a regulatory perspective, international voice can no longer be relied upon as a stable source of foreign exchange or sectoral profitability. 5. Broadband and Data Broadband and data services now represent the core growth segment of the market. Demand has been reinforced by remote work, digital government services, online education, video streaming, and cloud-based applications. However, this growth is occurring in an environment of high competitive intensity, aggressive pricing strategies, and sustained downward pressure on average revenue per user (ARPU), which constrains operator cash flows and investment capacity. 6. State of the Telecommunications Industry in the United States Despite its size and technological leadership, the US telecommunications market is experiencing persistent revenue pressure and strategic strain, similar in direction, though not magnitude to smaller markets. The U.S. case provides an empirical illustration that traffic growth, technological advancement, and investment scale do not automatically translate into sustainable financial performance. 7. Revenue Trends and Market Maturity U.S. telecom revenues have exhibited flat to declining trajectories over recent years when measured in real terms. This occurs despite sustained increases in network usage and data traffic. The data underscores a mature market condition where:-		

(i) Core telecommunications revenues are no longer expanding structurally
(ii) Incremental revenue gains are insufficient to offset cost inflation and capital intensity
(iii) Growth, where present, is uneven and heavily concentrated in broadband access rather than value-added services

This plateauing of revenues positions the U.S. market firmly within a late-stage industry lifecycle, where competition centers on cost efficiency and retention rather than expansion.

8. Financial Performance of Major U.S. Operators

Data on leading U.S. multi-modal operators (e.g., Verizon, AT&T), illustrate that:

(i) Five-year returns on invested capital have been weak
(ii) Significant investments in 5G, fiber, and media assets have not delivered commensurate shareholder returns
(iii) Strategic diversification beyond access (e.g., media, platforms) has been scaled back or unwound

There is difficulty in moving beyond access, even in a market with deep capital market and advanced technology ecosystems and still large addressable demand

9. Emerging Technologies: Opportunity with Uncertain Monetization

In addition, emerging technologies, 5G, edge computing, AI, cloud, IoT, are highly relevant but

			unevenly monetized in the U.S. market. Data suggests that deployment has outpaced proven revenue models and adoption rates vary significantly by sector. As such commercial outcomes depend on broader economic structure and demand characteristics Importantly, advanced deployment does not equate to guaranteed returns. 10. Regulatory and Policy Implications Several regulatory-relevant conclusions emerge in the USA (i) Scale is not a safeguard Even the largest markets face revenue stagnation and margin pressure. (ii) Technology leadership does not ensure financial sustainability Aggressive investment strategies have increased balance-sheet risk without resolving core revenue challenges. (iii) Telecommunications is increasingly utility-like Revenues grow slowly while costs and investment requirements remain high. (iv) Policy objectives and commercial outcomes may diverge Networks may deliver strong public value even as operator returns weaken. 11. Development and Policy Implications for Trinidad and Tobago The implications for Trinidad and Tobago are significant. While the market exhibits effective competition and has delivered widespread access to broadband services, competition alone does not		

			guarantee sustainable investment outcomes. Like larger markets such as the United States, the sector is increasingly utility-like in nature, delivering high public value and rising data consumption while experiencing flat or declining real revenues and persistent margin pressure. In this context, Trinidad and Tobago's telecommunications sector faces a dual policy challenge: (i) Supporting national and regional digital development objectives, including universal access to high-speed broadband and readiness for emerging technologies such as 5G, cloud services, and artificial intelligence; and (ii) Ensuring the long-term financial sustainability of network investment, in an environment where traditional revenue models are no longer aligned with traffic growth or capital intensity. These challenges align directly with the regional call for coordinated policy intervention, harmonised regulatory frameworks, and new models of infrastructure cost recovery articulated under the Caribbean Gigabit Society 2030 initiative. Addressing market imbalances, particularly those arising from the disconnect between global digital platforms and domestic network investment, will be central to safeguarding the future resilience of Trinidad and Tobago's telecommunications sector within an increasingly integrated Caribbean digital economy.		
8.		TTPBA	Overlapping Legislation Multiple sections of the proposed concession layer new duties (cybersecurity, data-protection, emergency telecoms, content, lawful intercept) that also appear in or are anticipated by other legislation:		The concession document was developed in 2005 and has remained completely unaltered since that time. Additionally, there have been significant developments in the telecommunications and broadcasting landscape whereby digital technology has brought about a convergence of

			- Data Protection Act, Cybersecurity/Cybercrime legislation, Universal Service - Regulations, Broadcasting Code, Emergency Management legislation Which obligations reside in the concession vs. in regulations vs. in other legislation? How are overlapping duties coordinated? (e.g. data-protection duties under both concession and Data Protection Act) Where conflicts arise, which instrument takes precedence? Can we suggest that the concession cross-reference other instruments rather than re-enacting obligations in full?		telecommunications, broadcasting and internet services that required the updating of our regulatory frameworks. Accordingly, the Authority thought it necessary to update concessionaires' obligations to ensure consistency with the prevailing cybersecurity, data protection, electronic transactions and copyright legislation. Their inclusion in the concession document is to ensure alignment with the current legal landscape and not meant to usurp. The question of precedence doesn't arise because there are no conflicting obligations on the part of service providers and network operators with respect to the concession conditions and the laws of Trinidad and Tobago. The Authority reminds that concessionaires are required to comply with the laws of Trinidad and Tobago as set out in clause A2 of the concession.
SECTION A					
9.	A3	TSTT	Determination is already a decision. Adding it separately does not expand the category in any meaningful legal sense. It is a canon of Construction to avoid redundancy. Courts apply the presumption that legislative and contractual drafting is not intended to be redundant A such" lawful decisions" already includes determinations, and "determinations" are not defined differently in the Act or the Concession then the separate reference to "determination" is redundant and imprecise.	Delete the word "determination". All other revisions in the Condition are acceptable	The Authority's inclusion of the word "determination" in A3 is to ensure consistency and clarity with specific provisions of the Telecommunications Act which refer to determinations being made by the Authority. Reference is made to sections 26(4), 29(8), 36(3) and 48(1)(2) of the Act. The word "determination" has accordingly been retained in the revised concession.

			The term “determination”, as used in the clause, does not add substantive legal content beyond that already captured by “lawful decisions” and is therefore legally redundant. To the extent it is intended to denote a distinct category of regulatory act, that distinction is unclear and insufficiently defined, giving rise to unnecessary ambiguity in the scope of the concessionaire’s compliance obligations.		
10.	A7	TSTT	Implied Amendment to Section 31 of the Telecommunications Act Section 31 of the Telecommunications Act provides as follows:- (1) Upon application by a concessionaire for the renewal of the first concession issued to him under this Act, the Minister shall, on the recommendation of the Authority, renew that concession unless— (a) the concessionaire failed to operate within the terms of the first concession; and (b) the concessionaire failed to comply materially with any of the provisions of this Act, Regulations made hereunder or the terms and conditions of the concession; or (c) the concessionaire failed to comply materially with any lawful direction of the Authority. (2) The period of renewal shall be as agreed between the concessionaire and the Minister acting upon the recommendation of the Authority. The proposed revision to Condition A7 of the Concession, insofar as it removes an operative and mandatory anchoring to section 31(1) of the Telecommunications Act, amounts in substance to an	Condition A7 should be deleted in its entirety	The Authority does not agree that A7 should be deleted in its entirety. The Authority acknowledges that section 31(1) of the Telecommunications Act governs the first renewal of a concession. However, the Authority considers that Condition A7 provides guidance regarding matters that may be taken into account when assessing renewal applications and is consistent with the statutory framework. The Authority has amended the condition by deleting the words "or any other concession" and the “first”. In addition, A8 has been amended to insert the words “S*uch recommendation may include any proposed amendment or modification either from the Authority or the concessionaire provided that the Authority or the concessionaire, notifies the other of such, no less than one (1) year prior to the end of the relevant Term*.”

			implied amendment of the Act, a matter that lies exclusively within the legislative competence of the Parliament of Trinidad and Tobago. Section 31(1) establishes a statutory renewal entitlement for a concessionaire's first concession, subject only to narrowly defined and exhaustively listed grounds for refusal. Any concession condition that purports to widen the scope of considerations beyond those statutory grounds, dilute their mandatory effect, or subordinate them to broader discretionary criteria applicable to new concessions, is inconsistent with the Act and therefore ultra vires. The Regulator cannot, through concession drafting, recalibrate or qualify a statutory protection that Parliament has deliberately enacted in mandatory terms. The deletion of the Section 31(1) Reference Constitutes an Implied Amendment. Section 31(1) is Exhaustive and Mandatory. It provides that the Minister *"shall… renew"* a first concession unless specific statutory failures are established. The grounds for refusal are exhaustively defined and framed as exceptions to a mandatory rule. This reflects a clear legislative intent to limit discretion at the first renewal stage. Condition A7 Introduces Non-Statutory Considerations. By requiring the Authority, in assessing renewal, to "have regard to the matters that would be considered in relation to an application for a new concession", Condition A7 imports a broader, discretionary evaluative framework that is wholly absent from section 31(1). New-concession criteria typically encompass policy preferences, market structure considerations, and forward-looking assessments that Parliament deliberately excluded from first-renewal decisions. Although Condition A7 purports to preserve section 31(1) by reference, the structure of the provision		

			subordinates the statutory test to a wider discretionary inquiry. In effect, section 31(1) becomes one consideration among many, rather than the controlling legal standard. This recharacterises a statutory entitlement as a discretionary balancing exercise, which Parliament did not authorise. As a settled principle of public law, a regulator cannot, whether expressly or by implication, amend or derogate from primary legislation through licence or concession conditions. Where a concession condition conflicts with the Act, the condition is legally ineffective. Any attempt to recalibrate the renewal regime prescribed by section 31 must be effected by legislative amendment, not regulatory drafting. In addition, breaches of one Concession should not be considered in renewing another. Section 31(1) refers expressly to compliance with *"the first concession issued"*. Parliament deliberately confined the renewal inquiry to the concession under renewal, not the concessionaire's broader portfolio. Expanding the inquiry to other concessions rewrites the statutory test. Each concession is a separate legal authorisation, with its own terms, conditions, service scope, and regulatory context. Breach of one concession gives rise to remedies under that concession and the Act, it does not, absent express statutory authority, contaminate the legal status of another. Taking breaches of one concession into account when renewing another effectively imposes collateral consequences beyond those prescribed by law. This risks penalising the same conduct twice and undermines principles of proportionality and legal certainty. Allowing cross-concession compliance history to influence renewal decisions enables the Authority to circumvent the closed list of refusal grounds in section		

			31(1). This would permit refusal of renewal even where the concessionaire is fully compliant with the concession under renewal, contrary to Parliament's intent. In a converged market, operators often hold multiple concessions. Treating breaches in one as prejudicial to all creates systemic regulatory risk, discourages service diversification, and undermines investment confidence, outcomes inconsistent with the Act's objectives.		
11.	A9	CCTL	CCTL does not have any issue with this condition but seeks clarification from the Authority regarding "…or any other legislation" as regards the Concession.	The Authority should explicitly reference other legislation contemplated that would be attributed to fees to be paid by the Concessionaire.	The Authority amended the condition to accommodate any future legislation that may authorise the payment of fees to the Authority in connection with the performance of its statutory functions. The Authority considers that the inclusion of the words "or any other legislation" ensures that the condition remains consistent with any future legislative framework that may lawfully authorise the Authority to levy or collect fees. Further, any 'other legislation' that may require fees to be levied on a concessionaire would ordinarily be subject to some form of consultation before enactment.
12.	A9	TTBPA	This now includes "all other fees" and explicitly references "any other regulations made under the Act or any other legislation..." This implies the introduction of new fees beyond concession fees Can we have this defined or get a schedule of all potential fees, including universal service and emergency-telecom contributions, with caps and annual review mechanisms		Please see the Authority's response at Item No. 11 above.
13.	A13	TTPBA	Reference is made here to coverage and percentage coverage that broadcasters would have to adhere to, in addition to getting a letter of completion.		The Authority clarifies that coverage requirements, associated timelines and any performance security are intended to ensure the timely and effective rollout of services in accordance with approved rollout plans. Where a concessionaire fails to meet

			What happens if the broadcasters do not meet requirements within the time frame? Would they lose their bond, and would they have to take out another bond afterwards? Can we have more clarity on this? What is "other commitments" under A13? In referencing Schedule D and Appendix 1, it seems to only be in relation to service rollouts.		applicable rollout or coverage obligations within the specified timeframe, the Authority may consider appropriate regulatory action in accordance with the terms of the concession. The application or forfeiture of any performance bond would be assessed on a case-by-case basis, having regard to the nature and extent of non-compliance and any mitigating circumstances. The reference to "other commitments" in Condition A13 is intended to capture commitments expressly undertaken by the concessionaire and approved by the Authority, including but not limited to service rollout obligations as set out in Schedule D and Appendix I.
14.	A14	CCTL	Whereas the Concessionaire is guided by Regulation 5 and subsequently Schedule 2 of the Universal Service Regulations vis-à-vis the calculations of contributions to the Universal Service Fund, CCTL believes that reference to a revenue cap such as 3% under previous Condition A14(b) is warranted.	CCTL recommends that in addition to guidance on calculating USF fees that a revenue cap is explicitly maintained. Condition A 14 should be set out as follows:- "The concessionaire shall comply with the Act, and the Telecommunications (Universal Service) Regulations ("the USR")	The Authority does not agree that a revenue cap should be explicitly maintained in Condition A14, as the Universal Service Regulations (as amended) do not prescribe a cap, and the concession cannot be inconsistent with the relevant legislative instrument.
15.	A14	TSTT	Substitution of Statutory Controls with Authority-Approved Policies There exists a comprehensive statutory framework in relation to universal service obligations both in the Telecommunications Act as well as the Telecommunications (Universal Service) Regulations as amended Section 28 of the Act provides as follows:-	Condition A 14 should be set out as follows:- "The concessionaire shall comply with the Act, and the Telecommunications (Universal Service) Regulations ("the USR")	The Authority agrees that universal service policy is established by the Minister under the Telecommunications Act. Accordingly, Condition A14 has been amended to delete the reference to "and any other policy or framework approved by the Authority" from the chapeau and replacing it with 'any other policy as approved by the Minister'.

			(1) In accordance with the policy established by the Minister, the Authority shall determine the public telecommunications services in respect of which the requirement of universal service shall apply. (2) Such services, as are referred to in subsection (1), shall include, at a minimum, a quality public telephone service. (3) In accordance with the policy established by the Minister, the Authority shall periodically determine the manner in which a public telecommunications service or value-added service shall be provided and funded in order to meet the requirements of universal service for that service, including the obligations, if any, of the providers and users of the service. (4) The Authority may, with the approval of the Minister, require that closed user group services, private telecommunications services and value-added services as well as the users of such services and all telecommunications services generally, contribute to the funding of universal service. (5) The Authority shall forward its recommendations to the Minister pursuant to this section and the Minister shall indicate his approval, modification or disapproval of the recommendation within sixty days of receipt of the Authority's recommendation. (6) Where the Minister accepts the recommendation of the Authority or modifies or rejects it, he shall give his reason in writing and the Authority shall arrange for the publication of both the recommendation and the Minister's position in respect thereof. (7) If on the expiration of the period referred to in subsection (5), the Minister has not indicated to the Authority, in writing, his approval, modification or rejection of the recommendation, it shall be deemed to have been approved.		The Authority considers that the revised wording appropriately reflects the statutory framework governing universal service.

			(8) The obligations to provide and contribute to the funding of the services referred to in subsection (1) shall be applied on a non-discriminatory basis as between all similarly situated telecommunications service providers and users" The proposed revision to Condition A14 purports to require concessionaires to comply not only with the Act and the Telecommunications (Universal Service) Regulations, but also with "any policy or framework approved by the Authority" in relation to universal service and universal access. This formulation unlawfully elevates non-statutory instrument, policies or frameworks into binding obligations, notwithstanding that the Act establishes a closed and highly structured statutory mechanism governing universal service obligations, contributions, and implementation. Under the Act, binding universal service obligations do not arise from Authority-approved policies, but only through: (i) Ministerial policy direction; (ii) Authority recommendations made pursuant to that policy; (iii) Ministerial approval (express or deemed); and (iv) Implementation through regulations, published determinations, or formal instruments prescribed by law. Any attempt to bypass this statutory architecture by imposing direct compliance with Authority-approved policies constitutes an implied amendment of the Act, which is beyond the competence of the Regulator.		

			The Act expressly provides that universal service determinations must be made "in accordance with the policy established by the Minister". The Authority's role is limited to determination, recommendation, and administration, not independent policy creation. All substantive obligations must be routed through the Minister, who must approve, modify, or reject the Authority recommendations and provide reasons in writing. This statutory scheme reflects a deliberate Parliamentary choice to vest policy authority in the Minister, and constrains the Authority to a technical and administrative role. By compelling compliance with Authority-approved policies or frameworks, Condition A14 collapses this separation, allowing the Authority to impose obligations without Ministerial approval, Parliamentary scrutiny, or publication in the manner required by law. Moreover, the Universal Service Regulations (as amended)comprehensively regulate: (i) The scope of universal service; (ii) Contribution percentages; (iii) Mandatory and contractual initiatives; (iv) Funding, refunds, reporting, and enforcement mechanisms. Of critical importance it is to be noted that obligations arise only through Regulations, Schedules, published initiatives, contracts, or directions issued pursuant to the Regulations.		

			While the Authority may issue guidelines or identify initiatives, these derive their legal force solely from the Regulations themselves, not from freestanding policies or frameworks . Condition A14, as drafted, purports to create a parallel source of obligation, untethered from the regulatory instruments contemplated by the Regulations, and therefore inconsistent with them. The Act and Regulations embed multiple safeguards, including: (i) Ministerial approval and oversight; (ii) Publication of recommendations and decisions; (iii) Non-discrimination between similarly situated operators; (iv) Defined contribution caps and funding mechanisms. As such, requiring compliance with Authority-approved policies or frameworks, eliminates these safeguards and creates uncertainty as to the legal status, duration, and scope of such policies. Further, it permits obligations to evolve unilaterally and informally, without the procedural protections mandated by Parliament. This is incompatible with fundamental principles of legal certainty, transparency, and proportionality, particularly where financial contributions and operational mandates are concerned. Condition A14(b) compounds the defect by obligating compliance with "lawful directions of the Authority" issued pursuant to the fulfilment of universal service obligations, without tethering those directions without a Minister approved determination, regulations or a specific Universal Service initiative lawfully adopted.		

			This risks converting general administrative directions into a mechanism for imposing substantive universal service obligations, contrary to the Act and Regulations, and thus constitutes an ultra vires expansion of enforcement powers. Accordingly, Condition A14, in its current form, is ultra vires, legally ineffective, and objectionable as a matter of public law.		
16.	A20	CCTL	CCTL understands the Authority's intention regarding a thirty (30) day mandatory notification period for proposed transfers, assignments, changes, disposals or arrangements under conditions A15, A16, A17 or A18. Nonetheless, considering practicalities and in the interest of ensuring ease of doing business, CCTL proffers that notification should be prescribed to no less than ten (10) days, which provides a reasonable window for the Authority's scrutiny while facilitating the demands that a Concessionaire may face.	CCTL recommends that the notification period be adjusted from thirty (30) days to ten (10) days, which would maintain adequate regulatory oversight while enabling greater agility and responsiveness for the Concessionaire.	The Authority notes CCTL's suggestion to reduce the notification period. The Authority has amended Condition A20 to reduce the prior notification period from thirty (30) days to no less than twenty-one (21) days.
17.	A23(d)	TSTT	Adequacy of Existing Guidance in A23(d) Condition A23(d) already sets out clear, substantive criteria that the Authority must consider when determining an application to be declared non-dominant, including: (i) the relevant market; (ii) market share; (iii) pricing power; (iv) degree of service differentiation; and (v) other objectively relevant market factors. Taken together, these criteria provide sufficient guidance to inform both the Authority's assessment and the concessionaire's evidentiary burden. They reflect established competition-law concepts and align with	It is recommended that Condition 23 (d) be revised by substituting 180 days to ninety days and deleting the words "along with all required information".	The Authority has amended Condition A23(d) to reduce the timeframe for determining an application for non-dominant status from 180 days to 120 days. The retention of the phrase "*along with all required information*" is necessary to allow sufficient time to consider the application and to obtain any additional relevant information the Authority may require from the applicant, or that it must acquire independently, in order to conduct its assessment across the numerous factors enumerated in the condition.

			section 29 of the Telecommunications Act. There is therefore no regulatory gap requiring an open-ended expansion of information requests beyond what is reasonably necessary to assess those factors. An unrestricted ability to issue repeated or evolving data requests has the effect of expanding A23(d) beyond its intended scope by shifting the test from a defined analytical framework to an indeterminate, moving target and effectively adding new, unstated criteria through information demands. This undermines legal certainty for applicants. Such an approach is inconsistent with principles of procedural fairness, proportionality, and regulatory predictability. A concession condition that sets out factors to be assessed cannot be lawfully supplemented in practice by unlimited requests that materially delay determination. A well-resourced, specialist regulator as is TATT, is expected to define upfront the information required to assess non-dominance and conduct its analysis within a reasonable and finite period. It should avoid placing the applicant in a position of prolonged regulatory limbo. It is to be noted that TSTT has an outstanding application to TATT to be declared non-dominant in a particular market that has been outstanding for four years. As such a determination period of no more than 90 days is more than reasonable and consistent with international regulatory practice for competition assessments of this nature. Prolonged non-determination, particularly where driven by serial or "spurious" data requests cannot be justified on grounds of complexity alone. The longer an application for non-dominant status remains undetermined, the longer the operator remains		

			subject to ex ante regulatory constraints designed for dominant providers and the greater the structural disadvantage imposed on its ability to compete, innovate, price flexibly, and respond to market dynamics. This distorts the competitive landscape to the detriment of consumers. Delay therefore has real economic and competitive consequences, effectively amounting to a regulatory penalty without a finding.		
18.	A26	CCTL	CCTL believes that notification to the Authority concerning any of the factors listed under A26 a-e is reasonable, but would caution, however, on the implications of "promptly" as regards written notice as this may be impractical yet incurring liability depending on the actual factor at play.	CCTL suggests that the word "promptly" be replaced with "as soon as is reasonably practicable", which is sufficient for a Concessionaire to act without undue delay, considering the circumstances.	The Authority agrees with the stakeholders' concerns regarding the word "promptly" and has amended Condition A26 to require the concessionaire to notify the Authority "as soon as reasonably practicable" of the occurrence of any factor preventing compliance with its obligations.
19.	A26	TSTT	The proposed notification obligations in Condition A26 are unduly onerous The proposed proviso to Condition A26, requiring prompt written notification to the Authority with full particulars whenever a concessionaire is prevented from compliance by factors beyond its control, is disproportionate and impractical when viewed against for example the main causes of service interruption i.e. copper cable theft and fibre cuts experienced across the industry, mainly as a result of criminal activity by vandals. On an annual basis the industry records many hundreds of copper and fibre cuts, resulting in thousands of hours of service disruption and impacting tens of thousands of customers. These incidents are systemic, recurrent, and primarily criminal in nature, not exceptional events. Requiring individualised notifications for each	Condition A 26 should remain unchanged	The Authority's position is set out at Item No. 18 above.

			occurrence imposes a high-volume administrative burden with limited regulatory value. Further, the obligation to provide "full particulars" and a "likely period of non-compliance" at the time of notification is unrealistic during active fault restoration, when the extent of damage and restoration timelines are often unknown and dependent on third-party access and law-enforcement clearance. The proposed proviso also duplicates existing service-interruption reporting obligations under Conditions A40–A43, resulting in overlapping and repetitive reporting for the same events. Most critically, the requirement risks diverting operational resources away from service restoration and customer impact mitigation, and effectively penalises concessionaires for criminal acts beyond their reasonable control. Moreover, during widespread fibre or copper cuts, concessionaires must prioritise: (i) Network restoration, (ii) Emergency rerouting and redundancy activation, (iii) Coordination with other operators and utilities, and (iv) Customer communications. As such, the requirement for immediate, formal written notification with detailed content, diverts scarce technical and operational resources away from restoration activities and encourages a "report first, restore second" compliance mindset; and is inconsistent		

			with the Authority's own objective of minimising service interruptions. In addition, the requirement creates cumulative compliance risk given the volume of incidents experienced historically. Any delay, omission, or incomplete early notification could technically constitute non-compliance which exposes concessionaires to enforcement risk despite acting diligently and transparently.		
20.	A28	CCTL	CCTL reserves its comprehensive comments on the proposed Cybersecurity and Cybercrime conditions (A46–A48). However, CCTL underscores that, given the inherent sensitivities and security implications associated with Cybersecurity related information held by Concessionaires, no casual or broad reference to such categories of information should be incorporated under the general rubric of a request for information, particularly where such a request is framed as an absolute or unconditional obligation.	CCTL suggests that the Authority removes reference to "information related to cybersecurity" from the general obligation of furnishing information to the Authority and defer any requests on cybersecurity to be undertaken under duly developed, zero trust principles and/or specifically on the basis of reporting within the parameters for same later defined.	The Authority notes CCTL's concerns. The Authority considers that the ability to request information relating to cybersecurity remains necessary for the performance of its statutory functions. Accordingly, Condition A28 has been amended to clarify that the Authority may require information related to Conditions A46 to A48, as the Authority may reasonably require in order to perform its functions. The Authority notes that any request for information under Condition A28 remains qualified by the words "*as the Authority may reasonably require in order to perform its functions*".
21.	A28	TSTT	Statutory limits on the Authority's power to require information Information powers are expressly defined and limited under the Telecommunications Act. The Act does not confer an open ended power on the Authority to require "any" information at will. The relevant provisions are: (i) Section 18(1)(a) – The Authority may monitor and ensure compliance with concessions, but only "subject to the provisions of this Act".	Condition a 28 should be revised as follows:- A28. (1) The concessionaire shall, upon written request by the Authority and for a stated purpose consistent with the Authority's functions under the Telecommunications Act, furnish	The Authority's position is set out at Item No. 20 above. The Authority does not agree that Condition A28 is inconsistent with the Telecommunications Act. The Authority considers that the condition is reasonably connected to the performance of its statutory functions and notes that any request for information under Condition A28 remains qualified by the words

			(ii) Section 47 (Power to request information) – The Authority may request information for specific regulatory purposes, namely: • testing, • inspection, • verification of compliance with technical standards or licence/concession conditions. This power is purpose-driven, not general or unlimited. (iii) Section 80 (Confidentiality). Parliament expressly recognised that information supplied to the Authority is sensitive and must be strictly controlled, reinforcing that disclosure powers are not unfettered. A careful of the Act illustrates that there is no provision authorizing, continuous, standing disclosure obligations or unrestricted categories of information; or information demands that are unrelated to a defined statutory function. The Act consistently requires that powers be exercised for identified regulatory purposes. Obligations on Concessionaires should be imposed either by the Act itself or by Regulations made under section 78, not by concession conditions solely. A28 creates a generalised disclosure obligation not found in the Act The revised Condition A28 requires concessionaires to furnish, “in such manner and at such times as the Authority may reasonably direct”, any information related to the activities of the concessionaire, including financial, technical, statistical, cybersecurity and performance data. This exceeds the Act because the Act only permits information requests linked to specific statutory purposes (e.g. inspection, testing, compliance) whereas A28 establishes a standing obligation to disclose information on demand, without requiring the Authority to demonstrate statutory necessity.	such information as is reasonably necessary to enable the Authority to: (a) monitor and verify compliance with this Concession, the Act, or Regulations made thereunder; (b) carry out inspection, testing, or investigation functions expressly provided for under the Act; or (c) perform any other specific statutory function conferred on the Authority by the Act. (2) Any request for information under this Condition shall: (a) identify the statutory purpose for which the information is required; (b) be proportionate to that purpose; and (c) allow the concessionaire a reasonable period within which to comply, having regard to the nature, scope, and availability of the information. (3) The concessionaire shall not be required under this Condition to create new records or analyses that do not already exist in the ordinary course of its business, unless such obligation is expressly imposed by the Act or by Regulations made thereunder.	"*as the Authority may reasonably require in order to perform its functions*".

			In addition it unlawfully expands the scope of concession conditions.Under sections 22 and 24 of the Act, concession conditions must relate to: (i) the operation of networks, (ii) provision of services, and (iii) compliance with defined regulatory objectives. A28 goes further by converting the concession into a general regulatory reporting instrument; and enables information demands unrelated to any breach, investigation, or statutory process. This effectively amends the Act by contract, which is ultra vires. Where Parliament intended broad or ongoing reporting obligations, it required, Regulations made under section 78, subject to Ministerial oversight and Parliamentary scrutiny. Instead A28, achieves the same outcome without Regulations and avoids statutory consultation and transparency safeguards, as well as grants the Authority a discretion wider than Parliament authorised.		
22.	A35	TSTT	A35(d) This provision appears to assume that mobile operators are able to determine and guarantee precise handset location accuracy, albeit "where possible." While the inclusion of this qualifier is helpful, in practice mobile handset location is derived through a combination of handset-based positioning (e.g. GPS/GNSS), operating system behaviour, and network-based inference, much of which is outside the operator's direct control. Factors such as handset capabilities, user settings, satellite visibility, indoor environments, network density, and operating system policies significantly affect achievable accuracy.	A 35(d) should be revised as follows:- D. for mobile telephony, if required to do so and upon giving reasonable prior notice in writing, forward, where possible, the user's geographic location, subject to technical feasibility and available device and network capabilities. All the other revisions in Condition A 35 are amenable.	The Authority does not agree with the suggested amendment. The qualifier "where possible" in Condition A35(d) is intended to reflect technical feasibility and the capabilities of the device and network infrastructure available at the time the location information is generated. The Authority will take cognisance of any inherent technical limitations duly communicated by the operator. The condition is intended to require concessionaires to implement and maintain location capabilities in accordance with reasonable industry

			While operators can support the delivery of available location information (e.g. cell-ID–based location or handset-provided coordinates where available), they cannot reliably guarantee specific horizontal or vertical accuracy thresholds, even on a "where possible" basis. In particular, fine-grained vertical accuracy is not something that can be consistently achieved or controlled at the network level. As such "where possible" should be clearly understood to mean subject to technical feasibility and available device and network capabilities, so that operators are not held accountable for accuracy limitations arising from factors beyond their reasonable control.		standards and available technology, particularly to support of emergency services.
23.	A35(d)	Amplia	While the inclusion of the qualifier "where possible" is helpful, mobile handset location accuracy is influenced by multiple factors outside the operator's direct control, including handset capabilities, user settings, operating system behaviour, satellite visibility, indoor environments, and network density. Operators cannot reliably guarantee specific horizontal or vertical accuracy thresholds, particularly with respect to fine-grained vertical accuracy. Clarification is recommended to ensure that "where possible" is understood to mean subject to technical feasibility and available device and network capabilities, and that operators are not held accountable for accuracy limitations arising from factors beyond their reasonable control.		Please see the Authority's response at Item No. 22 above.
24.	A36	Amplia	This clause introduces requirements relating to next-generation, IP-based emergency services, including non-voice communications and multimedia, that assume a level of end-to-end system readiness that does not currently exist and is not within the control of telecommunications operators alone. Clarification is recommended to reflect a phased and coordinated implementation approach, subject to agreed technical		The Authority has revised Condition A36 to provide that any direction issued under the Condition shall be given by the Authority after consultation with the relevant stakeholders. The Authority considers that this amendment addresses concerns regarding end-to-end system readiness, differing operator capabilities, implementation timelines and the need for

			standards, stakeholder readiness (including emergency service agencies), and reasonable implementation timelines. Operators should not be expected to deploy or enable such capabilities in isolation or in advance of the broader national ecosystem required to support them.		coordinated national implementation before the facilitation of next-generation IP-based emergency call services or emergency alerts is required. The Authority notes that these obligations are grounded in the National Emergency Telecommunications Plan, developed in collaboration with ODPM, the Ministry of National Security and TEMA after consultation with the relevant concessionaires.
25.	A36	CCTL	CCTL acknowledges its obligations in facilitating Public Emergency Telecommunications Services and, in principle, supports this requirement insofar as the Concessionaire is expected to comply in a manner consistent with its existing technologies and operational capabilities. CCTL therefore seeks clarification from the Authority regarding the intended scope, applicability, and potential liabilities arising under Conditions A36(a) and A36(b), particularly in circumstances where current technical capabilities may constrain full or wide-ranging compliance with these obligations.	CCTL suggests that the Authority provides further details on the expectations from Concessionaires in this instance, and tailor language according to reasonable endeavour principle mindful that Concessionaires do not all share the same capabilities or market position.	The Authority's position is set out at Item No. 24 above.
26.	A36	TSTT	Although framed as a “direction of the authority” after “consultation with the relevant stakeholders “ without determining if that Consultation would be the Authority standard process for consultation or who the relevant stakeholders are, this Condition introduces requirements relating to next-generation, IP-based emergency services, including support for non-voice communications and multimedia (such as text, images, and video). While the objective is theoretically laudible, A 36 appears to assume a level of end-to-end system readiness that does not currently exist and that is not within the control of telecommunications operators alone.	Condition A 36 should be revised as follows:- A36(a) The concessionaire shall, subject to the availability of supporting national systems and the operational readiness of the relevant national emergency agencies, cooperate with and facilitate, to the extent technically feasible and within the concessionaire’s reasonable control, the provision of next-generation Internet Protocol (IP)-based emergency communications services, including non-voice and	The Authority's position is set out at Item No. 24 above.

			From a technical standpoint, operators can provide IP connectivity and transport capabilities; however, the delivery of next-generation emergency services depends on the availability of corresponding platforms, interfaces, standards, and operational readiness across emergency service agencies and national systems. At present, these capabilities require coordinated national planning, agreed technical standards, funding, and phased implementation involving multiple stakeholders, not just operators. There is a risk that this provision could be interpreted as placing an immediate or unilateral obligation on operators to implement complex next-generation emergency service capabilities, regardless of the readiness of emergency agencies or supporting national infrastructure. Operators should not be expected to deploy or enable next-generation emergency service features in isolation or ahead of the broader national ecosystem required to support them.	multimedia communications such as text, images and video, where: i. the Authority has conducted a formal consultation in accordance with its established consultation procedures; ii. the scope of the obligation, the relevant stakeholders, and the applicable technical, operational and security standards have been clearly defined by the Authority in writing; iii. interoperable platforms, interfaces and systems operated by or on behalf of the relevant national emergency agencies are available and capable of supporting such services; and iv. reasonable implementation timelines, transitional arrangements and cost-recovery mechanisms have been determined, having regard to the coordinated national implementation of such services. Nothing in this Condition shall be construed as requiring the concessionaire to deploy or enable next-generation emergency service capabilities in isolation, or in advance of the supporting national emergency services ecosystem. A36(b) The concessionaire shall, as directed by the Authority following consultation in accordance with its established procedures, facilitate the	

				transmission or broadcast of emergency or critical public alerts issued by authorised national emergency or security agencies, provided that: i. such alerts are delivered using agreed technical standards and interfaces supported by the concessionaire's network; ii. the content origination, validation and activation of such alerts remain the responsibility of the issuing agency; and iii. the concessionaire's obligation is limited to the conveyance or dissemination of such alerts over its network and does not extend to the creation, management or control of alert content.	
27.	A36(a)	TTPBA	Provision of next generation protocol-based emergency call services… Clarification needed on this.		The Authority's position is set out at Item No. 24 above.
28.	A39(b)	TTBPA	Is there an estimated cost of assistive technology?		The Authority notes that Condition A39(b) does not prescribe any specific technology or implementation approach. Accordingly, implementation requirements may vary depending on the concessionaire's existing network infrastructure and capabilities. The Authority will consult with relevant stakeholders prior to issuing any direction under the Condition.
29.	A38	TSTT	Condition A38 is substantively redundant, as the matter it seeks to address is already fully covered by Condition A26 of the proposed revised Concession with the amendments recommended.	Condition A 38 should be deleted.	Condition A38 has been retained. Condition A38 complements Condition A26 by requiring concessionaires to take all reasonable measures to ensure the best possible availability of

			Condition A26 provides a general, concession-wide exemption from non-compliance where obligations cannot be met due to factors beyond the concessionaire’s reasonable control, expressly including acts or omissions of government bodies, failures of third-party systems, and compliance with legal or governmental directions. This directly captures scenarios involving emergency services readiness, national platforms, and inter-agency dependencies. By contrast, A38 is narrower and context-specific, adds no additional protection, and risks creating interpretive ambiguity by implying that emergency-related obligations require separate or different relief from that already available under A26.		service in the event of network breakdown or force majeure. The two conditions serve distinct but complementary purposes and are not duplicative.
30.	A39	CCTL	CCTL facilities are resilient and comply with the Authority’s applicable Technical Standards. CCTL facilitates public notifications, maintains up-to-date disaster recovery and business continuity plans, and cooperates with relevant stakeholders in disaster scenarios. Regarding A39(b), CCTL seeks further details from the Authority regarding the Concessionaire’s obligation vis-à-vis the content of public notifications, as we have effectively served as a conduit in these scenarios where the content of such public notifications is developed and directed by an emergency agency.	CCTL requests that the Authority clarifies the Concessionaire’s expectations in respect of A39(b).	The Authority clarifies that this inclusion is based on the National Emergency Telecommunications Plan, which was developed in collaboration with the ODPM, the Ministry of National Security and TEMA and after consultation with the relevant concessionaires. The concessionaire's role under the Condition is to facilitate the transmission or dissemination of emergency or critical public alerts issued by authorised emergency or security agencies and does not extend to the development or approval of the content of such alerts. The Authority will consult with relevant stakeholders prior to issuing any direction under the Condition.
31.	A39	TSTT	Condition A39(a), (b) and (c) is open-ended and onerous because it imposes continuing technical and operational obligations without defining scope, standards, limits, timelines, or cost proportionality. The condition allows the Authority to unilaterally expand compliance requirements over time, exposing concessionaires to	Condition A 39 a b and c should be revised as follows:- A39 The concessionaire shall:	The Authority reminds TSTT that the provisions of this clause are based on the National Emergency Telecommunications Plan, which was developed in collaboration with the ODPM, the Ministry of National Security and TEMA and after consultation with the relevant concessionaires.

			indeterminate obligations unrelated to matters within their reasonable control. The obligations extend to outcomes (e.g. national resilience, emergency readiness) that depend on government infrastructure, emergency agencies, energy providers, and national planning frameworks. Imposing these obligations on concessionaires without limiting them to matters within their reasonable control is disproportionate and inconsistent with the Act's structure. Further, the condition permits the Authority to apply its own "Technical Standards" without consultation and without express linkage to standards lawfully made under the Telecommunications Act. While the Act allows the Authority to advise on and implement technical standards, binding standards must be established in accordance with the Act, including applicable procedural safeguards. Imposing such standards solely by concession condition or direction risks being ultra vires the Authority's statutory powers.	a. take reasonable measures, within its reasonable control and in a proportionate manner, to enhance the resilience of its network facilities, in accordance with technical standards lawfully established under the Telecommunications Act or Regulations made thereunder, and following consultation conducted by the Authority in accordance with its established procedures. b. where technically feasible and subject to reasonable implementation timelines, adopt technologies to support public notification, warnings and emergency alerts, based on standards agreed at a national level and applicable to all similarly situated concessionaires, and shall not be required to implement such technologies in advance of the readiness of relevant national systems or emergency agencies. c. maintain disaster recovery and business continuity	Further, TSTT is asked to note that the referenced Technical Standards for Public Fixed Telecommunications Networks and the Technical Standards for Wireless Networks is a document that was finalized in 2020 after two rounds of consultation. With consideration to TSTT's comments, the Authority has amended Conditions A39(a), A39(b) and A39(c) as follows: A39(a) was amended to insert the words "*take all appropriate measures, within its reasonable control*" at the beginning of the condition and the words "*and man-made*" before the word "*disasters*". This amendment clarifies that the concessionaire's obligations are limited to matters within its reasonable control. A39(b) was amended to insert the words "*as directed by the Authority after consultation with the relevant stakeholders*" and removal of the words "i*n English and Spa*nish". The amendment clarifies that the Authority will consult with the relevant stakeholders before issuing any direction to adopt technologies under the condition. A39(c) was amended to insert the words "t*hat is appropriate to the nature and scale of its authorised networks and services*" and remove the words "*for maintaining basic telecommunications services during and after a disaster*". This amendment clarifies the concessionaire's obligation to develop plans that are appropriate to the nature and scale of its operations

				plans appropriate to the nature and scale of its authorised networks and services, limited to functions within the concessionaire's operational control. The revised drafting to d is amenable.	
32.	A40-A43	TSTT	A 40-43 The phrase "direction by the Authority" in A41 and A43 is vague and open-ended as it does not define scope, legal basis, limits, or process. As drafted, it allows the Authority to impose new operational obligations without consultation, amendment of the Concession, or regulations under the Act. While the Authority has powers to issue lawful directions under the Act, those powers are not unlimited and must be exercised, within defined statutory functions, consistently with procedural safeguards, and without effectively legislating by administrative fiat. A41 does not tie "direction" to any specific section of the Act, or regulations made under section 78, or standards lawfully established following consultation. Condition A43 compounds this issue by enabling unlimited information demands and ongoing operational intervention "as directed," which goes beyond reasonable compliance monitoring and amounts to regulatory overreach.	A 40 is amenable as well as A42. However, A 41 and A 43 should be amended as follows:- A41 – The concessionaire shall take reasonable steps to provide advance notice of planned service interruptions to affected customers, the Authority, and other affected operators. Any additional steps required by the Authority shall be limited to measures reasonably necessary to protect users, and shall be within the concessionaire's reasonable control, and shall be issued pursuant to an express power under the Telecommunications Act or Regulations made thereunder. A43 – The concessionaire shall, within a reasonable time, provide the	The Authority has amended Condition A41 by deleting the words "*including any specific steps identified in any direction from the Authority*", thereby addressing concerns regarding the scope of the Authority's direction-giving power in the context of service interruptions. The Authority has also amended Condition A43 to insert the words "*within a reasonable time*", thereby providing concessionaires with flexibility to fulfil their reporting obligations while managing the impact of service interruptions.

			This creates legal uncertainty for concessionaires and exposes them to unpredictable compliance risk. Condition A43 requires the concessionaire to provide detailed information on service interruptions "as directed by the Authority", including preventative measures and recurrence mitigation. This constitutes regulatory overreach because, the obligation is unbounded in scope and frequency, and it permits the Authority to demand operational, technical and planning information beyond what is reasonably necessary to monitor compliance. Further, it duplicates existing information furnishing powers already provided elsewhere in the Concession and the Act and establishes continuous supervisory intervention into network operations, rather than outcome-based regulation. In effect, A43 allows the Authority to micro-manage network operations through directions, rather than through transparent, consultative regulatory instruments.	Authority with information relating to the nature, cause and duration of material service interruptions, and the corrective actions taken. Any further information requested by the Authority shall be proportionate, relevant to compliance monitoring, and limited to information reasonably available to the concessionaire.	
33.	A42-A43	CCTL	CCTL does not have an issue with these conditions in principle but seeks clarification on the threshold/scale of service interruption that would trigger these conditions, as this concept is too broad as currently construed.	CCTL requests that the Authority defines thresholds of service interruptions to provide further guidance on notification obligations.	The Authority clarifies that the obligations set out in Conditions A40 to A43 apply to service or network interruptions that may materially impact customers, concessionaires, service providers or operators and are not intended to apply to interruptions that have little or no impact. The Authority will engage with concessionaires regarding the thresholds applicable to service interruptions of a material nature.
34.	A43	TTPBA	Are there any parameters to "service interruptions"? If a broadcaster is off the air for two minutes due to the generator kicking in slowly, is the broadcaster required to report this to TATT? Should this be upon request?		The Authority's position is set out at Item No. 33 above. The Authority further clarifies that brief or transient interruptions arising from normal operational processes, such as short delays associated with backup power activation, would not ordinarily

					require reporting unless they result in a material impact on service delivery or form part of a recurring or systemic issue. Where a service interruption is of a material nature, concessionaires are required to provide information relating to the interruption in accordance with Condition A43.
35.	A44 (1)(iv)(v)&(vi)	CCTL	Whereas these conditions are not entirely new, CCTL believes that for legal certainty the condition of access to any asset or facility, or facilitation of technical assistance, must be restricted to the parameters of applicable legislation, such as the Interception of Communications Act 2020 (as amended), and therefore explicit alignment is warranted in these conditions. As currently construed, the conditions are too broadly defined and do not qualify the issue of "matters of national security".	CCTL recommends that the language of this and related conditions that infer lawful interception be aligned to statutory requirements, namely the Interception of Communications Act 2020 (as amended).	The Authority does not agree that the Condition should be limited to the Interception of Communications Act, 2020. The relevant provision is grounded in section 22 of the Telecommunications Act, which requires a concessionaire, upon request by the Minister of National Security and subject to any written law, to collaborate with the Ministry in matters of national security. The Authority notes that matters of national security may include lawful interception but are not limited thereto. Accordingly, the Authority does not consider it appropriate to align the condition solely to a specific piece of legislation. The Authority further notes that section 84 of the Telecommunications Act sets out additional obligations relating to cooperation with the Ministry of National Security during a state of emergency.
36.	Cybersecurity and Cybercrime	CCTL	CCTL recognises that the proposed Conditions represent a noteworthy effort to ensure that cybersecurity practices are both strategically contextualised and embedded within the operational frameworks of Concessionaires. Notwithstanding this intent, a fundamental concern persists: these obligations are not clearly grounded in any extant statutory regime specific to cybersecurity. In the absence of such statutory anchoring, the imposition of these Conditions as drafted may inadvertently give rise to operational	CCTL's comments on these issues are not intended to be exhaustive. Notwithstanding the observations set out herein, CCTL respectfully urges the Authority to maintain an open and continuous consultative process with Concessionaires in the development of this regulatory framework, given its significance to the national and public interest. An	The Authority agrees that comprehensive and coherent cybersecurity governance is best supported by clear legislative frameworks that define roles, responsibilities and cooperative mechanisms among operators, regulators and law enforcement agencies. The Authority further recognises that cybersecurity is a dynamic and technically sensitive domain, requiring proportionate and carefully calibrated regulatory interventions.

			inefficiencies, introduce uncertainty, or even compromise existing cybersecurity safeguards. This is particularly problematic given the dynamic, sensitive, and high-risk nature of cybersecurity, where the existence of a clear legal and governance framework is essential. As outlined in CCTL's prior submissions on the Authority's Cybersecurity Guidelines, and as the Authority may already appreciate, comparative jurisdictions have adopted specific legislative frameworks to delineate cybersecurity responsibilities and to govern interactions between operators, regulators, and law enforcement agencies. By way of example, the United States Federal Communications Commission (FCC) imposes obligations under Section 102 of the Communications Assistance to Law Enforcement Act (CALEA), including the requirement to file System Security and Integrity (SSI) Plans. Similarly, Canada's Critical Cyber Systems Protection Act (CCSPA) empowers the Government to require telecommunications service providers to: • implement designated security measures, including vulnerability assessments; • develop and maintain robust cybersecurity programmes; • report cybersecurity incidents; and • remove specific high-risk products or equipment from their networks. In these jurisdictions, the statutory framework first defines the relevant cybersecurity constructs, identifies operators of critical cyber systems, and establishes clear procedural, evidentiary, and cooperative mechanisms—including law enforcement engagement—that enable effective cybersecurity governance. Such measures are legislatively grounded and involve competent policy	effective cybersecurity framework goes beyond the publication of a document. CCTL further requests that the Authority gives due consideration to conducting additional, targeted consultations aimed at addressing the complex matters arising from enhanced cooperation in cyber related investigations and the procedures for the collection and handling of electronic evidence.	However, the Authority maintains that the absence of a dedicated cybersecurity statute does not preclude the inclusion of cybersecurity and cybercrime-related obligations within concession conditions. The Act expressly mandates the Authority to regulate the operation of public telecommunications networks and services, and broadcasting facilities and services, including matters affecting network integrity, service reliability and consumer protection. Cybersecurity risks directly implicate these statutory objectives and fall within the Authority's regulatory oversight of telecommunications networks and services. The proposed conditions are not intended to establish a comprehensive cybersecurity regime or to substitute for sector-wide cybersecurity legislation. Rather, they are designed to (i) ensure that concessionaires adopt appropriate, risk-based cybersecurity measures within their operational frameworks; (ii) support situational awareness and coordinated response in the event of cybersecurity incidents affecting telecommunications networks and services and broadcasting facilities and services; and (iii) complement, rather than replace, existing and future legislative, policy, and law enforcement frameworks. The Authority further notes that the concession operates as one component of the broader regulatory environment. The development of additional legislative and policy instruments relating to cybersecurity and cybercrime remains a matter for ongoing governmental consideration and does not preclude the Authority from exercising its existing statutory functions in a proportionate and targeted manner through concession conditions.

			authorities to ensure that cybersecurity mandates are coherent, proportionate, and reflective of the complex and often competing public interest considerations at stake. Accordingly, CCTL maintains that the Authority's proposed Conditions would benefit from explicit statutory underpinnings to ensure clarity, enforceability, and policy coherence. In principle, the cybersecurity and cybercrime conditions are meritorious but the concessionary system is limited in the face of this monumental task. Our concerns remain centred on the need for appropriate guardrails, the preservation of confidentiality, and the development of organic, cooperative mechanisms such as trust communities with law enforcement and other relevant actors—both to facilitate enhanced operational cooperation and to support the lawful collection and preservation of highly volatile electronic evidence within the framework of modernised cybercrime legislation.		The Authority agrees with CCTL that an effective cybersecurity framework goes beyond the publication of a document. Going forward, the Authority will collaborate with concessionaires and other stakeholders to strengthen the cybersecurity framework. In 2025 IGOVTT conducted a cybersecurity drill, in which the Authority participated along with telecommunication operators, and carried out cyberattack response best practices while treating cyberattack tabletop scenarios. Similar cybersecurity drills are being planned by incident response organisations such as the TT-CSIRT.
37.	A46	CCTL	CCTL recognises and commends the Authority for establishing codes of conduct as is required for developing cultures of cybersecurity. CCTL requests that the Authority and other relevant cybersecurity actors engage in dialogue to better understand such codes that are already applied.	CCTL recommends that the Authority engages in focused dialogue to thoroughly address cybercrime and cybersecurity conditions to enhance the effectiveness of efforts.	The Authority agrees that meaningful engagement with concessionaires and other relevant stakeholders is important to the effective development and implementation of cybersecurity measures. The Authority further acknowledges the value of understanding existing industry practices, codes of conduct and emerging risks within the sector and remains open to continued engagement on cybersecurity and cybercrime matters consistent with its statutory mandate. The Authority has amended Conditions A46 to A48 to adopt a proportionate and risk-based approach to cybersecurity obligations. The revised conditions require concessionaires to exercise reasonable endeavours to maintain appropriate safeguards to

					protect the security, integrity and availability of their public telecommunications networks and services and, where applicable, to manage cybersecurity risks through incremental and proportionate measures.
38.	A46	Digicel	As per the said meeting held between the Regulator and Digicel on 19th December, 2025, there was agreement that the consultation on cybersecurity remains open. Therefore, it could not be accepted that mention of codes of conduct or any conclusive material be incorporated into a concession document while consultation remains open on this area.	Digicel looks forward to this clause being re-drafted so that the language reflect that this consultation still remains open and such codes of conduct are not yet finalised or accepted.	The Authority's position is set out at Item No. 37 above.
39.	A46	TTBS	It would be useful to mention national cybersecurity guidelines and standards.	1) Include a reference to TATT'S 'Guidelines for Cybersecurity of Public Telecommunications Networks and Broadcasting Facilities'. 2) Include a reference or a note to the ISO/IEC 27000 series and standards such as ISO/IEC 27001, ISO/IEC 27002, ISO/IEC 27003	TTBS is asked to note that the Authority's Cybersecurity guidelines/ framework references the ISO/IEC 27000 series and standards including the as ISO/IEC 27001, ISO/IEC 27002, ISO/IEC 27005. TTBS is also asked to note that the Cybersecurity Framework also references ITU-T Recommendation X.1051, also known as ISO/IEC 27011.
40.	A46	TTBPA	Cybersecurity and Cybercrime Guidelines for whom? The broadcaster's employees? The Authority (Oct 2024) has "Guidelines for Cybersecurity of Public Telecommunications Networks and Broadcasting Facilities." Are these what should be adopted?		The Authority's cybersecurity framework applies not only to telecommunications providers but also to broadcasting providers. The Authority clarifies that the referenced Guidelines *for Cybersecurity of Public Telecommunications Networks and Broadcasting Facilities* (which was fully consulted on) has been revised and retitled *Cybersecurity Framework for Public Telecommunications Networks and Broadcasting Facilities.*
41.	A46-A48	TSTT	A 46- 48 Cybersecurity and Cybercrime TSTT welcomes the Authority's objective of promoting the security and resilience of public telecommunications networks. TSTT supports constructive engagement on cybersecurity and recognises the importance of cooperation between industry and public authorities.	Conditions 46-48 should be revised as follows:- A46 – (a) The concessionaire shall use reasonable endeavours	The Authority's position is set out at Item No. 37 above. The Authority does not agree that the revised cybersecurity conditions exceed its powers under the Telecommunications Act. The Authority considers

			However, the proposed Conditions A46–A48 raise material legal, structural, and proportionality concerns which warrant reconsideration in their current form. Statutory Authority and Regulatory Scope TATT is established under, and derives its powers exclusively from, the Telecommunications Act. While the Act permits the inclusion of concession conditions relating to the operation of telecommunications networks and services, it does not confer authority on the Authority to establish a national cybersecurity or cybercrime compliance framework. There is no express or implied statutory mandate in the Act authorising TATT to establish a national cybersecurity framework or impose sector-wide cyber risk governance models, or to mandate incident reporting regimes of general application. Conditions A46–A48, as drafted, introduce obligations that extend beyond telecommunications-specific technical safeguards and into areas more appropriately addressed through primary legislation. These include broad cybersecurity governance requirements, mandatory incident notification obligations, and data preservation requirements resembling criminal law and investigative powers. In addition they go beyond technical network integrity, and reasonable operational safeguards, and instead introduce broad cybersecurity governance obligations, undefined "best practice" compliance requirements, mandatory incident notification and reporting, and long term data preservation and obligations resembling criminal evidence retention. In the absence of enacted national cybercrime or cybersecurity legislation, the imposition of such obligations through concession conditions risks exceeding the Authority's statutory mandate and effectively substituting regulatory instruments for Parliamentary enactment.	to maintain appropriate safeguards to protect the security, integrity, and availability of its public telecommunications networks and services, commensurate with: (i) the scale and nature of its operations; (ii) the criticality of the services provided; and (iii) reasonably foreseeable cybersecurity risks. (b) The concessionaire may, on a voluntary and cooperative basis, engage with the Authority and other relevant national bodies on matters relating to cybersecurity awareness, threat information sharing, and resilience enhancement. **A47 –** A concessionaire shall: (a) In designing, operating, and maintaining its networks, apply risk-based security measures informed by: (i) vendor-supported architectures;	that the conditions are reasonably connected to its statutory functions relating to the regulation of telecommunications networks and services and are intended to complement, rather than replace, existing and future legislative and policy frameworks relating to cybersecurity and cybercrime. The Authority has amended Conditions A46 to A48 to adopt a proportionate and risk-based approach to cybersecurity obligations.

			In regulatory law terms, this raises a vires issue as a regulator may not use licence or concession conditions to create obligations that Parliament has reserved for primary legislation. Alignment with Draft National Legislation The Draft Cybercrime Bill establishes criminal offences and carefully circumscribes service provider obligations through judicially supervised mechanisms, including targeted data preservation and disclosure orders. It expressly avoids imposing general monitoring or blanket retention obligations on operators. Similarly, the Draft Cyber Security Agency Bill contemplates a centralised national cybersecurity authority and incident response framework, distinct from sector regulators. The Bill does not impose direct operational cybersecurity obligations on telecommunications operators absent regulations made thereunder. Crucially, the Bill separates sector regulation from national cybersecurity governance. These conditions which impose governance, design, reporting, and compliance obligations directly on operators, effectively collapse this distinction, positioning TATT as a de facto cybersecurity authority, contrary to the Bill's structure. Against this backdrop, Conditions A46–A48 go beyond alignment with the draft legislative framework. They pre-empt legislative choices by imposing obligations that are broader, less defined, and not subject to the safeguards contemplated in the draft Bills. They anticipate, expand, and in some respects contradict the Bills by, bypassing judicial safeguards, and imposing obligations not contemplated by the Bills, and finally by reallocating national cybersecurity functions to a sector regulator.	(ii) recognised international standards or industry practices where practicable; and (iii) its own internal risk management and governance frameworks. (b) For existing networks, cybersecurity risk shall be managed through incremental and proportionate measures, including configuration management, patching, and lifecycle-aligned upgrades, without any obligation for wholesale redesign or premature replacement of network infrastructure. (c) Compliance with this Condition may be demonstrated through internal policies, group-level governance frameworks, or other reasonable means appropriate to the concessionaire's operational context.	

				A48 – The concessionaire shall: (a) Where it becomes aware of a material cybersecurity incident that has a demonstrable and significant impact on the continuity or integrity of public telecommunications services, notify the Authority within a reasonable timeframe, having regard to: (i) the severity of the incident; (ii) the availability of verified information; and (iii) the need to prioritise containment and service restoration. (b) Any information shared pursuant to this Condition may be preliminary in nature and subject to subsequent update as investigations progress. (c) Nothing in this Condition shall be construed as: (i) imposing an obligation to assess the legality of content;	

				(ii) requiring retention or preservation of data beyond what is reasonably necessary for operational, business, or lawful purposes; or (iii) creating obligations inconsistent with any written law or court order.	
42.	A47	CCTL	Regarding A47(c), CCTL firmly believes that acknowledging the existence of a plan via independent certification is appropriate, but requiring its submission for the Authority's unclear purposes is not. In alignment with international best practice, CCTL believes that presenting evidence of certification and statement of applicability of a standard such as ISO 27001 should satisfy the intent of this condition, without compromising efficacy of measures. Concerning A47(d), CCTL believes that the condition is reasonable provided that the Authority further qualifies "significant impact" in this context for avoidance of doubt. As regards 47(e), CCTL questions the practicality of the Authority's proposed approach for a "full incident report" cognisant of the topology of breaches of security or losses of integrity. CCTL seeks the Authority's clarification in this regard but alternatively proffers information staging to satisfy the Authority's requirements for information at the time of a security breach or integrity loss.	CCTL recommends that the Authority eliminates reference to the submission of "cybersecurity framework, plan…" and opt solely for evidence of certification, as applicable in international best practice, to ensure the confidentiality, integrity and efficacy of security measures taken by Concessionaires. CCTL also recommends that the Authority further qualifies "significant impact" as regards A47(d) for avoidance of doubt. CCTL suggests that the Authority adopts a pragmatic staging approach whereby a Concessionaire provides an initial notification with known/high-level facts, followed by a more detailed report once forensic analysis is complete. This approach provides organic, real information	A47(c) The Authority agrees that independent certification to recognised international cybersecurity standards may constitute appropriate evidence that a concessionaire has implemented a cybersecurity framework or plan. The intent of Condition A47(c) is to ensure that concessionaires maintain adequate cybersecurity governance arrangements, not to require routine submission of sensitive security documentation. The Authority disagrees with eliminating the option of a concessionaire submitting its cybersecurity plan. This option may be particularly beneficial for smaller operators and broadcasters that have not obtained independent certification. Accordingly, Condition A47(c) has been revised to permit concessionaires, where applicable, to satisfy this requirement through the provision of evidence of independent certification and related attestations,

				while mitigation measures are being executed.	without requiring submission of detailed cybersecurity frameworks or plans. A47(d) The Authority clarifies that the term "significant impact" is assessed having regard to factors such as the scale, duration, severity and effect of the incident on network integrity, service availability, public safety or consumer data. The sub-clause has been amended to provide further clarity. A47(d) and (e) The Authority accepts the practicality of a staged incident reporting approach. Conditions A47(d) and (e) have been revised to require notification within twenty-four (24) hours of a material cybersecurity incident, containing high-level information, followed by a full report once investigations and forensic analysis have been completed and, where applicable, an interim report for incidents not resolved within five (5) days.
43.	A47(a)	Amplia	The current wording is broad and subjective and does not explicitly reflect a risk-based or proportionate approach to cybersecurity. It does not take into account differences in operator scale, service criticality, or threat exposure. Clarification is recommended to ensure that cybersecurity measures are assessed having regard to risk level, scale of operations, criticality of services, and reasonably foreseeable threats based on available threat intelligence and industry experience.		The Authority's position is set out at Item No. 42. above. The Authority notes that Conditions A46 to A48 have been revised to adopt a proportionate and risk-based approach to cybersecurity obligations. The revised conditions require concessionaires to exercise reasonable endeavours to maintain appropriate safeguards having regard to the nature of their operations and applicable cybersecurity risks.

44.	A47(b)(i)	Amplia	The intent of this clause is reasonable and aligned with secure-by-design principles. Clarification would be beneficial to indicate that network design should be based on reasonable security principles and vendor-supported architectures, informed by recognised international best practices where practicable, while allowing flexibility based on the operator's scale, resources, and operational context.		The Authority's position is set out at Item No. 42 above. The Authority has amended Conditions A46 to A48 to adopt a proportionate and risk-based approach to cybersecurity obligations and notes that Condition A47 reflects the use of recognised cybersecurity measures and practices appropriate to the concessionaire's operational context.
45.	A47(b)(ii)	Amplia	The requirement that existing networks be "redesigned and developed" could be interpreted as creating an obligation for fundamental redesign or accelerated replacement of existing infrastructure, including legacy platforms that remain vendor-supported and operationally fit for purpose. Clarification is recommended to avoid any implication of mandatory wholesale redesign. Instead the focus on reasonable, incremental risk-reduction measures, such as configuration hardening, patch management, vendor-supported security enhancements, and lifecycle-aligned upgrades, taking into account operational feasibility, service continuity, and commercial practicality.		The Authority's position is set out at Item No. 42 above. The Authority has amended Condition A47 to provide that cybersecurity risks in existing networks may be managed through incremental and proportionate measures, including configuration management, patching and lifecycle-aligned upgrades, without any unreasonable obligation for wholesale redesign or replacement of network infrastructure
46.	A47(b)(iii)	Amplia	This provision is generally reasonable; however, clarification would be helpful to confirm that "maintained" refers to maintenance in accordance with vendor support models and established operational change-management practices. Without such clarification, there is a risk that changes could be implemented outside vendor guidance, potentially affecting network stability.		The Authority's position is set out at Item No. 42 above. The Authority clarifies that cybersecurity measures should be implemented in a manner appropriate to the concessionaire's operational environment and consistent with maintaining the security, integrity and availability of its networks and services.
47.	A47(c)	Amplia	This clause may create uncertainty regarding what constitutes acceptable "best practice," particularly given differences in operator maturity, resourcing, and		The Authority's position is set out at Item No. 42 above. The Authority recognises that concessionaires may demonstrate compliance

			governance models. Clarification is recommended to ensure flexibility for operators to demonstrate compliance in a practical and proportionate manner, including through existing internal frameworks, risk management processes, or group-level cybersecurity governance arrangements where applicable. Without such clarification, there is a risk of increased compliance costs or pressure to pursue formal certifications that may not be appropriate or feasible in all cases.		through a range of appropriate governance arrangements and has revised Condition A47(c) to provide flexibility in satisfying the requirements of the condition.
48.	A47(c)	TTPBA	No-one has funds to get ISO certified. What certification is TATT suggesting?		The Authority acknowledges that becoming ISO certified may be costly, particularly for smaller operators and broadcasters. TTPBA is asked to note that recommended measure one (1) of the cybersecurity framework urges operators and broadcasters to adopt the ISO 27001 standard under the controls specified in ITU-T Recommendation X.1051 and therefore does not require broadcast facilities to be ISO certified. The Authority also clarifies that Condition A47(c) does not require concessionaires to obtain ISO certification or any other specific third-party certification The certification referred to in Condition A47(c) is one which verifies that a cybersecurity plan outlining acceptable cybersecurity practices and benchmarks does exist. This certificate would be granted by an accredited organization. Alternatively, concessionaires may demonstrate compliance through the development and submission of a robust, concessionaire-developed cybersecurity plan appropriate to the nature and scale of their operations

49.	A47(d)	Amplia	The requirement to notify the Authority "as soon as possible" is vague and may be difficult to apply in practice during an active cybersecurity incident, when information may be incomplete and resources are focused on containment and recovery. Clarification is recommended to allow notification within a reasonable timeframe, based on the nature, severity, and material impact of the incident, recognising that initial notifications may be preliminary and subject to update as further information becomes available.		The Authority's position is set out at Item No. 42 above. The Authority accepts the practicality of a staged incident reporting approach. Accordingly, Conditions A47(d) and (e) have been revised to require notification within twenty-four (24) hours of a material cybersecurity incident containing high-level information, followed by a full report once investigations and forensic analysis have been completed and, where applicable, an interim report for incidents not resolved within five (5) days.
50.	A47(e)	Amplia	In practice, full details such as root cause, scope of impact, and remediation timelines may not be available within the initial reporting window. This provision would benefit from permitting an initial report based on available information, followed by a more comprehensive report once the incident has been fully investigated and resolved.		The Authority's position is set out at Item No. 42 above.
51.	A48	Anonymous Member of the Public	Proposed Condition A48 aims to introduction a concession obligation on takedown procedures for content that 'gives rise to civil or criminal liability'. This is clearly importing provisions for intermediary liability that already exists in PART VI of the Electronic Transactions Act Cha 22:05 (E-Transactions Act'). The concern here is whether such a parallel/duplicative regulatory regime for the liability of telecommunications network/service providers (as communication intermediaries) is necessary and justifiable. For ease of reference, the existing regime as is summarised as follows. Section 50 of the E-Transactions Act adopts a 'mere conduit' approach to liability shields for intermediaries (defined broadly enough under Section 2 to cover both telecom network providers and telecom service	Reconsider the rationale of proposed A48 in light of the possible disruptions to the existing legal framework for intermediary liability. If a policy decision is made that it is to be kept, then consider placing this is Sections B and C of the concession, and not	The Authority has revised Condition A48. The revised condition, which is now preceded by the phrase "Subject to any written law", addresses concerns regarding legal basis and due process. The Authority does not consider that the revised condition is inconsistent with or intended to replace the framework established under the Electronic Transactions Act. Rather, the condition is intended to complement existing legal obligations applicable to concessionaires. The revised Condition: • Retains the obligation to take reasonable measures and cooperate with the Authority or other relevant legal authorities to remove

			providers). This means that there is a presumption of non-liability unless there is actual knowledge or constructive knowledge (reasonable likelihood) of problematic content. Upon acquiring actual knowledge of unlawful material, the intermediary may insulate themselves from liability by follow the specific procedures of Section 51, and remove the information in question and (possibly) ceasing service provision to the offending party. Comparing the substantive provisions under the E-Transactions Act with the proposed condition A48 raises multiple concerns about proportionality and robustness. (i) The proposed condition does not contain a public interest and proportionality safeguard akin to Section 50(3) of the E-Transactions Act which clarifies that the intermediary is under no obligation to actively monitor transmissions; (ii) The proposed condition does not contain a safeguard akin to Section 51(3) of the E-Transactions Act which creates an offence for those who abuse the notification system through misrepresenting facts; and (iii) The proposed condition does not foresee room for nuanced content removal procedures, including a right of response for aggrieved parties (such as users who might rebut claims of unlawful conduct through factual clarifications or affirmative defences). Section 52 of the E-Transactions Act foresees the development of 'codes of conduct and standards for intermediaries and telecommunications service providers'. While such codes have not yet been developed and implemented, international		data messages or electronic records from any information system within the concessionaire's control where the concessionaire has actual knowledge that such material gives rise to civil or criminal liability. • Retains the obligation to notify appropriate law enforcement authorities and provide relevant information where the concessionaire reasonably suspects that a data message or electronic record in its possession or control may give rise to a criminal offence. • Removes the five-year data retention obligation previously contained in the draft and replaces it with an obligation to cooperate with law enforcement authorities on matters relating to cybercrime. • Includes a clarificatory note that any information shared pursuant to the condition may be preliminary in nature and subject to subsequent updates and that nothing in the condition shall be construed as imposing a general obligation to monitor data messages or electronic records, an obligation to assess the legality of content, or a requirement to retain or preserve data beyond what is reasonably necessary for operational, business or lawful purposes. The revised condition also defines "actual knowledge" as knowledge brought to the attention of the concessionaire through: (i) a court order; or (ii) formal notification from the Minister with responsibility for National Security or such agency as is expressly designated by the Minister.

			practice shows that a common feature of such 'notice and takedown' regimes is a right of response for affected users. Overall, the proposed condition creeps into territory already covered under other legal instruments without due consideration for the effects on users, compliance costs for service providers themselves, and the complexities of takedown procedures. Since the concession is essentially a private contract between the government and the concessionaire, it is not an appropriate forum to address third-party behaviour. However, importing these provisions into the concession might undermine the delicate balance of interests that frame the E-Transaction Act's existing framework. More generally, a parallel system of intermediary liability provisions risks creating legal uncertainty which is contrary to the Telecommunication Act's fundamental objective of orderly development of the sector. Section 50(2) of the E-Transactions Act does clarify that intermediaries need to still comply with regulatory requirements and contractual obligations. This means that a parallel/duplicative concession condition is permissible. However, parallel regulatory approaches based on different principles do not auger well for overall policy coherence within the broader ICT framework. Furthermore, if there are conflicting regimes, there should be deference to the provisions of the E-Transactions Act as primary legislation (which the concession agreement is fundamentally not). It is also noted that proposed A48 appears in the concession sub-section on Cybersecurity and Cybercrime (A46 to A48). In importing the E-Transactions Act's principles into A48, the reference to		

			'civil and criminal liability' are kept. This thus captures IP infringement claims (as a form of civil liability) even though (i) the surrounding provisions imply a focus on cybercrime (i.e., limited to criminal liability), and (ii) there are separate proposed provisions in the concession on IP compliance. It is incumbent to clarify why there is indeed explicit intention to include civil liability in these provisions. Presumably, this might not be the intent given that proposed A48(a)(i)/(ii) explicitly refer to criminal investigations. Fundamentally, it was the explicitly intent of the legislature to adopt a 'horizontal' approach to intermediary liability, in which the applicable provisions of the E-Transactions Act apply for content that raises any form of tort/civil liability or criminal liability. Developing a parallel regime specifically 'telecom intermediary intellectual property liability', is at odds with this specific legislative intent. By attempting to import provisions of the E-Transactions Act into the domain of telecommunications regulation, this key feature of the E-Transactions Act itself is potentially undermined. Lastly, placement of proposed condition A48 in in Section A of the concession needs reconsideration. Since A48 is clearly derived from the E-Transactions Act, one needs to keep in mind that it is meant to apply to 'intermediaries' that do not themselves initiate transmissions and hence benefit from the 'mere conduit' approach. This includes public telecommunications network operators and public telecommunications service providers, but not public broadcasting service providers (who by definition always initiate a transmission and have constructive knowledge of the transmitted content). By importing these provisions into Section A of the concession (which applies to all		

			concessionaires), these provisions now also apply to broadcasters. It is not clear how this expansion of application scope will work for broadcasters, especially given that proposed A48 itself refers explicitly to 'telecommunications services'. If the provision is not relevant to all concessionaires, then it should not be in Section A as this only creates legal uncertainty.		
52.	A48	CCTL	CCTL notes a material concern with the proposed condition which provides that a Concessionaire, upon obtaining “actual knowledge” of a data message or electronic record giving rise to civil or criminal liability, must remove the relevant data message or electronic record from any information system under its control, cease providing telecommunications services in relation to that information, or take any other action authorised by written law or as directed by the Authority. As presently drafted, this obligation is overly broad and does not sufficiently account for the legal and operational requirements associated with evidence preservation, forensic integrity, and the imposition of lawful holds. The condition, in its current form, risks compelling the premature alteration or deletion of records that may be necessary for ongoing or prospective investigations, court proceedings, or statutory compliance. Regarding A48a(iii), CCTL currently employs a practice of retaining records for 18 months, which is consistent across all affiliated markets of its parent company. It is CCTL’s considered view that given the volatility of these evidentiary elements, and technical and administrative burdens in maintaining same, the practice is sufficient to facilitate cyber investigations, court proceedings, and any other lawfully intended purpose.	CCTL recommends that the proposed condition A48(a)(i) be revised to ensure that the removal or restriction of any data message or electronic record occurs only where supported by an explicit and lawful basis. Such actions should be tied to applicable legislation, judicial oversight, or properly issued investigative requests—not triggered solely by reference to actors with de jure authority. This approach is essential to uphold due process, safeguard evidentiary integrity, and prevent premature deletion or alteration of information that may be required for legal or investigative purposes. CCTL also recommends that the retention period in A48(a)(iii) be revised downwards to industry practice, such as eighteen (18) months, considering the implications for longer retention periods, while still supporting the lawful aims and processes requiring such evidence.	The definition of "actual knowledge" has been amended to remove reference to notification by the Authority and to limit actual knowledge to knowledge arising from a court order or notification by the Minister with responsibility for National Security or a designated agency. In addition, Condition A48(a) has been amended to provide that the removal of any data message or electronic record giving rise to civil liability may only occur pursuant to a court order. The retention clause has been removed. The Authority also intends to develop a notice-and-takedown procedure, which will be subject to stakeholder consultation, to provide further guidance on the implementation of this Condition.

53.	A48	Digicel	Digicel is of the view that "actual knowledge" needs to be defined. (as done in section 47) be added in to read together with section 48 as well.	Definition of "actual knowledge" (as done in section 47) be added in to read together with section 48 as well.	The Authority's position is set out at Item No. 52 above. Accordingly, the revised concession includes a definition of "actual knowledge", which limits actual knowledge to knowledge arising from a court order or notification by the Minister with responsibility for National Security or a designated agency.
54.	A48(a)	Amplia	Clarification may be required to ensure that obligations relating to the security and preservation of data are limited to data and records generated or controlled by the operator in the course of providing network services. Without such clarification, the provision could be interpreted as extending to content-level or application-level data managed by third-party service or content providers, which would be disproportionate to the operator's role and technical control.		The Authority's position is set out at Item No. 52 above. The Authority notes that the revised condition applies to data messages or electronic records within an information system under the concessionaire's control. The Authority does not intend the Condition to impose obligations in respect of systems, content or applications that are not under the concessionaire's control.
55.	A48(a)(i)	Amplia	Clarification is recommended to distinguish between network-level data and records generated by the operator and content-level or application data generated and managed by third-party platforms. Operators can reasonably secure data within their custody and control; however, extending this obligation to data not created or managed by the operator may introduce significant technical and security challenges without a corresponding reduction in risk.		The Authority's position is set out at Item No. 52 above. The Authority notes that the revised condition applies to data messages or electronic records within an information system under the concessionaire's control. The Authority does not intend the condition to impose obligations in respect of systems, content or applications that are not under the concessionaire's control. Further guidance on the implementation of this Condition will be addressed through the proposed notice-and-takedown procedure.
56.	A48(a)(iii)	Amplia	Even when interpreted as applying only to network-level data generated by the operator, a uniform		The Authority's position is set out at Item No. 52 above. Having considered stakeholder concerns

			mandatory five-year retention period for all such data is not proportionate, given the scale and purpose of high-volume operational records and the limited regulatory value of long-term retention for many such datasets. Extended retention may also increase security risk by enlarging the volume of sensitive information held over time.		regarding proportionality, operational burden and data retention, the retention clause has been removed from the revised concession.
57.	A49-A53	TSTT	Conditions A 51 and 53 Condition 51 – TSTT has serious concerns regarding the practicality and legal certainty of proposed Condition 51 of the revised Concession. As drafted, Condition 51 appears to impose an obligation on the operator to ensure that end-user equipment does not give rise to civil or criminal liability. This is not a practical or legally sustainable obligation for a telecommunications operator. Telecommunications operators do not design, manufacture, control, or certify end-user equipment beyond ensuring that such equipment meets technical interface and network compatibility standards. Whether particular equipment gives rise to civil or criminal liability depends on: (i) the manner in which the equipment is used; (ii) the intent of the end user; (iii) factual circumstances specific to a given case; and (iv) determinations made by courts or law enforcement authorities. These matters are outside the operator's knowledge, control, and competence, and cannot be assessed ex ante by an operator acting in its role as a network or service provider.	Conditions A 49, 50 and 52 are amenable. However, TSTT recommends that Condition 51 and 53 be revised as follows:- Condition 51 – The concessionaire shall take reasonable steps to ensure that end-user equipment connected to its public telecommunications network complies with any technical standards, specifications, or approval requirements prescribed under the Act or any regulations made thereunder. Condition 53 – The concessionaire shall, in accordance with any Regulations relating to number portability, provide, to the extent technically feasible, number portability when required to do so and in accordance with the requirements prescribed, by the Authority.	The Authority clarifies that Condition A51 is intended to apply to equipment that is owned or controlled by the concessionaire or equipment which the concessionaire is aware has been modified or retrofitted to facilitate unlawful conduct. The condition does not require concessionaires to make legal determinations regarding the civil or criminal liability of end users. The Authority further notes that the obligation is limited to cooperation with the relevant authorities and the taking of reasonable measures within the concessionaire's control. The Authority submits that the revision to A53 is not ultra vires the Act. The Act states in section 25(2)(j) that a concessionaire is required to provide number portability to the extent technically feasible and '*when required to do so and in accordance with the requirements prescribed by the Authority'*.

			Further, the Telecommunications Act does not impose a duty on operators to assess or police potential civil or criminal liability arising from customer equipment. Such an obligation would effectively require operators to make legal judgments properly reserved to courts and enforcement authorities. Any obligations relating to end-user equipment should be limited to technical compliance with prescribed standards under the Act, and should not extend to speculative assessments of legal liability. Condition 53 – Notwithstanding the fact that both fixed and mobile number portability have been implemented in Trinidad and Tobago, there are serious concerns regarding proposed Condition 53 relating to number portability. Condition 53 purports to require the operator to implement number portability "when directed by the Authority and in the manner directed by the Authority". This formulation raises a clear ultra vires concern. Under the Telecommunications Act, Number portability is a sector-wide regulatory mechanism, not an ad hoc concession-specific obligation. The Act contemplates that such mechanisms are to be implemented through regulations or formal frameworks, made by the Minister on the recommendation of the Authority, rather than through open-ended discretionary directions to individual concessionaires. By reserving to itself the ability to decide if number portability must be implemented, when it must be implemented, and dictate how it must be implemented,		

			Condition 53 effectively allows the Authority to legislate by direction, rather than through the statutory instruments contemplated by the Act. Accordingly, TSTT submits that Condition 53, in its current form, exceeds the Authority's powers under the Act and is ultra vires. Any obligation to implement number portability should instead arise only pursuant to regulations or a formal national number portability framework made in accordance with the Act and on a uniform, transparent, and sector-wide basis. TSTT therefore requests that both conditions be reconsidered and revised to align with the Act, principles of regulatory certainty, and the practical realities of telecommunications operations.		
58.	A51	CCTL	CCTL seeks clarification from the Authority on the intended scope and effect of the proposed modification, particularly regarding the expectations placed on Concessionaires in relation to unauthorised end user equipment, where such equipment is neither supplied, managed, nor controlled by the Concessionaire.	CCTL recommends that the Authority clarifies the intention of this Condition and requests that its language is refined for avoidance of doubt.	The Authority clarifies that Condition A51 is intended to apply to equipment that is owned or controlled by the concessionaire or equipment which the concessionaire is aware has been modified or retrofitted to facilitate unlawful conduct. The condition does not require concessionaires to make legal determinations regarding the civil or criminal liability of end users. The Authority further notes that the obligation is limited to cooperation with the relevant authorities and the taking of reasonable measures within the concessionaire's control. In addition, the Condition has been amended to include the following provision: "*No action shall be brought by the Authority against the concessionaire for any act done in good faith*

					under this condition and pursuant to a lawful direction from the Authority.”
59.	A54-A56	TSTT	Condition 54 to 56 and Schedule F -Quality of Service Obligations The telecommunications sector in Trinidad and Tobago has been liberalised for approximately twenty years. During this period, quality of service (“QoS”) oversight has been addressed through a combination of general licence obligations, consumer protection mechanisms, and market forces. In 2015, following consultation, the Authority published the Draft Telecommunications (Consumer) (Quality of Service) Regulations, 2015. Despite this process, those Regulations have not been promulgated to date. Against this backdrop, TSTT is concerned that Conditions A54–A56 and Schedule F of the revised Concession effectively introduce a comprehensive and prescriptive QoS regime through licence conditions, rather than through the regulatory framework contemplated by the Telecommunications Act. Moreover, TSTT and Amplia further note that the telecommunications market in Trinidad and Tobago is fully liberalised and highly competitive, with multiple service providers competing across price, coverage, innovation, and customer experience. In such an environment, quality of service and customer care are not merely regulatory compliance matters, but critical commercial differentiators. Customer service performance directly influences customer acquisition, retention, and churn. As a result, operators already have strong commercial incentives to invest in network reliability, fault resolution, customer support systems, and service innovation in order to meet	TSTT recommends that Condition A 54 remains as is and that Conditions A 55 and A 56 be deleted along with Schedule F. TSTT urges TATT conclude the consultation on the Quality of Service Regulations.	TSTT is asked to note that apart from the decapitalization of certain words, no amendments were made to clauses A54, A55 or A56**.** The Authority responds to the comments by TSTT with respect to Schedule F to state that apart from consumer related quality of service standards, Schedule F also contains standards pertaining to telecommunications network quality of service a. The Authority recognises that a concessionaire may not be capable of meeting all standards on execution of the concession. Accordingly, Condition A55 has been amended to include the words: “…o*r any other period that the Authority deems appropriate for a specific indicator, having regard to any representations made by the concessionaire*.” With regard to metrics that are influenced by factors outside of a concessionaire’s control, reference is made to Condition A26 which allows for notification to the Authority, where there are factors preventing the fulfilment of regulatory obligations. While the Authority agrees to the deletion of Condition A56, the Authority does not agree to TSTT’s recommendation for the deletion of Condition A55 and Schedule F. The Authority has in lieu amended the condition to require concessionaires to use their best endeavours to conform to Schedule F.

			and exceed customer expectations. Failure to do so results in immediate and measurable consequences in the form of customer dissatisfaction, switching behaviour, and reputational harm. Accordingly, operators in Trinidad and Tobago are not indifferent to service quality. On the contrary, ensuring high levels of customer service is an essential component of competitive strategy and long-term sustainability. This competitive dynamic has historically driven continuous improvements in service quality across the sector, independent of prescriptive regulatory intervention. Against this background, any quality-of-service framework should complement, rather than displace, these market incentives. A rigid, overly prescriptive set of metrics embedded in concession conditions risks constraining operators' ability to innovate in customer service delivery and to respond dynamically to evolving customer expectations. Feasibility of Schedule F Schedule F sets out an extensive and highly detailed set of quality of service metrics covering service provisioning, fault repair, service availability, customer service responsiveness, and network performance. The practical feasibility of Schedule F, as currently drafted, raises significant concerns. First, Conditions A55 and A56 require full compliance with Schedule F, and public publication of performance against those benchmarks, within six (6) months of commencement. In the absence of formally promulgated QoS Regulations, this effectively makes Schedule F a de facto regulatory instrument, without the		

			benefit of a dedicated regulatory process, as contemplated under the Act or agreed measurement methodologies, or phased implementation timelines. Secondly, meaningful compliance with Schedule F would require substantial changes to systems, processes, monitoring tools, and reporting frameworks. Many of these changes involve dependencies on vendors, legacy platforms, and third-party service providers. A six-month implementation window is therefore unlikely to be sufficient to design, implement, stabilise, and validate the required measurement and reporting systems in a consistent and auditable manner. Thirdly, a number of the metrics in Schedule F are influenced by factors outside the operator's direct control, including customer readiness, access technology, geographic conditions, and customer-side equipment. Without clear definitions of scope, measurement methodology, exclusions, and force majeure-type exceptions, there is a material risk that operators may be deemed non-compliant despite acting reasonably and in good faith. Finally, it is unclear whether the values set out in Schedule F are intended to operate as indicative benchmarks or absolute service guarantees. In the absence of such clarification, Schedule F may impose obligations that are not technically achievable on a uniform basis across all services, technologies, and operating environments. Comparison with Schedule I of the Draft Quality of Service Regulations There are important structural and substantive differences between Schedule F of the revised		

			Concession and Schedule I (Customer Service Indices) of the Draft Quality of Service Regulations. Schedule I of the draft Regulations was designed to operate within a comprehensive regulatory framework, which included: (i) clearly defined indicators and standards; (ii) prescribed data collection systems subject to Authority approval; (iii) phased implementation periods of up to eighteen months; (iv) flexibility for existing and new providers; and (v) explicit mechanisms for review, amendment, and ministerial oversight. By contrast, Schedule F is embedded directly in individual concessions rather than in sector-wide regulations and lacks an explicit approval process for measurement methodologies and data collection systems. It does not provide for differentiated implementation timelines based on the nature of the standard and applies uniformly, without the broader procedural safeguards contemplated by the draft Regulations. In addition, the draft Regulations expressly recognised that customer service indices and QoS standards must evolve over time and provided for amendment by Ministerial Order following recommendation by the Authority. Schedule F, as drafted, does not contain an equivalent mechanism, raising concerns about rigidity and long-term adaptability.		
60.	A55, A56 & Schedule F	Amplia	These provisions effectively require full compliance with the quality-of-service benchmarks set out in Schedule F, and public publication of those benchmarks, within six months of commencement, notwithstanding		The Authority's position is set out at Item No. 59 above.

			the absence of formally promulgated quality-of-service regulations. Given the level of detail and prescriptiveness in Schedule F, meaningful compliance may require changes to systems, processes, monitoring tools, and reporting frameworks, some of which involve dependencies on vendors and third parties. Clarification regarding implementation timelines, measurement methodologies, and whether specified values are intended as benchmarks or targets would help ensure the framework is technically feasible, proportionate, and adaptable, while still supporting the Authority's service-quality objectives.		The Authority clarifies that the quality-of-service indicators set out in Schedule F are intended to establish measurable service standards in furtherance of the Authority's statutory mandate to protect consumers and promote service quality. These indicators are intended to provide transparent performance benchmarks. To address concerns regarding implementation flexibility, the Authority has amended Condition A55 to include the words: "*… or any other period that the Authority deems appropriate for a specific indicator, having regard to any representations made by the concessionaire.*"
61.	A60-A61	TSTT	Access to telecommunications The Telecommunications Act empowers the Authority to regulate access to telecommunications networks and facilities in accordance with the Act and regulations made thereunder. That power is procedural and facilitative, aimed at ensuring fair access and interconnection, not at granting the Authority a discretionary veto or approval power over the continuation of service in private commercial disputes. The provisions in the Act as they relate to impairing or terminating telecommunications services are set out in section 24(1)(i) of the Act. The Act does not speak to "access" to telecommunications and as such as drafted this Condition violates administrative law principles of legality (public bodies must act within their enabling statute).	TSTT recommends that Conditions A 60 and A 61 be deleted as section 24(1)(i) of the Act is applicable.	Condition A60 (renumbered A59) has been retained. The Authority clarifies that this condition does not only give effect to section 24(1)(i) of the Telecommunications Act but also incorporates obligations under the Access to Facilities Regulations, including Regulation 3, which provides that a concessionaire shall neither withdraw nor impair access once granted except where authorised by the Authority or in accordance with a dispute resolution process under section 82 of the Act. Condition A61 (renumbered A60) has also been retained. The condition complements the Access to Facilities Regulations by requiring no less than thirty (30) days' prior notification of an intention to terminate access to a relevant network or facility, thereby allowing the Authority to monitor and respond to matters that may affect continuity of service.

62.	A62	TSTT	Proposed Condition A63 of the Revised Concession conflicts with section 30 of the Telecommunications Act, Chap. 47:31 and is therefore unlawful. Section 30 establishes an exhaustive statutory regime governing the amendment, suspension or termination of concessions. It confers those powers solely on the Minister, prescribes specific grounds on which they may be exercised, and requires adherence to procedural safeguards, including notice and due process. These requirements reflect Parliament's intention that concession rights may only be altered in accordance with the Act. Condition A63 purports to permit the unilateral imposition of new obligations or variations to concession rights outside the section 30 framework, and in advance binds the concessionaire to accept such changes. In doing so, it circumvents the mandatory statutory procedure and effectively allows the Act to be overridden by a subordinate instrument. As a matter of public law, a concession condition cannot lawfully enlarge regulatory powers beyond those conferred by statute. Condition A63 is therefore ultra vires, undermines procedural fairness, and is inconsistent with the objects of the Act, including transparency, legal certainty, and fair competition. Accordingly, Condition A63 would be void and unenforceable to the extent of its inconsistency with section 30 of the Act.	It is recommended that Condition A 62 should read as follows: A62. This concession or the terms and conditions of any Authorisation granted in this concession in accordance with the provisions of the Act.	The Authority does not agree that Condition A62 is inconsistent with section 30 of the Telecommunications Act or otherwise ultra vires. Condition A62 gives effect to section 22(3)(b) of the Act, which expressly contemplates the amendment of a subsisting concession in specified circumstances, including force majeure, national security, changes in national legislation and the implementation of international obligations. Accordingly, the condition does not enlarge the Authority's regulatory powers or circumvent the statutory framework governing concessions but reflects the circumstances contemplated by the Act under which amendments to a subsisting concession may be required.
63.	A67-A68	TSTT	Condition A 67 Requiring notification of a change in brand name, particularly where a concessionaire operates multiple	It is recommended that Condition A 67 be revised in sub clause (a) by deleting the reference to "brand".	A67 The Authority notes TSTT's comments regarding the regulatory relevance of branding and trade name

			sub-brands, is not inherently a regulatory oversight function under the Telecommunications Act. The Act regulates networks, services, legal control, and market conduct, not commercial branding strategies. Branding, trade names, and sub-brands are commercial and marketing constructs, not telecommunications networks or services in themselves. Where multiple sub-brands operate under a single concessionaire, no legal, technical, or economic change necessarily occurs that would affect: (i) compliance with concession conditions, (ii) market power, (iii) quality of service, or (iv) consumer rights under the Act. Accordingly, a mandatory notification requirement for brand changes risks regulatory overreach, as it regulates a commercial activity rather than a matter requiring sectoral oversight. To the extent that A68 elevates branding to a matter akin to a transfer, change of control, or amendment of authorisation, it is ultra vires, inconsistent with the Act, and unenforceable. Accordingly, a mandatory notification requirement for brand changes risks regulatory overreach, as it regulates a commercial activity rather than a matter requiring sectoral oversight. Condition A68 Changes in shareholding that are material are already comprehensively regulated under Condition A15 (Transfer of Concession / Change of Control). A15 reflects the Act’s focus on control, not ownership	In addition, Condition A 68 should be deleted.	changes but does not agree with the recommendation to remove references to brands from Condition A67. The Authority does not regulate commercial branding strategies or the use of sub-brands as such. However, where a concessionaire offers authorised services to the public under a particular brand or trade name, any change to that public-facing identifier may have implications for consumer awareness, complaints handling and public communications. Accordingly, the Authority considers it reasonable to require notification of any change to the brand or trade name under which authorised services are offered. This notification requirement is for information purposes only and does not require the Authority's approval. A68 The Authority accepts that changes in shareholding are relevant for regulatory purposes only where such changes result in a change of control of a concessionaire. In those circumstances, the applicable notification and approval requirements are already addressed under Condition A15, which governs transfers of concession and changes of control. The Authority's regulatory oversight is therefore appropriately engaged where a shareholding change has a material impact on control, governance or the ability to operate authorised networks or services.

			fluctuations per se. By separately regulating "changes in shareholding," Condition A68 duplicates and expands A15, creating uncertainty as to which provision governs and lowering the statutory threshold from change of control to any shareholding change. The Telecommunications Act regulates control and ownership where it affects the ability to operate a network or service. It does not require notification or approval of ordinary share transfers. By treating shareholding changes, without reference to control, as a regulatory trigger, A68 creates a new obligation not contemplated by the Act, amounting to an ultra vires expansion of regulatory power. For publicly listed concessionaires, shares are bought and sold continuously on the market, often without the company's knowledge at the time of trade. A requirement to notify the Authority of shareholding changes would be, impractical and unworkable and Impossible to comply with in real time. In addition it would be inconsistent with securities law, which already regulates disclosure through materiality thresholds as well as disproportionate, as it would require regulatory reporting for changes that have no effect on control, governance, or operations. This would place publicly traded operators at a structural disadvantage and introduce regulatory risk unrelated to telecommunications oversight. Condition A68 is unnecessary, duplicative, and inconsistent with the Telecommunications Act. Shareholding changes are already adequately addressed where they matter, through control thresholds under A15 and the Act itself. Extending regulation to routine share trading, particularly for publicly listed companies, exceeds lawful regulatory scope and is unenforceable in practice.		Condition A68 has accordingly been removed, with changes of control continuing to be regulated under Condition A15.

64.	A69-A70	TSTT	A 70 The protection of personal data is a laudable, and an internationally recognised regulatory objective. Strong data protection frameworks enhance consumer trust, support digital transformation, and align domestic regulation with global norms on privacy, and responsible data governance. Any data protection obligations in the Concession must be strictly limited to what is currently in force under written law and to matters directly incidental to telecommunications regulation. The Data Protection Act, 2011 has only been partially proclaimed. While certain foundational provisions (definitions, general privacy principles, limited obligations on public bodies) are in force, critical elements remain unproclaimed, including: (i) establishment and full operation of the Information Commissioner; (ii) enforceable data subject rights (access, correction, challenge); and (iii) complaints, enforcement, review and penalty mechanisms To the extent that Condition A70 seeks to impose obligations that mirror, rely upon, or enforce provisions of the Data Protection Act that are not yet in force, it exceeds the Authority's lawful powers. A regulatory authority cannot give operative effect, through concession conditions, to statutory provisions that Parliament has expressly not yet proclaimed. This constitutes an ultra vires attempt to accelerate or substitute for legislative commencement.	Condition A 69 is amenable. However, it is recommended that Condition A 70 be deleted in its entirety and replaced with the following: A 70. The concessionaire shall comply with provisions of the Data Protection Act when proclaimed.	A70 (renumbered A69 has been retained. The Authority clarifies that Condition A70 does not impose obligations or enforce provisions of the Data Protection Act that are not yet in force. All the provisions from A70 are derived from section 6 of the Data Protection Act's General Privacy Principles; which section came into operation by virtue of Legal Notice No. 2 of 2012. Accordingly, the Authority is not seeking to enforce un-proclaimed provisions of the Data Protection Act, nor is it assuming the role of a de facto Data Commissioner. The condition has also been qualified with the phrase "Subject to written law", thereby clarifying that the obligations contained therein operate within the framework of applicable law.

			Further, by imposing compliance, oversight, or enforcement-style requirements in the absence of an operational Information Commissioner, the Authority effectively places itself in the role of a de facto Data Commissioner, a function reserved by statute to an independent office to be established. This is inconsistent with the statutory scheme of the Data Protection Act and contrary to separation of functions envisaged by Parliament. The Telecommunications Act empowers the Authority to regulate telecommunications networks and services, including matters such as quality of service, consumer protection, confidentiality, and security of information within the telecommunications context. However, the Act does not confer a general mandate to regulate personal data protection as a standalone regime nor does it authorise the Authority to enforce another statute—particularly one that is only partially in force. While limited confidentiality and information handling obligations may be justifiable where directly incidental to telecommunications regulation, Condition A70 goes beyond that scope where it, imports full data protection concepts not yet lawfully operative and creates parallel or substitute enforcement expectations. In addition, it purports to regulate personal data processing generally, rather than telecommunications-specific conduct. In doing so, Condition A70 risks conflicting with the Telecommunications Act by expanding the Authority's role beyond what section 18 permits and by indirectly amending the statutory balance struck by Parliament between sectoral regulation and horizontal data protection law.		

SECTION B					
65.	B6	CCTL	The modifications, as drafted, do not adversely affect the operation, maintenance, or anticipated development of the public telecommunications network.	Accordingly, CCTL has no issue with the proposed modifications.	The Authority thanks CCTL for its comments.
66.	B7	Amplia	Clarification is recommended to ensure that any network or GIS information provided is limited to what is strictly necessary and subject to appropriate cybersecurity, access control, confidentiality, and data-handling safeguards following submission. In addition, flexibility in data formats would be helpful, recognising that such information may be held across multiple systems that do not support direct export into prescribed formats, and to avoid disproportionate integration or operational burdens.		The Authority clarifies that any request for information under Condition B7 will be made in connection with the performance of its statutory functions under the Telecommunications Act. All information received remains subject to the confidentiality protections under section 80 of the Act. With respect to format, the Authority clarifies that where a GIS format is requested, such requirement will be applied reasonably and with due regard to existing technical and operational constraints. The revised concession provides that routing and location information may be submitted in a stipulated GIS file format or in such other format as the Authority may reasonably require. Accordingly, where a concessionaire is unable to provide information in a specified GIS format, the Authority may accept information in another reasonably available format, provided that the information supplied is sufficient to enable the Authority to effectively perform its statutory functions under the Act.
67.	B7	CCTL	CCTL has no substantive objections to the proposed changes. However, with respect to the requirement that all routing and location information be submitted in a prescribed GIS format, CCTL notes that compliance may not be practicable at this time given current systems, tools, and data-management capabilities.	CCTL recommends that the condition be clarified or amended to allow for: • Submission of routing and location information in PDF or other commonly used digital formats, and	The Authority that CCTL has no substantive objections to the proposed changes but raises concerns regarding the practicability of submitting routing and location information in a prescribed GIS format given current systems and data-management capabilities.

				• Submission in GIS format where reasonably practicable or by mutual agreement with the Authority. This approach would ensure regulatory oversight objectives are met while recognising current operational and technical constraints	The Authority clarifies that any requirement for information to be provided in GIS format will be applied reasonably and with due regard to existing technical and operational constraints. The revised concession provides that routing and location information may be submitted in a stipulated GIS file format or in such other format as the Authority may reasonably require for its purposes. Accordingly, where a concessionaire is unable to provide information in a specified GIS format, the Authority may accept information in another reasonably available format, provided that the information supplied is sufficient to enable the Authority to effectively perform its statutory functions under the Act.
68.	B7	TSTT	B7 The proposed Condition B7, requiring concessionaires to provide all routing, network, and GIS information "as the Authority may reasonably require", extends beyond the information-request powers contained in Sections 18, 22, and 47 of the Telecommunications Act. Like the over-breadth identified in Condition A28, the clause creates a standing and unrestricted disclosure obligation rather than a purpose-based, written-request framework. This is inconsistent with the Act's structure, which limits information powers to circumstances where the Authority has identified a specific statutory purpose and issued a formal written request. Accordingly, the proposed formulation is ultra vires and inconsistent with principles of legality and proportionality in regulatory administration.	Delete everything after the word "required" in line 3 and replace with the following:- "consistent with its functions under the Telecommunications Act, and subject to applicable confidentiality, and data-protection safeguards. The information shall be provided in a format reasonably available from the concessionaire's existing systems unless otherwise agreed with the Authority."	The Authority notes TSTT's concerns regarding the scope of the information request power under Condition B7, including issues of statutory authority, confidentiality and proportionality. The Authority clarifies that the amendment to this condition does not create any new obligation for concessionaires but rather specifies the format in which information is to be provided. Any request for information under Condition B7 will be made in connection with the performance of the Authority's statutory functions under the Telecommunications Act. The Authority further notes that all information received remains subject to the confidentiality protections under section 80 of the Telecommunications Act. In addition, the revised

			Confidentiality Condition B7 fails to reflect the confidentiality obligations embedded in the Act and the Concession, notably Section 80 of the Act and Conditions A29 and A31,. Detailed routing and GIS data constitute proprietary and critical-infrastructure information. Requiring concessionaires to disclose such data in a prescribed format without clearly defined access-control, and data-handling safeguards exposes both operators and national infrastructure to undue risk. Disclosure must therefore be limited to information strictly necessary for regulatory purposes, provided under secure and controlled conditions, and safeguarded once submitted. Operational Feasibility and Proportionality The clause assumes that network and GIS information can be easily extracted in a standardised format. In practice, these datasets are maintained across multiple non-integrated systems that do not support uniform export. Mandating a prescribed format creates disproportionate compliance costs and is inconsistent with Section 18(1)(c) of the Act, which requires regulatory measures to be reasonable and proportionate. Operators should be allowed to submit information in a format reasonably available from their existing systems, recognising technical and operational constraints.		concession includes amendments to Condition A29 which further reinforce the confidentiality obligations applicable to information provided to the Authority. With respect to format, the Authority clarifies that any requirement for information to be provided in GIS format will be applied reasonably and with due regard to existing technical and operational constraints. The revised concession provides that routing and location information may be submitted in a stipulated GIS file format or in such other format as the Authority may reasonably require for its purposes. Accordingly, where a concessionaire is unable to provide information in a specified GIS format, the Authority may accept information in another reasonably available format, provided that the information supplied is sufficient to enable the Authority to effectively perform its statutory functions under the Act.
69.	B8	CCTL	CCTL acknowledges the Authority's objective of promoting efficient network planning and coordination among Concessionaires. However, the proposed requirement for Concessionaires to disclose detailed	CCTL recommends that this condition be narrowly defined to limit information sharing to what is strictly necessary, exclude forward-	The Authority acknowledges CCTL's concerns regarding the disclosure of proprietary,

			network information—including planned equipment deployments—to other Concessionaires raises grave concerns. Such information constitutes proprietary and commercially sensitive material. Its disclosure could undermine competitive neutrality by providing insights into strategic investment decisions, network design methodologies, and future deployment plans. Moreover, the sharing of detailed network architecture and equipment information may create or heighten cybersecurity and physical security risks, particularly where such information could expose vulnerabilities or facilitate unauthorised access to critical network assets.	looking and proprietary data, and ensure that any disclosure is subject to robust confidentiality protections and regulatory oversight by the Authority.	commercially sensitive and security-related information. The Authority notes that Condition B8 is consistent with section 24(1)(k) of the Telecommunications Act, which requires a concessionaire, where applicable, to make available to other providers such technical information regarding its network, including planned deployment of equipment and other relevant information necessary for the provision of telecommunications services, as the Authority may prescribe. The Authority further notes that the condition is qualified by the words "give reasonable access" and "as the Authority may direct" and does not require the disclosure of all network information. Any access request or direction under the condition must be exercised consistently with the Telecommunications Act and the Access to Facilities Regulations. The Authority has amended the condition to exclude "such information as may reasonably be considered commercially sensitive or corporate proprietary in nature." The Authority further notes that all disclosure requirements remain subject to the confidentiality protections contained in sections 24(1)(j) and 80 of the Telecommunications Act.
70.	B8	Digicel	Digicel would not be a position to share any such information that may compromise the operations of our	Clarification and re-drafting of the language to this clause be done in order to address Digicel's concerns.	The Authority's position is set out at Item No. 69 above.

			business as a result of sharing of Digicel's confidential and commercial information.		
71.	B8	TSTT	B 8 -The proposed revision of Condition B8, which appears to compel concessionaires to disclose or share information regarding planned network deployments and equipment installations is unnecessary and excessive. Existing legal frameworks under the Telecommunications Act, the Interconnection Regulations (2006), and the Access to Facilities Regulations (2006, as amended 2009) already set out the scope, process, and safeguards for the sharing of network related information. Duplication and Overreach Under Regulation 8(1) of the Access to Facilities Regulations, concessionaires are already required to supply network and service information to other operators only upon request and solely for the purpose of procuring access to facilities and subject to the execution of a Non-Disclosure Agreement. Similarly, the Interconnection Regulations (2006) provide an equivalent, tightly scoped information-sharing regime. Requiring concessionaires to disclose forward-looking commercial plans or network deployment details under Condition B8 would therefore extend beyond these established legal obligations and duplicate existing statutory provisions. This constitutes regulatory overreach inconsistent with the Telecommunications Act, Section 78(1), which authorises regulations—but not concession conditions—to impose substantive obligations of this nature.	Condition B 8 should be deleted in its entirety	The Authority acknowledges TSTT's concerns with respect to the disclosure of network information. The Authority's position is set out at Item No. 69 above.

			Commercial and Competitive Harm Advance disclosure of network rollout or equipment deployment plans gives other concessionaires early insight into proprietary investment and competitive strategy, effectively undermining commercial advantage and disincentivising infrastructure investment. Such disclosures go beyond interconnection coordination as they expose commercially sensitive data that could influence competitors' market positioning, timing, and investment decisions. Nothing in the Act or the Interconnection Regulations or Access to Facilities Regulations authorises the Authority to compel operators to reveal forward-looking commercial plans unrelated to technical interconnection feasibility. Accordingly, the proposed Condition B8 is inconsistent with Section 80 of the Act, which mandates the Authority to protect confidential corporate information.		
72.	B9	CCTL	CCTL requests clarification on the definition of a "material change" to Public Telecommunications Networks. In practice, network changes vary significantly in scope and urgency, and a single notification period may not be appropriate in all cases. The requirement to provide no less than sixty (60) days' notice for all material changes does not adequately account for emergency network interventions required to maintain service continuity, safety, or network integrity.	CCTL recommends that changes be classified into two categories: • Emergency Changes, requiring shorter notification periods (e.g. 1–2 days or as soon as practicable); and • Scheduled Changes, subject to advance notice (e.g. up to 10 days), aligned with established internal change-management processes. This approach would support regulatory oversight while	CCTL is asked to note that Condition A26 provides a mechanism for circumstances that prevent a concessionaire from complying with its obligations. Where such circumstances arise, including emergencies or other unforeseen events, the concessionaire is required to promptly notify the Authority of the factors preventing compliance. The Authority clarifies that a material change refers to a significant alteration to a network's infrastructure, technology, operating procedures, capacity, performance or security, including changes

				preserving the Concessionaire's ability to respond effectively to operational and service-critical events.	that may affect a concessionaire's ability to meet its regulatory obligations. The Authority further clarifies that Condition B9 is intended to apply to planned material changes to a network. Accordingly, the condition has been amended to replace the word "proposed" with the word "planned". In accordance with Condition B9, concessionaires are required to notify the Authority of planned material changes, including changes in technology, network capacity or changes that may have an impact on quality of service.
73.	B11-B17	CCTL	CCTL has reviewed Conditions B11 to B17 relating to network alterations, access by the Authority, coordination of works, restoration of public lands, and health, safety, and environmental obligations. CCTL has no objections to the proposed conditions and offers no further comments currently. The conditions, as drafted, appear consistent with existing statutory requirements and prevailing industry practices.	No changes are recommended.	The Authority notes CCTL's confirmation that it has no objections to Conditions B11 to B17 and that these conditions are considered consistent with existing statutory requirements and prevailing industry practices.
74.	B12	TSTT	B 12 Overbreadth and Mischaracterisation of "Network Facilities" The proposed Condition B12 grants the Authority unrestricted rights to enter and inspect "any aspect" of a concessionaire's operations, expressly including billing centres, data centres and network operations centres, or network support services/systems. These systems are	TSTT recommends the following:- (i) the words 'Without Prejudice" in line one be deleted and replaced with "Subject to". (ii) The words "enter and in line three be deleted (iii) Everything after "networks" in line four be deleted	The Authority agrees with TSTT's recommendation to replace the words to "Without prejudice" to "Subject to" in Condition B12. The Authority does not agree that Condition B12 is ultra vires the Telecommunications Act or that it authorises unrestricted access to concessionaires' premises or systems. Any compelled entry or access under the Act is subject to prior judicial authorisation and the warrant requirements prescribed by the Act. Accordingly, the scope, necessity, proportionality

			not network facilities within the meaning of the Telecommunications Act. Network facilities under the Act are physical components used for the transmission or routing of telecommunications signals. By contrast Billing systems are commercial and financial platforms while Data centres house information technology and storage infrastructure, often shared with non-network services. In addition, Network operations centres are managerial and administrative control environments, not transmission facilities. Including these systems improperly expands the concept of "network facilities" beyond its statutory meaning and regulatory purpose. Inconsistency with the Telecommunications Act The Telecommunications Act confers limited and purpose specific inspection powers, primarily in relation to technical compliance, spectrum management, and network operation. It does not authorise unrestricted access to commercial, financial, or administrative systems that do not constitute network facilities. A concession condition cannot lawfully enlarge statutory powers, and Condition B12 is therefore ultra vires. Violation of Constitutional Protection of Property Billing systems, data centres, and operations centres and network support systems are private property and core commercial assets. The Constitution protects against arbitrary interference with the enjoyment of property. Condition B12 authorises compulsory access to non-network facilities without necessity, proportionality, or		and lawfulness of any proposed access are matters to be determined by a court. This provides an independent safeguard against overreach and ensures compliance with constitutional protections relating to property and privacy. The Authority clarifies the aspects related to the public telecommunications network include the network operation centre, network support services, billing centres, etc – such entry must be lawful and in accordance with the Act. Modern telecommunications networks depend on integrated operational, control and support systems that may directly affect network integrity among other things. Where access to systems or facilities is reasonably required for the purpose of exercising statutory functions under the Act, such access may be sought subject to the warrant requirement. Any access or information obtained by the Authority is subject to statutory and concession-based confidentiality obligations and must be limited to what is reasonably necessary for the lawful performance of the Authority's functions. Condition B12 does not override confidentiality protections nor authorise indiscriminate intrusion into concessionaires' commercial or proprietary systems.

			compensation, amounting to unconstitutional interference with protected property rights. Absence of Proportionality and Safeguards Condition B12 contains no limits tying inspections to: (i) specific regulatory breaches, (ii) technical network compliance, or (iii) facilities that are statutorily regulated as network infrastructure. The absence of such safeguards creates a risk of arbitrary and excessive intrusion. Conflict with Confidentiality Billing systems and data centres inherently contain confidential, proprietary, and personal data. Mandating physical access to these non-network systems conflicts with statutory and concession based confidentiality obligations, exposing concessionaires to legal and commercial risk.		
75.	B12	TTPBA	Is this the norm to grant access to Billings, Operations, Maintenance etc. to the regulator?		Please see the Authority's response at Item No. 74 above.
76.	B16	TTBS	With regard to electrical safety, approvals for electrical installations are normally obtained from the Electrical Inspectorate Division, Ministry of Public Utilities. The Electrical Inspectorate Division uses the Electrical Wiring Codes issued by the Trinidad and Tobago Bureau of Standards.	Include a note: With regard to electrical safety, approvals for electrical installations are normally obtained from the Electrical Inspectorate Division, Ministry of Public Utilities. The Electrical Inspectorate Division uses the Electrical Wiring Codes issued by the Trinidad and Tobago Bureau of Standards.	The Authority thanks TTBS for the information provided regarding approvals for electrical installations under the Electrical Inspectorate Division of the Ministry of Public Utilities. The Authority has amended Condition B16 to insert the words '*including complying with any applicable environmental, health and safety international or national standards*'.
77.	B17	TSTT	Exclusive statutory mandate of the OSH Authority	TSTT recommends that B 17 be deleted in its entirety	The Authority does not agree that Condition B17 should be deleted.

			The Occupational Safety and Health Act (Chap. 88:08) establishes a specialised and comprehensive regulatory regime governing workplace safety, health standards, inspections, enforcement, and compliance. These functions are expressly and exclusively vested in the OSH Authority and its inspectors. Condition B17 improperly duplicates and supplants OSH functions The proposed Condition B17 (by imposing safety, health, inspection, approval, or compliance obligations under the Revised Concession) effectively empowers the Telecommunications Authority to: (i) Assess workplace safety conditions, (ii) Impose or enforce occupational safety standards, (iii) Require operational or procedural changes on safety grounds. This constitutes regulatory duplication and functional substitution, whereby a sector regulator assumes powers already fully allocated by Parliament to the OSH Authority. Inconsistency with the Telecommunications Act The Telecommunications Act confines the Telecommunications Authority's mandate to: (i) Telecommunications networks and services, (ii) Technical, economic, and competition-related regulation,		The Authority clarifies that 'facility' is defined in the Telecommunications Act as: *"a physical component of a telecommunications network, other than terminal equipment, including wires, lines, terrestrial and submarine cables, wave guides, optics or other equipment or object connected therewith, used for the purpose of telecommunications and includes any post, pole, tower, standard, bracket, stay, strut, insulator, pipe, conduit, or similar thing used for carrying, suspending, supporting or protecting the structure."* Condition B17 does not confer any powers unto the Authority from another statute. The Telecommunication Act sets out in section 18(3)(d) that: *"In the performance of its functions, the Authority shall have regard to the interests of consumers and in particular - current national environmental policy*." Accordingly, the Authority's mandate includes giving due consideration to national environmental policies such as relates to health and safety, in the interests of consumers. Additionally, the Authority further notes that the maintenance of the facilities of network operators is integral to ensuring that networks remain resilient against various threats thereby guaranteeing the continued provision of services to customers and that they meet the requisite quality of service standards. This is also in keeping with the concession obligation for concessionaires to:

			(iii) Licensing and concession oversight within the telecommunications sphere. It does not confer jurisdiction over occupational safety and health matters. Any concession condition that purports to extend the Authority's role into workplace safety regulation is therefore ultra vires the Act. As a matter of public law, a regulator may not assume powers allocated by statute to another authority and cannot expand its jurisdiction through licence or concession conditions. The Authority must operate within its legislatively defined remit. Condition B17 offends this principle by encroaching on the exclusive domain of the OSH Authority.		*"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*" Condition B17 is retained as proposed in the revised concession.
78.	B20	CCTL	CCTL notes the proposed introduction of Condition B20, which would require Concessionaires, as directed by the Authority, to adhere to net neutrality principles of reasonable traffic management, non-discrimination, and transparency. CCTL wishes to highlight that it does not presently possess the infrastructure or technological capability to locally inspect, classify, or otherwise analyse subscriber internet traffic at a granular level. Accordingly, compliance with certain potential interpretations of net neutrality enforcement—particularly those presupposing advanced traffic inspection or classification capabilities—may not be practicable without significant modifications to existing network architecture. Such modifications would carry material cost implications and could introduce additional privacy and security risks. Furthermore, CCTL observes that the rationale for introducing this framework appears premised on assumptions concerning ISP transmission or traffic	CCTL recommends that the Authority: • Reassess the necessity and scope of embedding net neutrality obligations within concession conditions based on a holistic evaluation of ISP practices; and • Prioritise the development of a renewed legal and regulatory framework that enhances market contestability, which inter alia: • Fosters a level playing field for all market participants; • Promotes flexibility and innovation; and • Supports local market growth through clear, fit-	The Authority notes CCTL's concerns regarding the technical feasibility, cost implications and potential privacy and security risks associated with certain approaches to net neutrality enforcement. The Authority has amended Condition B20 to clarify that the obligation is limited to the implementation of reasonable traffic management practices and measures necessary for network security, network integrity, congestion management, service quality and the protection of users and networks. The Authority considers that the revised condition adopts a proportionate approach and does not require concessionaires to implement intrusive traffic inspection or monitoring measures beyond what is reasonably necessary for the purposes identified in the condition.

			management practices that have not been substantiated through a comprehensive, market-wide assessment or empirical evidence. CCTL therefore respectfully recommends that any regulatory intervention in this area be informed by an evidence-based evaluation of the local market, technological realities, and proportionality considerations.	for-purpose competition rules. Such an approach would better align regulatory objectives with operational realities and evolving market conditions.	
79.	B20	TSTT	B 20 Net neutrality is the principle that an internet service provider should treat all lawful internet traffic equally, without: (i) blocking or throttling specific content, applications, or services; (ii) prioritising certain traffic in exchange for payment; or (iii) discriminating between users, platforms, or content providers. In practice, net neutrality frameworks typically allow reasonable network management (e.g. congestion control, security, emergency services). It is implemented through clear statutory rules or regulations, not licence conditions; and it requires careful balancing of consumer interests, investment incentives, innovation, and network performance. Because of its far-reaching economic, technical, and investment implications, net neutrality is universally treated as a major policy issue requiring express legislative authority and full public consultation. Expansion of the Authority’s powers beyond the Telecommunications Act	Condition B 20 should be deleted in its entirety	The Authority does not agree with TSTT's recommendation to delete Condition B20. The Authority notes that the issue of net neutrality has been the subject of extensive public consultation. Consultation on the Authority's net neutrality policy commenced in 2018 with the publication of the *Discussion Paper on Net Neutrality and Over-the-Top (OTT) Services in Trinidad and Tobago*. This was followed by the publication of the *Framework on Net Neutrality in Trinidad and Tobago*, which underwent two rounds of public consultation before being finalised in 2025. Accordingly, the Authority does not agree that the inclusion of this condition circumvents its consultation procedures. The Authority further notes that Condition B20 is grounded in section 18(3) of the Telecommunications Act, which requires the Authority to have regard to the interests of consumers, including the non-discrimination of consumers similarly placed in relation to access, pricing and quality of service. The revised condition has been amended to include reference to the relevant provision of the Act. The Authority has substantially revised the heading and content of Condition B20 in the revised concession. The heading has been amended from "Net Neutrality" to "Reasonable Traffic

			Condition B20 seeks to impose net-neutrality-type obligations directly through a concession condition. The Telecommunications Act does not expressly confer authority on the Telecommunications Authority to mandate a comprehensive net neutrality regime by licence condition. Where Parliament has not clearly legislated on such a fundamental policy issue, the Authority cannot create new regulatory powers indirectly through concession terms. Doing so amounts to an ultra vires expansion of authority beyond the Act. Net neutrality is a major policy matter requiring express legislative or regulatory action Net neutrality affects: (i) network design and traffic management, (ii) service differentiation and pricing models, (iii) capital investment and innovation, (iv) relationships with content providers and international carriers. Such matters go to the core structure of the telecommunications market and cannot properly be imposed via a standard concession condition. International best practice treats net neutrality as a matter for primary legislation or formal regulations, supported by economic and technical impact analysis. Failure to comply with the Authority's Consultation Procedures The Authority's Procedures for Consultation in the		Management". The revised condition expressly permits concessionaires to implement reasonable traffic management measures where reasonably necessary for network security, network integrity, congestion management, service quality or the protection of users and networks, provided that such measures are proportionate, non-discriminatory, transparent and applied only for so long as reasonably required. The revised condition further clarifies that nothing therein shall be construed as requiring a concessionaire to monitor content, websites, applications or user communications, or as preventing lawful commercial arrangements. In addition, the previous obligation requiring concessionaires to adhere to net neutrality principles as directed by the Authority has been removed. The Authority considers that the revised condition reflects a balanced and proportionate approach consistent with the finalised Net Neutrality Framework.

			Telecommunications and Broadcasting Sectors require full, transparent consultation where proposals have a significant impact on stakeholders, including impacts on investments, market sustainability, competition, and sector development. Condition B20 introduces obligations that plainly meet the threshold of a "significant impact" regulatory measure, yet it is advanced through concession revision. This approach circumvents the Authority's own procedural safeguards and undermines regulatory accountability. Imposition of major, significant, and costly obligations on concessionaires Condition B20 would require concessionaires to: (i) redesign traffic-management systems, (ii) invest in monitoring, reporting, and compliance mechanisms, (iii) absorb increased operational and legal risk, and (iv) forego lawful commercial arrangements that support network investment. These are non-trivial, ongoing costs imposed without clear statutory authority, proportionality analysis, or demonstrated consumer harm necessitating such intervention.		

SECTION C					
80.	Section C Telecommunications Service Conditions	TSTT	General Consumer Protection Obligations and appropriate Regulatory Instruments General Position and Acknowledgement of Objective TSTT acknowledges and fully supports the laudable objective of protecting consumers in the telecommunications and broadcasting sectors. Telecommunications services are essential services, and robust consumer protection is fundamental to public confidence, social inclusion, and the proper functioning of a competitive market. This objective is expressly recognised in the Telecommunications Act, which identifies as a core object of the Act the promotion and protection of the interests of the public, including the protection of customers and users with respect to the quality, fairness, and transparency of telecommunications services (section 3(c)). TSTT's concern, therefore, is not with the substance or intent of the proposed consumer protection obligations reflected in Conditions C1–C29 of the Revised Concession, but rather with the regulatory vehicle through which such obligations are proposed to be imposed. It is noted that at the time of liberalisation of the telecommunications sector in 2005, the supporting regulatory framework for a competitive market was still at an early stage of development. In those	Without prejudice to specific comments on relevant Conditions to follow, it is recommended that C1 through to C29 be enshrined in an appropriate Regulatory instrument	The Authority acknowledges comments received from TSTT regarding the appropriateness of the concession instrument for consumer protection obligations. It should be noted that the Authority's role is to make recommendations to the Minister as prescribed under section 78 of the Act. While the Authority also plays a role in the preparation and consultation of regulations, the passing of such regulations is a function performed by Parliament, which is outside of the Authority's control. As TSTT is aware the Authority has fully consulted on its Telecommunications (Consumer) (Quality of Service) Regulations, 2015 and same is currently with the line Ministry awaiting promulgation. In the interim, the concession document contains obligations specific to consumer protection. The words '*without prejudice to any consumer rights regulations to be developed by the Authority, and until such regulations are promulgated'* preface several clauses. The Authority considers that conditions C1-C29 do not establish a substitute regulatory regime but rather articulate baseline consumer protection obligations that are consistent with and complimentary of the Consumer Rights and Obligations Policy and the 2015 Consumer Regulations (both fully consulted on). Further, the inclusion of recommended revisions to the concession promotes regulatory certainty pending the promulgation of the 2015 Regulations.

			circumstances, and in the absence of fully developed sector-wide regulatory instruments, stakeholders accepted the inclusion of certain obligations within concession conditions as an interim measure. However, two decades have since elapsed, and the continued reliance on concession conditions to address matters that are inherently regulatory in nature is no longer justified. The maturation of the sector and the statutory framework now require that such obligations be addressed through appropriate, transparent, and generally applicable regulatory instruments. Nature of Conditions C1–C29 and the Consumer Rights and Obligations Policy Conditions C1–C29 of the Revised Concession address matters including, inter alia: (i) billing accuracy and transparency; (ii) complaint handling and dispute resolution; (iii) disclosure of service information; (iv) customer charters; (v) service contracts and consumer redress mechanisms. Similarly, the Consumer Rights and Obligations Policy (CROP), first consulted upon in or around 2011, articulates baseline consumer rights and provider obligations of general application, applicable across all providers and service categories. These matters are sector-wide, horizontal obligations. They are not dependent on the specific network architecture, service authorisation, or market classification of an individual concessionaire. Statutory Architecture: Concessions versus Regulations		In addition, sections 22 and 24 of the Act prescribe certain conditions which should be included in the concession agreement. For example, these include conditions with respect to providing users with access to and the opportunity to use the network or service on a fair and reasonable basis, and without discrimination among similarly situated users (section 24(1)(b). The conditions are retained in the revised concession.

			The Telecommunications Act establishes a clear structural distinction between: (i) Concessions (Part III), which are instruments of authorisation permitting the operation of networks or the provision of services, and (ii) Regulations and other regulatory instruments (notably section 78), which are intended to prescribe rules of general and ongoing application governing conduct in the sector. Concessions are, by their nature, operator specific as well as relatively static and are not designed to be frequently amended. By contrast, regulations and policies are sector neutral and adaptable to technological and market evolution. Further, they are capable of being revised following consultation without reopening individual authorisations. Embedding extensive consumer protection obligations in concession conditions therefore risks undermining the regulatory coherence intended by the Act. Appropriateness of Regulatory Instruments for Consumer Protection TSTT submits that consumer protection obligations are better addressed through regulations or codes made under the Act for the following reasons: Consistency and Regulatory Neutrality Regulations ensure uniform application of consumer rights across all concessionaires, including future entrants, thereby avoiding fragmentation or unequal		

			treatment that may arise from concession by concession drafting. Flexibility and Responsiveness Consumer protection standards must evolve with changing technologies, business models, and consumer expectations. Regulatory instruments can be amended following consultation without the legal and administrative complexity associated with modifying concessions. Legal Clarity and Public Law Character Consumer protection obligations are public law duties owed to the public at large, not merely contractual obligations owed to the Authority. Housing such obligations primarily in concessions risks over contractualising public law norms and constraining the regulator's ability to act dynamically in the public interest. Alignment with Legislative Intent Section 78 of the Act expressly contemplates the making of regulations to address matters affecting users, complaints, billing, and service standards. This strongly suggests that Parliament intended consumer protection to be effected through regulatory instruments, not embedded authorisation conditions. The Authority's Consultation History and Regulatory Inaction Of particular concern is the fact that the Authority has, since at least 2011, conducted multiple consultations on the Consumer Rights and Obligations Policy, issued		

			Decisions on Recommendations (DoRs), and publicly articulated its regulatory intentions, yet has never implemented the Policy through binding regulations or otherwise given it legal effect. This prolonged inaction must be viewed against the Authority's own Procedures for Consultation in the Telecommunications and Broadcasting Sectors which: (i) recognise consultation as an integral part of regulatory accountability; (ii) require the Authority to finalise consulted regulatory documents within defined timeframes; and (iii) expressly provide that consultations should culminate in finalised regulatory instruments or legislation, with accompanying DoRs and public notification. Notwithstanding these procedures, and despite the publication of DoRs and repeated stakeholder engagement, the Consumer Rights and Obligations Policy has remained unimplemented for over a decade. Regulatory Creep through Concession Conditions Against this background, TSTT is concerned that the Authority now appears to be seeking to achieve indirectly through concession conditions what it has not implemented directly through regulations, namely a comprehensive consumer protection regime. This approach circumvents the regulatory process contemplated by section 78 of the Act and bypasses the		

			safeguards inherent in the regulatory consultation and enactment framework. It also risks creating uncertainty as to the legal status, scope, and enforceability of consumer rights. Proper Role of Concessions TSTT submits that concessions should properly: (i) require compliance with applicable laws, regulations, and regulatory instruments; (ii) cross-reference consumer protection regulations once enacted; and (iii) provide enforcement consequences for serious or systemic non-compliance. However, the substantive articulation of consumer rights and obligations should reside in a dedicated regulatory instrument, applicable across the sector and capable of evolution over time.		
81.	C2	TSTT	Condition C2(a)(ii) – Separate Pricing of Terminal Equipment Condition C2(a)(ii), which contemplates the separate pricing of terminal equipment, is anomalous in the context of a modern telecommunications environment and does not reflect the technical realities of contemporary service provision. In today's networks, the provision of many telecommunications services, most notably broadband services, cannot be delivered independently of specific customer premises equipment (CPE). By way of example, fibre-based broadband services are technically incapable of functioning without optical network terminal equipment (ONT/ONR), and xDSL services	TSTT recommends the following: C2 (ii) should be deleted in its entirety C2(b) and C2(c) should be deleted in their entirety The other revisions are amenable	C2(a)(ii) has been removed. With respect to C2(b), the Authority maintains the inclusion of the roaming and resale information requirement. The Authority clarifies that the condition does not require disclosure of wholesale resale arrangements or commercially sensitive wholesale terms. Rather, the condition is intended to ensure that consumers are provided with clear and accurate information regarding the services available to them. Accordingly, Conditions C2(b) and (c) have been retained in the revised concession.

			similarly require a DSL modem and associated routing and wireless access functionality. Such equipment is not ancillary or optional; it is an integral and indispensable component of the service itself. Mandating or implying separate pricing for such equipment artificially disaggregates what is, in practical and technical terms, a single composite service. This approach risks obscuring the true cost of service provision, creating consumer confusion, and introducing a regulatory distinction that has little relevance in modern access networks where service performance, quality, and availability are intrinsically linked to the deployed terminal equipment. From a regulatory perspective, it is more coherent and transparent to treat essential CPE as part of the service offering, subject to clear disclosure of terms, rather than requiring or encouraging its separate pricing as though it were a discretionary add-on, like a set top box if a customer is taking TV service. Condition C2(b) – Roaming and Resale Condition C2(b) is similarly anomalous and conflates distinct regulatory concepts. Roaming is itself a telecommunications service. As such, it is already subject to existing obligations under the Act and the Concession requiring the publication of tariffs and service information. Requiring additional disclosure or treatment under this condition is therefore duplicative and unnecessary. Further, the reference to resale is problematic. Resale arrangements are, by their nature, wholesale or intermediary commercial arrangements between service		

			providers. A consumer does not ordinarily have access to, nor visibility of, wholesale resale terms, and such arrangements are not typically relevant to retail consumer decision making. Accordingly, grouping roaming (a retail telecommunications service) together with resale (a wholesale commercial construct) under the same disclosure obligation is conceptually unsound and risks regulatory confusion. The inclusion of resale in this context does not advance consumer transparency and instead introduces obligations that are misaligned with how consumers actually acquire and use telecommunications services. Condition C3(e) – Open-ended Information Requests Condition C3(e) exemplifies a broader concern regarding open-ended and indeterminate information disclosure obligations. The requirement, as framed, lacks sufficient specificity as to scope, form, and relevance, thereby creating uncertainty for concessionaires and opening the door to potentially expansive and inconsistent regulatory interpretation. Regulatory obligations should be clear, proportionate, and bounded, particularly where they relate to consumer disclosures. Open-ended requirements undermine regulatory certainty, complicate compliance, and are better addressed through clearly articulated regulatory instruments or guidance that define the precise information to be disclosed and the circumstances in which disclosure is required.		
82.	C2(a)	Digicel	At the said meeting held between Digicel and the Regulator in December, 2025, Digicel explained its position on promotions and how the business operates in relation to executions and timelines for promotions.	Removal of the phrase and/or wording "(iii) any related Promotions that are offered for a	The Authority will remove the sub-clause with respect to promotions. However, the Authority clarifies that promotions constitute new services and the obligation to notify the Authority of all new

			TATT agreed to remove this from this section altogether. We look forward to this removal.	period of 90 days or more" from this section.	services including promotions remain applicable under Condition C7.
83.	C2-C4	CCTL	CCTL has reviewed Conditions C2 to C4 concerning the publication and availability of service information and tariffs. CCTL has no objections to the proposed conditions and offers no further comments. The requirements are consistent with existing operational practices and established transparency obligations	No changes are recommended.	The Authority notes CCTL's confirmation that it has no objections to Conditions C2 to C4 and that the requirements are consistent with existing operational practices and established transparency obligations.
84.	C3	TSTT	C 3 The inclusion of tariffs in line one is duplicative as this obligation is already set out in C2 a.(i) Condition C3 – Publication of VAT VAT is a major indirect tax in Trinidad and Tobago applied to most goods and services including telecommunications at a standard rate of 12.5%. It operates as a matter of law. When a bill is issued to a customer it is a tax invoice which requires that the invoice must distinctly state the amount of the VAT charged and the VAT exclusive figure. From a consumer protection and transparency standpoint, the separate and explicit disclosure of VAT is clearly preferable. A similar modality out to be applied to the publication of tariffs. Publishing tariffs with VAT as a distinct line item enhances price transparency, allows consumers to understand the tax component of their charges, and reduces the risk of misunderstanding or bill shock. Rather than being viewed as burdensome, such separation is consistent with good regulatory practice and aligns with the stated objective of promoting informed consumer choice. The concessionaire should be allowed to indicate that all tariffs are VAT exclusive.	TSTT recommends the following (i) the words "its tariffs" should be deleted in line one (ii) Delete the words "publish its tariffs VAT inclusive" in line four	The Authority agrees that the references to tariffs and terms and conditions in Condition C3 were duplicative of the obligations already contained in Condition C2. Accordingly, Condition C3 has been amended in the revised concession to remove those references. The Authority does not agree with TSTT's recommendation to remove the requirement relating to VAT. The Authority considers that transparency in pricing remains important for consumers. Accordingly, the revised concession has been adjusted to require concessionaires to publish their tariffs indicating whether the published tariff includes VAT.

85.	C4	TSTT	Requirement to Publish a Directory TSTT submits that Condition C4, insofar as it requires the publication of any directory, is no longer justified in a modern telecommunications environment and should be removed in its entirety. Directories Are Historically Linked to Fixed-Line Telephony Directory publication obligations are historically and conceptually linked to fixed-line telephony services, where geographic numbering, static locations, and household landlines made directory listings both practical and useful. In practice, only fixed-line numbers have ever been published in directories. Mobile numbers have not been published as a matter of course, due to privacy concerns, number portability, and the personal nature of mobile services. As a result, the scope and utility of directories have always been inherently limited and service-specific. As fixed-line services continue to decline, the rationale for maintaining a directory obligation correspondingly diminishes. Structural Decline in Fixed-Line Subscriptions The requirement to publish a directory is further undermined by the significant and continuing decline in fixed-line subscriptions. According to TATT's own Annual Market Report In 2024, residential fixed-line subscriptions stood at 264,500, representing a decrease of 7,900 subscriptions	TSTT recommends as follows:- The first sentence of C4 is amenable. The other deletions are amenable The reference to publication in a directory should be deleted in its entirety	The condition C4 has been amended in terms recommended by TSTT.

			(2.9%) compared to 2023. Business fixed-line subscriptions fell to 32,200, reflecting a reduction of 5,100 subscriptions, or a 13.3% decline year on year. These figures demonstrate a clear structural trend away from fixed-line services. Imposing directory publication obligations in the context of a shrinking and diminishing customer base is disproportionate, inefficient, and disconnected from consumer behaviour and does not justify the cost of publication of a directory. Functional Substitution Through Directory Assistance Services The consumer need historically addressed by printed or published directories is already met through directory assistance services. In this regard, TSTT provides a toll-free directory assistance service (6411), which allows users to obtain directory information on demand. This mechanism is more flexible and current than static directories, and avoids the privacy risks associated with mass publication, and better aligns with contemporary consumer expectations. Where directory information is required, on-demand assistance services are a more proportionate and effective solution than mandatory directory publication. Business Discovery Has Migrated to Digital Platforms For business customers in particular, directories are no longer a primary or meaningful means of customer discovery. Businesses now overwhelmingly rely on, social media platforms, online mapping services, and dedicated business websites to advertise and make their contact details available to the public. These platforms offer real-time updates, richer information, and		

			significantly broader reach than any telecommunications directory. As such, the publication of a telecommunications directory no longer serves a genuine consumer or business need, nor does it reflect prevailing commercial practices. Proportionality and Regulatory Modernisation From a regulatory perspective, the obligation to publish a directory imposes costs that are not commensurate with consumer benefit and addresses a problem that no longer exists in practical terms. It further reflects a legacy regulatory approach rather than a forward-looking framework. Regulatory obligations should be evidence-based, proportionate, and responsive to market evolution. Condition C4 fails to meet these criteria.		
86.	C5	TSTT	This part of C5 below “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” Is not only duplicative of the revised c 2 a. (ii) but has been addressed substantively above in comments on the section of the Condition	TSTT recommends that the last line of C5 be deleted in its entirety	The Authority agrees and has amended the Condition.
87.	C7-C9	CCTL	CCTL has reviewed Conditions C7 to C9 concerning the notification, publication, and implementation of new or revised tariffs and services. CCTL has no objections to the proposed conditions and offers no additional comments. The conditions are consistent with established industry practice and prevailing consumer protection requirements.	No changes are recommended.	The Authority notes CCTL’s confirmation that it has no objections to Conditions C7 to C9 and that these conditions are consistent with established industry practice and prevailing consumer protection requirements.

88.	C7-C10	TSTT	Notice Requirements Are Antithetical to a Modern, Competitive Telecommunications Environment TSTT submits that the inclusion of requirements obliging concessionaires to provide notice to the Authority in respect of the introduction, modification, or withdrawal of services is inconsistent with the realities of a modern, competitive telecommunications market. Contemporary telecommunications markets are characterised by rapid technological evolution; iterative service development; continuous software-driven upgrades; and frequent changes to service features, bundles, and delivery mechanisms. In such an environment, innovation depends on the ability of service providers to respond quickly to consumer demand and competitive pressures. Requiring regulatory notice as a precondition or ongoing obligation for service evolution introduces friction that is fundamentally at odds with these dynamics. Even where notice is not framed as an approval requirement, it nonetheless imposes administrative overheads and introduces regulatory uncertainty. It also risks creating de facto delays or chilling effects on innovation. This approach reflects a legacy, command and control regulatory mindset that is no longer appropriate in a liberalised and technologically advanced sector. Innovation Should Not Be Conditioned on Regulatory Notification	TSTT recommends as follows:- (i) Remove the reference to “service” in C7, C8 and C9 (ii) Delete the words “the implementation of new tariffs” in line one of C 8 (iii) Delete C 10 in its entirety	The Authority has reverted Condition C7 to its original concession wording. Condition C8, which required 30 days' prior written notice to the Authority before implementing new tariffs or services, has been deleted from the revised concession. The former Condition C9, which governs the effective date of revised tariffs for new and existing customers, is retained and renumbered C8. Condition C10, which required 60 days' prior notice to the Authority of material changes to public telecommunications services, has also been deleted from the revised concession.

			The ability to introduce new services, features, or service configurations is a key dimension of competition. In modern telecommunications markets, service innovation frequently occurs through, software updates, network upgrades as well as changes in service speeds, latency, or capacity. In addition innovation is improved by bundling and unbundling of functionalities integration with third-party platforms or applications. Requiring advance or post facto notice for such changes risks stymying innovation by subjecting routine commercial and technical decisions to regulatory processes that add no corresponding consumer benefit. A regulatory framework that conditions service innovation on notification obligations risks incentivising providers to delay innovation, and maintain legacy service offerings longer than is efficient. Such outcomes are contrary to the objectives of the Telecommunications Act, which seeks to promote competition, investment, and the orderly development of telecommunications services in the public interest. Difficulty in Defining "Material" Changes in Services The proposed reliance on the concept of "material" changes to services is particularly problematic. In a modern telecommunications environment, the distinction between "material" and "non-material" changes is increasingly opaque and subjective, due to factors including: (i) convergence of services (e.g. voice, data, and content);		

			(ii) virtualisation and software-defined networks; (iii) frequent incremental improvements rather than discrete service launches; and (iv) continuous optimisation of service performance. What constitutes a "material" change may vary depending on the technology employed, the consumer segment affected, the market expectations at a given time, and the competitive context. This ambiguity creates regulatory risk for concessionaires, who may be exposed to ex post enforcement based on retrospective interpretations of materiality. Such uncertainty undermines regulatory predictability and is inconsistent with best practice regulation. Authorisation, Not Notification, Is the Proper Regulatory Test So long as a concessionaire is authorised under its Concession to provide a particular category of service, it should be permitted to evolve, modify, enhance, or reconfigure that service without regulatory notice, provided that the service remains within the scope of the authorization and applicable laws and regulations of general application are complied with. The Concession framework already establishes the outer boundary of permissible services. Within that boundary, service design and evolution should be left to market forces. Requiring notice for changes to services that are already authorised effectively reintroduces an element of service by service regulatory oversight that is		

			inconsistent with a liberalised regime and risks collapsing the distinction between authorisation and ongoing regulation. Consumer Protection Can Be Achieved Without Service Notice Obligations Consumer interests are better protected through general transparency obligations; tariff publication requirements; quality of service standards; and complaint and dispute resolution mechanisms rather than through service notice requirements imposed on concessionaires. Service notice obligations do not inherently enhance consumer protection and are poorly suited to addressing consumer harm in fast-moving markets. Where specific risks arise, they are more appropriately addressed through sector wide regulations rather than bespoke concession conditions.		
89.	C10	CCTL	CCTL has reviewed the requirement to provide no less than sixty (60) days' notice of proposed material changes to public telecommunications services. While CCTL supports the underlying principle of advance notice to consumers and stakeholders, the proposed 60-day period is considered disproportionately long and may unduly constrain the Concessionaire's ability to respond promptly to market developments, technological upgrades, and operational exigencies. CCTL therefore recommends that the notice period be reconsidered to ensure an appropriate balance between consumer transparency and the operational agility required in a dynamic telecommunications environment.	CCTL recommends that the notice period be reduced to fifteen (15) days, which would maintain adequate regulatory oversight while enabling greater agility and responsiveness for the Concessionaire.	Condition C10 has been deleted and the revised concession has been amended accordingly.

90.	C10	Digicel	The Authority has not clarified the language in this clause. Pursuant to the said meeting held on 19Th December 2025, an explanation was proffered by the Authority on what "material changes" meant when Digicel requested clarification on the difference between this Clause and Clause C7-C9. The Authority agreed to re-draft and clarify this and noted that this was a drafting oversight on its part. The clause has not been modified or clarified.	Digicel awaits clarification and re-drafting of the language in this clause.	Condition C10 has been deleted and the revised concession has been amended accordingly.
91.	C11-C15 & C17	CCTL	CCTL has reviewed Conditions C11 to C17 relating to billing and metering accuracy, including conditions on timely and accurate billing, customer payment options, testing, and record keeping. CCTL has no issues with the proposed conditions. They are consistent with standard industry practices and existing obligations.	No changes are recommended.	The Authority notes CCTL's confirmation that it has no objections to Conditions C11 to C17 and that these conditions are consistent with standard industry practices and existing obligations.
92.	C15-C17	TSTT	C 15 Right of Entry on Premises TSTT reiterates and incorporates by reference its comments previously made in respect of Condition B12, which similarly addresses rights of entry on premises. The Telecommunications Act carefully circumscribes the circumstances in which the Authority may enter premises. The Act provides specific powers of inspection, information gathering, and enforcement, subject to procedural safeguards and, where applicable, judicial oversight. These provisions reflect a deliberate legislative balance between effective regulation and the protection of property rights, privacy, and due process. Condition C15, insofar as it purports to confer or imply a broad right of entry on premises, risks exceeding or diluting the statutory limitations imposed by the Act. A concession condition cannot lawfully expand the Authority's powers beyond those expressly granted by Parliament. Any right of entry must therefore be strictly	TSTT recommends the following (i) C 15 should be deleted in its entirety (ii) Re-insert the word" billing" in line two and delete the words "business support systems, operations support systems" in line two (iii) In C17 a. delete the words "service usage" (iv) Delete C17 b in its entirety	With respect to the comments regarding rights of entry onto premises, the Authority's position is set out at Item No. 74 above. The Authority does not agree with TSTT's recommendation to limit the condition solely to billing records. The Authority notes that Business Support Systems and Operational Support Systems are integral components of modern telecommunications networks and may contain information relevant to the Authority's statutory functions, including consumer protection, quality of service, network performance and regulatory compliance. The Authority further notes that any request for information remains subject to the Telecommunications Act, including the Authority's statutory functions and applicable confidentiality obligations.

			confined to, and exercised in accordance with, the relevant provisions of the Telecommunications Act. Moreover, in a modern telecommunications environment where networks are increasingly virtualised and data-driven, routine physical entry onto premises is rarely necessary. Expansive entry rights are disproportionate, unnecessary, and inconsistent with contemporary regulatory practice, which favours targeted information requests and audits over physical intrusion. Condition C16 – Business Support Systems (BSS) and Operational Support Systems (OSS) Condition C16, which requires the concessionaire to maintain records of Business Support Systems (BSS) and Operational Support Systems (OSS), is overly broad and unduly onerous. In modern telecommunications networks, BSS and OSS encompass a wide range of systems, including network management, provisioning, fault management, analytics, service orchestration, cybersecurity, customer experience platforms, and third-party integrations. While some BSS components may contain billing-related information, many OSS components do not, and instead relate to technical operations, performance optimisation, and internal network management. Requiring the maintenance and potential disclosure of records across all BSS and OSS systems, without clear limitation or relevance to a specific regulatory purpose, constitutes regulatory overreach. Such systems may contain commercially sensitive, proprietary, and security-critical information that is not necessary for consumer protection or regulatory oversight.	(v) Delete C17 e, in its entirety The revisions to c 11, C12, C13, and C14 are amenable	The Authority clarifies that "service usage" refers to the record of services consumed by a customer during a billing cycle, including access charges, customer equipment rental and associated service charges. The Authority agrees to the deletion of Condition C17(b) and the revised concession has been amended accordingly. The Authority clarifies that the Consumer Complaints Committee operates as an internal mechanism established pursuant to sections 18(1)(m) and 18(1)(q) of the Telecommunications Act to assist the Authority in the consideration and handling of consumer complaints. Where a complaint has been considered through that process and the Authority determines that corrective action is required to address non-compliance with the Act, Regulations, concession conditions or other applicable regulatory requirements, any direction issued is a lawful administrative direction of the Authority in the exercise of its statutory functions. The Authority does not consider that Condition C17(d) creates a separate dispute resolution mechanism or usurps the functions of a dispute resolution panel established under section 82 of the Act.

			Record keeping obligations should be narrowly tailored and directly linked to defined regulatory objectives (e.g. billing accuracy or complaint resolution) and should as well be proportionate to the risks being addressed. Condition C16, as drafted, fails to meet these criteria and should be substantially narrowed. Condition C17(a) and (b) – Service Usage and Duplication Meaning of "Service Usage" Condition C17(a) introduces the concept of "service usage" without definition or contextual clarity. In a modern telecommunications context, "service usage" is an inherently ambiguous term. It may variously refer to data volumes, session duration, application-level activity, network-level metrics, aggregated analytics, or individual customer consumption patterns. Given the convergence of services and the increasing abstraction of service delivery through software defined networks, the absence of a precise definition renders the obligation uncertain and potentially expansive. This ambiguity creates compliance risk and invites inconsistent interpretation and enforcement. Regulatory obligations must be drafted with sufficient precision to allow concessionaires to clearly understand the scope of their duties. (b) Duplication of Condition C2(b) Condition C17(b) duplicates obligations already addressed in Condition C2(b), which has been the subject of separate comment. The repetition of		

			substantially similar requirements across multiple conditions is unnecessary and contributes to regulatory clutter and inconsistency. Duplicative obligations do not enhance consumer protection and instead complicate compliance and interpretation. C 17 d. Directions "in the Facilitation of Relief" in Consumer Disputes Condition C17(d) raises a fundamental question as to whether the Authority has the statutory power under the Telecommunications Act to issue directions "in the facilitation of relief" in the context of a consumer dispute. The Telecommunications Act provides mechanisms for: (i) the handling of complaints; (ii) dispute resolution; and (iii) reconsideration and appeal processes. However, these provisions do not confer upon the Authority an unfettered power to issue binding directions granting relief akin to judicial or quasi-judicial remedies, such as compensation, restitution, or specific performance, absent clear and express statutory authority. The phrase "in the facilitation of relief" is vague, undefined, and legally imprecise. It risks expanding the Authority's role beyond that contemplated by the Act and blurs the critical distinction between facilitating or		

			supervising dispute resolution, and directing substantive outcomes or remedies. Such an expansion would risk encroaching upon judicial functions, undermine procedural fairness, and create uncertainty as to jurisdiction and appeal rights. Any intervention by the Authority in consumer disputes must therefore be firmly grounded in express statutory authority and procedurally defined and transparent. In addition it must be limited to facilitative or supervisory roles expressly contemplated by the Act. Relationship with the Authority's Dispute Resolution Procedures The concerns outlined above are reinforced when Condition C17(d) is considered in light of the Authority's Procedures for the Resolution of Disputes in the Telecommunications and Broadcasting Sectors Scope and Nature of the Dispute Resolution Procedures While the Dispute Resolution Procedures do permit disputes to be initiated by users pursuant to section 18(1)(m) of the Act, the framework is fundamentally designed as a formal dispute resolution mechanism between parties, conducted through: (i) the confirmation of a dispute; (ii) the appointment of a dispute resolution panel; and (iii) the issuance of a binding decision by that panel. Importantly, the power to issue binding decisions and orders resides with the dispute resolution panel, not the Authority acting administratively. The Authority's role		

			is primarily procedural and supervisory, including determining whether a matter qualifies as a dispute, appointing the panel, and administering the process. The Procedures do not contemplate the Authority, outside of the dispute resolution process, issuing ad hoc directions to a concessionaire "in the facilitation of relief" for consumer complaints. Structural Inconsistency with Condition C17(d) Condition C17(d) appears to introduce a parallel and undefined remedial power, operating outside the structured dispute resolution framework established under section 82 of the Act and the 2022 Procedures. This creates several regulatory and legal difficulties as it circumvents the procedural safeguards embedded in the dispute resolution process. Further, it blurs the separation between complaint handling, dispute resolution, and adjudication and it introduces uncertainty as to whether a concessionaire is subject to administrative direction or panel determination, and under what legal authority. If relief is to be granted in a consumer dispute, the Act already provides a clear mechanism for doing so through the dispute resolution process, including rights of representation, evidence, reasons, reconsideration, and appeal. Condition C17(d) risks undermining that framework.		
93.	C16	CCTL	CCTL notes the requirement to retain records from billing, business support systems (BSS), operational support systems (OSS), metering or billing equipment, and related customer data for one year, with accounting records including customer bills retained for four years. From CCTL's perspective, clarity is needed on what	CCTL recommends that TATT issue detailed guidance and definitions regarding the types of records, scope, and formats required from BSS and OSS, ensuring compliance while minimising operational	The Authority notes CCTL's request for clarification regarding the scope of records to be retained from Business Support Systems (BSS) and Operational Support Systems (OSS), as well as the format in which such information may be required.

			specific data and reports are expected from BSS and OSS, the acceptable format for submission, and whether aggregated or anonymised data is permissible to protect customer privacy and security.	burden and safeguarding sensitive information	The Authority clarifies that the types of records and information contemplated are set out in the Schedules to the draft Telecommunications (Submission of Information) Regulations, which were subject to public consultation. The Authority further notes that, where necessary for the performance of its statutory functions, investigations or the discharge of its obligations under the Telecommunications Act, it may require the submission of additional records beyond those identified in the draft Regulations. Any information submitted to the Authority remains subject to the confidentiality protections contained in the Telecommunications Act and the concession. The format and level of detail required will be determined having regard to the purpose for which the information is requested. Accordingly, the Condition has been retained in the revised concession.
94.	C18-C19	CCTL	CCTL has reviewed Conditions C18 and C19 relating to non-discrimination and fair access for users. CCTL has no issues with these conditions, which align with existing industry practice and consumer protection obligations.	No changes are recommended.	The Authority notes CCTL's confirmation that it has no objections to Conditions C18 and C19 and that these Conditions align with existing industry practice and consumer protection obligations.
95.	C19	TSTT	Condition C19 appears to substantially replicate the disclosure and transparency obligations already imposed under Condition C3 of the Revised Concession. Condition C3 already sets out detailed requirements relating to the publication and disclosure of information to consumers, including pricing, charges, and other service-related information. Condition C19 does not introduce any materially distinct or additional	TSTT recommends that C 19 be deleted in its entirety	The Authority does not agree that Condition C19 is duplicative of Condition C3. Condition C19 gives effect to section 24(1)(b) of the Telecommunications Act, which was previously omitted from the concession. Section 24(1)(b) requires a concessionaire to provide users, under

			regulatory objective, but instead restates similar obligations in parallel terms. This duplication is problematic for several reasons: Regulatory Redundancy Repeating substantively identical obligations across multiple concession conditions does not enhance consumer protection. Rather, it creates unnecessary complexity and increases the risk of inconsistent interpretation and enforcement. Uncertainty of Scope and Compliance Where similar obligations are expressed in different conditions, it becomes unclear whether each condition is intended to impose separate, cumulative requirements or merely restate the same obligation. This undermines regulatory certainty and complicates compliance. Poor Regulatory Drafting Practice Regulatory best practice favours clarity, consolidation, and precision. If an obligation is adequately addressed in Condition C3, there is no regulatory justification for restating it in Condition C19. Any additional or distinct requirement should be clearly differentiated and expressly articulated.		conditions which are published or otherwise filed with the Authority, with access to and the opportunity to use the network or service on a fair and reasonable basis and without discrimination among similarly situated users. While Condition C3 addresses the publication and disclosure of information to consumers, Condition C19 is directed to the substantive obligation to provide access to services on a fair, reasonable and non-discriminatory basis. The conditions therefore address different regulatory objectives and are not duplicative. Accordingly, Condition C19 has been retained in the revised concession.
96.	C20	TSTT	Condition C20 seems to introduces the requirement that the Authority "approve customer migration." TSTT submits that this language is unclear, ambiguous, and inappropriate in a telecommunications regulatory context, particularly in the absence of a clear and precise definition of what is meant by "customer migration."	TSTT recommends that the words "in the event of approved customer migration" be deleted Condition c 20	The Authority acknowledges TSTT's concerns regarding the ambiguity of the term "customer migration" and the use of the word "approved" in Condition C20. The Authority clarifies that "customer migration" refers to the movement of customers from one

			Multiple Meanings of "Customer Migration" in Telecommunications In telecommunications practice, the term "customer migration" is used to describe a range of fundamentally different activities, including but not limited to: (i) migration from one service plan or tariff to another; (ii) migration between technologies (e.g. copper to fibre, 3G to LTE/5G); 1. migration between platforms or systems (e.g. legacy billing or CRM systems to new systems); 2. migration resulting from network modernisation or decommissioning; 3. migration associated with service upgrades, downgrades, or re-bundling; and 4. customer churn or switching facilitated by number portability. Each of these scenarios has distinct operational, commercial, and regulatory implications. Without a definition, it is unclear which of these activities, if any are intended to fall within the scope of Condition C20. Ambiguity of the Term "Approve" The use of the word "approve" further compounds the uncertainty. In regulatory terms, "approval" may imply prior authorisation or consent or the exercise of discretion to permit or prohibit an activity or even a formal regulatory determination with legal consequences. If construed as requiring prior regulatory approval, the condition risks introducing a de facto authorisation regime for routine operational and commercial		service plan to another, including the migration of customers from legacy or grandfathered service plans to new service offerings. Such migrations may involve changes to pricing, service features, terms and conditions or underlying technology platforms. To provide greater clarity, the Authority has amended Condition C20 to expressly refer to customer migration "*from one service plan to another*". The Authority also agrees that the use of the word "approved" may create uncertainty as to the intended scope of the condition. As the Authority does not intend to require its approval for customer migration, the word "approved" has been removed from the revised concession. Accordingly, Condition C20 has been amended to clarify both the meaning of customer migration and the nature of the obligation imposed on concessionaires.

			decisions. This would be inconsistent with a liberalised telecommunications framework and could significantly impede service evolution, network modernisation, and customer choice. Absent clear drafting, it is also unclear whether approval is intended to be transaction specific or category based or even time limited and/or merely procedural or informational in nature. Risk of Regulatory Overreach and Uncertainty The lack of definitional clarity creates material regulatory risk for concessionaires, including uncertainty as to when approval is required as well as exposure to ex post enforcement based on retrospective interpretations. Such uncertainty is incompatible with principles of regulatory certainty, proportionality, and predictability, which are essential to investment and innovation in telecommunications markets. Inconsistency with a Modern, Liberalised Framework In a modern telecommunications environment service migration is often continuous and software driven with technology upgrades being essential to maintain service quality and efficiency. In addition, customer migration is frequently undertaken in the consumer’s interest, including improved speeds, reliability, or functionality. Requiring regulatory “approval” for such activities, particularly without clear limits, would be antithetical to competitive market dynamics and inconsistent with the		

			role of concessions as instruments of authorisation rather than ongoing operational control.		
97.	C20-C23	CCTL	CCTL has reviewed Conditions C20 to C23 relating to customer information, marketing practices, and protection of consumer rights. CCTL has no issues with these conditions, which align with existing industry standards and best practices, but will require a moratorium from Date of Grant to ensure full compliance with new conditions, namely C22c.	No changes are recommended, however CCTL requests an explicit moratorium from the Authority regarding compliance on C22c.	The Authority notes CCTL's confirmation that it has no objections to Conditions C20 to C23 and that these conditions align with existing industry standards and best practices. In relation to the request for a moratorium to facilitate compliance with Condition C22(c), the Authority acknowledges that the introduction of new or revised obligations may require a reasonable implementation period to ensure orderly compliance. Accordingly, the Authority is prepared to provide existing concessionaires renewing their concessions with a moratorium until fiscal year 2027 to achieve compliance with Condition C22(c).
98.	C22(c) and (d)	TSTT	C 22 c and d Conditions C22(c) introduces the concepts of “opt out” and “do not contact” in the context of a telemarketing policy, without providing any definitions or scope limitations. In a telecommunications environment, these terms are not self-evident and are capable of multiple interpretations. In practice, “opt out” and “do not contact” may variously be understood to apply to: (i) outbound marketing calls only; (ii) all forms of direct marketing, including SMS, email, USSD, and app-based notifications; (iii) all communications, including non-marketing communications; or (iv) contact by a specific concessionaire, or by any operator generally.	TSTT recommends the following Condition c22 c. should be deleted and replace with the following “establish and maintain a telemarketing policy which shall include cost-free “opt-out” notifications and “do-not-contact” lists as it relates solely to marketing communications which means communications initiated by or on behalf of the concessionaire for the purpose of promoting, advertising, soliciting, or encouraging the purchase or use of telecommunications services. The concessionaire shall ensure that all persons engaged in any aspect of its	The Authority notes TSTT's concerns regarding the scope and application of the terms "opt-out" and "do-not-contact" in Conditions C22(c) and C22(d). The Authority clarifies that these concepts are not new and are derived from section 6.1.5A of the Authority's Consumer Rights and Obligations Policy (CROP), which sets out the recommended approach for service providers in relation to unsolicited advertisements, opt-out mechanisms and do-not-contact lists. In particular the CROP sets out that: *“The authorised provider or any of its agents should not use any telephone, facsimile machine, computer, or other device to send an unsolicited advertisement to a customer’s equipment. Any advertisement made in this manner should contain a notice that informs the recipient of the ability and means to avoid future*

			Absent definitions, it is unclear whether these terms are intended to operate permanently or temporarily, or apply across all services or only specific services or even whether they extend beyond marketing into operational, contractual, or regulatory communications. This lack of precision creates material uncertainty for concessionaires and is inconsistent with basic principles of regulatory drafting, which require that obligations, particularly those affecting customer communications, be clear, limited, and objectively determinable. Interaction with the Number Portability Policy and Duration of "Do Not Contact" The ambiguity in Condition C22(d) is compounded when considered alongside the Authority's Number Portability Policy. Under that policy, specific restrictions apply to the ability of operators to contact customers who have ported their numbers, particularly in order to prevent undue influence or anti-competitive "win-back" practices. However, those restrictions are time-bound, and the policy expressly contemplates that contact may resume after a defined period (notably six months). Against this background, Condition C22(d) appears to suggest a potentially permanent prohibition on contact, with no express limitation as to duration, purpose or category of communication. If interpreted literally, the condition could be read as preventing a concessionaire from contacting a customer indefinitely, even where such contact is:	telemarketing are trained in accordance with the policy. Condition C22 d be amended by the insertion of the words "for marketing communications purposes" after the word "contacted" in line two. Reinstate the words "for a period of not less than six months"	*unsolicited advertisements through an explicit .opt-out. procedure which is at no cost to the customer. Pursuant to the exercise of the opt-out procedure, the customer's contact information will be included in a .do-not-contact list., which is a list of the numbers of customers who have indicated that they wish not to be contacted for telemarketing purposes. Any authorised provider engaging in telemarketing techniques should ensure the development of an internal do-not-contact list. The applicability of such lists should include calls that are made or on behalf of a tax-exempt non-profit organization, but should not include calls which is made for emergency purposes. Internal policies should be such that included numbers are kept on the list for a minimum period of six months. Any customer receiving a telemarketing call must have the right to indicate their desire to be included on the do-not-contact list of the specific company, and the calling party should take the necessary measures to ensure that such inclusion is done in a timely manner. The Authority proposes that the authorised provider's do-not-contact lists be maintained as an online database, to which the Authority has access for the purpose of verification and addressing of consumer complaints."* The Authority therefore considers that Conditions C22(c) and C22(d) are directed towards marketing and telemarketing communications and are not intended to prevent concessionaires from contacting customers for legitimate operational, contractual, billing, regulatory, security, fraud prevention, complaint-handling or other non-marketing purposes.

			(i) required for billing, debt recovery, or service reconciliation; (ii) necessary to comply with legal or regulatory obligations; or (iii) initiated in response to a customer enquiry or dispute. Such an interpretation would be inconsistent with the Authority's own Number Portability framework as well as standard telecommunications operational practices, in addition to fundamental contractual and legal requirements. Need to Distinguish Marketing from Operational Communications From a regulatory standpoint, any "opt out" or "do not contact" obligation should be expressly confined to marketing communications. Telecommunications operators must, as a matter of necessity, retain the ability to contact customers for non-marketing purposes, including but not limited to: (i) billing and payment matters; (ii) service notifications and outages; (iii) security, fraud, and misuse alerts; (iv) contractual changes mandated by law; and (v) dispute resolution or complaint handling. Failing to draw this distinction risks imposing obligations that are unworkable in practice and contrary to both consumer and operator interests.		The Authority further notes that section 6.1.5A of the CROP recommends that customer information remain on a do-not-contact list for a minimum period of six months. C22(c) has been amended in insert the words " *as it relates solely to marketing communications which means communications initiated by or on behalf of the concessionaire for the purpose of promoting, advertising, soliciting, or encouraging the purchase or use of telecommunications services*" C22(d) has been amended to insert the words "*for marketing communication purposes, this request shall be complied with forthwith unless otherwise agreed by the subscriber*" The Authority has also recognised that implementation of Condition C22(c) may require operational changes by concessionaires and is prepared to provide existing concessionaires renewing their concessions with a moratorium until fiscal year 2027 to achieve full compliance with the condition.

99.	C24	CCTL	CCTL has reviewed Condition C24 concerning minimum contract terms, early termination, and contract modifications. CCTL has no concerns regarding the conditions addressing the Effective Date of Grant or the availability of minimum term options, as set out in subsections (a) and (b). However, CCTL seeks clarification regarding subsection (c), which would require the Concessionaire to provide users with at least thirty (30) days' advance notice of any modification likely to cause material detriment and to allow termination without penalty. CCTL is concerned that the inclusion of this obligation may be redundant considering existing consumer-protection legislation and associated regulatory requirements. Further, the condition may create operational and administrative burdens that are disproportionate to its intended purpose, especially where routine or non-substantive contractual updates are involved.	CCTL recommends that the Authority reviews the necessity of subsection c and consider either: 1. Removing it from the concession, since consumer protections may already be addressed under broader regulations; or 2. Clarifying its scope, limiting it to material changes that are not already covered by existing consumer rights regulations, to avoid wduplication and unnecessary operational complexity.	The Authority does not agree that Condition C24(c) is unnecessary or duplicative. The Authority clarifies that the obligation is intended to apply only where a modification is likely to result in a material detriment to the user and is not intended to apply to routine or non-substantive contractual updates. The Authority further notes that Condition C24(c) introduces an additional consumer protection measure by requiring concessionaires to inform users of their right to terminate the contract without penalty where a materially detrimental modification is not acceptable to the user. Accordingly, Condition C24(c) has been amended to insert the words "*A material detriment to the user means a change that causes a significant disadvantage to a user including any material increase in charges, appreciable reduction or change in service, or significant limitation of the user's contractual rights.*" .
100.	C24(c)	TSTT	C 24 c. A core principle of administrative and regulatory law is that regulated entities must be able to understand in advance what conduct is prohibited or restricted. Condition C24(c), empowers the Authority to intervene where conduct is considered to cause "material detriment" to users, without defining, the threshold of detriment or whether detriment must be economic, service-related, safety-related, or reputational or even whether detriment must be actual or merely potential;	TSTT recommends that Condition c 24c be deleted in its entirety unless there is an acceptable definition of "material detriment" included that accords with international best practice	The Authority notes TSTT's concerns regarding the use of the term "material detriment" and the need for greater certainty as to its scope and application. The Authority clarifies that Condition C24(c) is not intended to create a basis for regulatory intervention in lawful commercial or operational decisions. Rather, the condition is intended to protect consumers where a concessionaire proposes

			This creates a subjective and indeterminate standard, which is inconsistent with good regulatory drafting and vulnerable to challenge on grounds of uncertainty. In mature telecom regimes (e.g. UK Ofcom, EU frameworks), where "material detriment" is used, it is always accompanied by a statutory or regulatory definition with a non-exhaustive list of factors or explicit reference to consumer harm tests, such as: (i) significant financial loss, (ii) denial of service, (iii) service degradation below published QoS thresholds, (iv) misleading or unfair practices. The absence of any such guidance in C24(c) places the proposed concession outside international best practice. Practical consequences for concessionaires Without clarification, C24(c) could allow the Authority to intervene in: (i) lawful tariff changes, (ii) standard contract amendments, (iii) network optimisation decisions, (iv) service withdrawals mandated by technology helevolution, even where no measurable consumer harm exists.		modifications to an existing contract that are likely to result in a material detriment to the user. The Authority also points out that Condition C24(c) requires concessionaires to provide affected users with prior notice of such changes and the opportunity to terminate the agreement without penalty where the modified terms are not acceptable. Accordingly, the Authority does not agree that Condition C24(c) should be deleted and has instead clarified the meaning of "material detriment" in the revised concession The Authority has amended the condition to insert the words "*A material detriment to the user means a change that causes a significant disadvantage to a user including any material increase in charges, appreciable reduction or change in service, or significant limitation of the user's contractual rights."*
101.	C26(a)	TSTT	See comments on Condition C 4 which posits that the publication of any directory, is no longer justified in a modern telecommunications environment.	TSTT recommends that c 26 a be deleted in its entirety.	The Authority does not agree with the recommendation to delete C26(a) The Authority informs TSTT that Trinidad and Tobago is obligated under the terms of the Economic Partnership Agreement with the European Union that was entered into by the Member States of the

					Caribbean Forum (CARIFORUM), to follow agreed principles for its regulatory framework for telecommunications and broadcasting services. Accordingly, Article 100 of the CARIFORUM/ EPA Agreement sets out that the regulatory framework must contain the following provision: "*directories of all subscribers are available to users in a form approved by the national regulatory authority, whether printed or electronic, or both, and are updated on a regular basis, and at least once a year*." Section 3(e) of the Act also prescribes the Authority's duty to facilitate the achievements of its objectives in a manner that is - "*consistent with Trinidad and Tobago's international commitments in relation to the liberalisation of telecommunications*." Additionally, the Authority's position is set out at Item No. 85 above and Item. 106 below.
102.	C27	TSTT	Having regard to proposed Conditions C27 and C28 in the Revised Concession, there is a clear risk of both duplication and internal inconsistency, particularly in relation to the Authority's power to determine whether contractual terms are "unfair to the user". Duplication of regulatory function Condition C27 vests the Authority with the power to assess and intervene where contractual terms are deemed "unfair to the user", while Condition C28 separately establishes obligations relating to contract	TSTT recommends that C27 be deleted in its entirety	The Authority does not agree that Conditions C27 and C28 are duplicative or conflicting. The Authority clarifies that the two conditions serve distinct purposes. Condition C27 requires the submission of customer contracts to the Authority and enables the Authority to review such contracts to ensure compliance with applicable legal and regulatory requirements, including consumer protection obligations. Condition C28, on the other hand, requires concessionaires to obtain the

			transparency, disclosure, and user protections. To the extent that both provisions regulate the fairness and enforceability of customer contracts, they overlap materially in subject matter and effect, creating duplication without clear delineation of scope or hierarchy. Conflict between discretionary and rule-based regulation More significantly, C27 introduces a broad, discretionary fairness test ("unfair to the user") without definition or objective criteria, whereas C28 appears to operate as a more structured, rule-based framework governing contract terms and customer rights. This creates a tension whereby compliance with the specific requirements of C28 may nevertheless be overridden by a subjective determination under C27, effectively rendering C28 uncertain in application. Legal and regulatory risk This interaction risks undermining legal certainty, as concessionaires cannot rely on compliance with C28 as a safe harbour, and grants the Authority parallel and potentially conflicting enforcement pathways. This exceeds the intended balance of consumer protection by allowing open ended intervention absent defined standards.		Authority's approval for material changes to customer contracts. The Authority further notes that its review of customer contracts is not undertaken on the basis of an unfettered or subjective discretion. Customer contracts are assessed against applicable laws and regulatory instruments, including the Consumer Protection and Safety Act, the Unfair Contract Terms Act, the Sale of Goods Act and the Consumer Rights and Obligations Policy. Accordingly, Conditions C27 and C28 address different regulatory objectives and operate in a complementary manner. The Authority therefore does not agree that the conditions are duplicative, conflicting or create regulatory uncertainty. Condition C27 has been retained in the revised concession.
103.	C27-C29	CCTL	CCTL has reviewed the conditions concerning the submission of user contracts and any material modifications thereto. CCTL has no objections to the proposed language, as it already submits all material changes to its contracts—including terms and conditions—to the Authority in accordance with established practice and the requirements under previous iterations of the concession document. CCTL	No changes are recommended.	The Authority notes CCTL's confirmation that it has no objections to Conditions C27 to C29 and that it already submits customer contracts and material modifications thereto in accordance with established practice and previous concession requirements.

			shall ensure that pursuant to C29d that procedures for handling complaints and disputes shall be made available as prescribed under A66.		The Authority further notes CCTL's confirmation that procedures for handling complaints and disputes will be made available in accordance with Condition A66.
104.	C29(b)	TSTT	The Consumer Complaints Committee does not have statutory power under the Telecommunications Act to issue “directions”, and wording to that effect risks conferring an adjudicatory function that the Act does not contemplate. Under section 18(1)(q) of the Telecommunications Act, the Consumer Complaints Committee is expressly limited to collecting, deciding on, and reporting on consumer complaints, with its role framed as advisory and administrative in nature. If Condition C29(b) is interpreted as permitting the Committee to issue “directions” to concessionaires, this would amount in substance to the exercise of adjudicatory or enforcement power, including the ability to determine rights and obligations. Such a function goes beyond complaint handling and would be inconsistent with the statutory allocation of powers under the Act as well as the principles of administrative law requiring clear legislative authority for adjudicative decision-making. It would also violate the procedural safeguards applicable to formal dispute resolution under sections 82 and 83 of the Act.	TSTT recommends that Condition c 29 b should read as follows:- “cooperate as required with the consumer complaints committee established by the Authority in accordance with section 18(1)(q) of the Act. Conditions C18,21, C 22 a.b, e and g are amenable as well as c 24 a, and b, c25, c26, c28 and C29, a c and d	The Authority notes TSTT's comments regarding the role and functions of the Consumer Complaints Committee established under section 18(1)(q) of the Telecommunications Act. The Authority clarifies that the Consumer Complaints Committee operates as an internal mechanism established pursuant to sections 18(1)(q) and 18(1)(m) of the Act to assist the Authority in the consideration, resolution and reporting of consumer complaints. The Authority does not agree that Condition C29(b) confers an adjudicatory function on the Consumer Complaints Committee or creates a dispute resolution mechanism analogous to that contemplated under sections 82 and 83 of the Act. The condition is intended to facilitate the effective resolution of consumer complaints and the implementation of corrective measures arising from that process. Accordingly, the revised concession has amended Condition C29(b) to require concessionaires to cooperate with and comply with any directions of the Consumer Complaints Committee established by the Authority in accordance with section 18(1)(q) of the Act.

105.	C30-C31	TSTT	In the telecommunications context, a Customer Charter is typically a non binding, consumer facing summary of service standards and customer rights already established in law, licences, tariffs, and contractual terms. The Revised Concession, however, already contains extensive and enforceable customer protections covering service quality, billing accuracy, transparency, complaint handling, dispute resolution, and regulatory oversight. Requiring a separate Customer Charter would therefore duplicate existing obligations without creating new legal rights, while introducing additional compliance and maintenance burdens. Moreover, the existence of a Charter risks inconsistency with concession conditions and may create consumer confusion if simplified Charter language diverges from binding provisions. In these circumstances, Condition C30 is unnecessary, as consumer protection objectives are more effectively achieved through the existing concession framework and regulatory enforcement mechanisms.	TSTT recommends that Conditions C 30 and 31 be deleted in their entirety	The Authority does not agree to the deletion of Conditions C30 and C31. The revised concession has amended Condition C30 so that the concessionaire is now required to prepare and provide to its customers a customer charter, as opposed to the original concession which required it to be provided to its employees. The Authority refers to section 5.1.3 of the CROP which expounds on the Customer Charter. It states as follows: "*The intention behind the creation of a Customer Charter is to have the authorized provider collate its customer-related policies and information in one document, so as to facilitate ready access to such information by customers and, where necessary facilitate the ready identification by the customer where an update to this information is warranted*." Accordingly, there is no other similar obligation and the conditions C30-31 requirement for a customer charter is not duplicated. Both conditions are retained in the revised concession.
106.	C32-C34	TSTT	Proposed Conditions C32–C34 are ultra vires the Telecommunications Act in that they purport to mandate the creation and operation of integrated directories and directory enquiry services across concessionaires without any express or implied statutory authority. The Act does not empower the Authority to require industry wide integration of subscriber information or to compel concessionaires to participate in shared informational platforms. Where Parliament intended directory services to be regulated, it did so exclusively through the universal service framework, which prescribes both the scope and the process for imposing such obligations.	TSTT recommends as follows:- (i) The words "an integrated" in line two of Condition C 32 be deleted and replaced with "its". Conditions C33 and 34 be deleted in their entirety	The Authority agrees with TSTT's recommendation to replace "*an integrated*" with "*its*" in Condition C32. The Condition has been amended to require the concessionaire to provide, or provide access to, directory enquiry services based on its own customer database, removing the reference to "an integrated" customer database. Additionally, the Condition has been amended to remove the reference to "printed or in electronic" format, replacing it with simply "in electronic" format, as well as removing the reference to "integrated" directories. Furthermore, Condition

			In Trinidad and Tobago, the Telecommunications (Universal Service) Regulations, constitute the sole lawful mechanism for designating and implementing universal service obligations, including directory assistance. While directory assistance is recognised as a basic service, neither the Act nor the Regulations authorise mandatory integration of directories, cross-operator data sharing, or common directory enquiry platforms. Introducing these requirements by concession condition impermissibly circumvents the statutory scheme and creates substantive new obligations not contemplated by primary or subsidiary legislation. The ultra vires nature of the proposed conditions is reinforced by comparative practice. In the UK, directory services are regulated only where expressly provided for in statute and, even then, through the designation of a specific universal service provider rather than compulsory industry wide integration. After more than twenty years of liberalisation in Trinidad and Tobago, during which no integrated directory has been required, the imposition of such obligations now represents an unlawful expansion of regulatory power beyond the limits set by the Act.		C34, which required the mandatory exchange of all relevant customer data with other concessionaires for the purpose of providing integrated directories and directory enquiry services, has been deleted from the revised concession. The Authority maintains its obligations under Article 100 of the CARIFORUM/EU Economic Partnership Agreement and section 3(e) of the Act with respect to the availability of directories.
107.	C35	TSTT	This duplicates c 32 if proposed re drafting is accepted	Delete Condition c 35	The Authority does not agree to the deletion of Condition C35. The Condition is retained in the revised concession.
108.	C36(b) and (c)	TSTT	C 36 b This obligation is already provided for in C 20 C 36 c A failure rate of less than 1% is not an accepted industry standard for operator-assisted calling services. Operator	TSTT recommends as follows:- (i) Delete Condition C 36 b (ii) Replace one percent (1%) in Condition C 36 c with five percent (5%)	With respect to Condition C36(b), the Authority does not agree that the provision is duplicative of Condition C20. Condition C20 addresses customer migration from one service plan to another, whereas Condition C36(b) relates specifically to the provision of operator-assisted services and the information that must be made available to users in

			services depend on human interaction, call routing, and caller behaviour, and are therefore subject to variability that cannot be controlled to near-perfect levels. Industry practice measures performance using averaged service-level indicators such as operator answer time, call completion rates, and abandonment rates, with acceptable non-completion levels typically in the range of 2–5%. Neither UK nor international regulatory practice imposes a strict sub-1% failure threshold for operator services. Accordingly, applying a <1% fail rate under Condition C36(c) would be technically unrealistic, disproportionate, and inconsistent with established telecommunications practice, and risks creating de facto strict liability for normal operational variability.		that context. Accordingly, Condition C36(b) has been retained in the revised concession. With respect to Condition C36(c), the Authority notes TSTT's comments regarding operational variability in operator-assisted services. The Authority clarifies that Condition C36(c) is intended to address call failures attributable to service unavailability and not normal operational factors such as caller abandonment or user-driven call termination. The requirement that failures attributable to lack of availability remain below one percent (1%) reflects a high availability standard consistent with established expectations for public telecommunications services. The Authority does not consider that this creates strict liability for routine human variability but rather establishes a benchmark to ensure that operator-assisted services remain accessible and adequately resourced. Accordingly, the Authority does not accept the recommendation to increase the threshold to five percent (5%), and Condition C36(c) has been retained in the revised concession with insertion of the words "*access line unavailability*" - to provide added clarification.

109.	C37-C38	CCTL	CCTL has reviewed Conditions C37 and C38 relating to the resale of Public Telecommunications Services. CCTL has no concerns with Condition C37, which appropriately requires that resale arrangements be fair, non-discriminatory, and priced on reasonable terms. However, further clarification is required in respect of Condition C38. In particular, the scope of what constitutes a "resale agreement" for the purpose of triggering the requirement for prior written approval from the Authority is not sufficiently defined. This ambiguity may create operational uncertainty for the Concessionaire, especially when entering into routine commercial arrangements that may not traditionally be regarded as resale agreements.	CCTL recommends that the Authority provides a clear definition of "resale agreement", including examples of arrangements that would or would not require prior approval. This will ensure compliance while avoiding unnecessary delays or disputes over interpretation.	The Authority notes CCTL's request for clarification regarding the scope of resale agreements and the application of the approval requirement under Condition C38. Upon further consideration, the Authority deleted Condition C38 and the requirement for the submission or approval of resale agreements no longer applies.
110.	C37-C38	TSTT	Wholesale telecommunications arrangements are commercial inputs between operators and should be negotiated on a commercial basis rather than mandated or pre-approved by the regulator. In a liberalised market, negotiated wholesale access promotes efficiency, investment, and service innovation, while allowing prices and service levels to reflect network costs, demand, and risk. Regulatory intervention is justified only where there is demonstrable market failure, such as significant market power or refusal to supply essential facilities. Existing competition law and ex post regulatory powers already provide sufficient safeguards against discriminatory or anti-competitive conduct, making routine regulatory involvement in wholesale contracting unnecessary, disproportionate, and potentially harmful to competition. In addition, Conditions C37 and C38 appear to conflate wholesale service provision with retail resale and dealer distribution arrangements. Wholesale services involve the supply of network services to other operators or service providers and may warrant regulatory oversight.	TSTT recommends as follows:- (i) The last sentence in Condition C 37 should be deleted (ii) Condition 38 should be deleted	The Authority does not agree with TSTT's recommendation to delete the final sentence of Condition C37. The Authority notes that the requirement that the cost of a wholesale service should not exceed the cost of the equivalent retail service is consistent with its statutory mandate to promote fair competition and detect anti-competitive conduct in the telecommunications sector. With respect to Condition C38, the Authority has reconsidered the requirement for the submission and approval of resale agreements. Accordingly, Condition C38 has been deleted from the revised concession, and the issue of notification or approval of resale agreements no longer arises.

			By contrast, dealer and reseller channels are standard retail sales mechanisms where the concessionaire remains the service provider of record, retains full regulatory responsibility, and does not transfer network access or capacity. Treating such arrangements as “resale” requiring written notice under C38 would unnecessarily capture routine commercial practices, impose disproportionate administrative burdens, and depart from over twenty years of liberalised market practice in Trinidad and Tobago. Clarification is therefore required to limit notification obligations strictly to genuine wholesale arrangements and to exclude ordinary dealer and retail distribution models.		
111.	C39	TSTT	This is duplicative and already set out in Condition B 18	Delete Condition 39	The Authority does not agree that Condition C39 is duplicative of Condition B18. The Authority notes that Condition B18 applies in the context of public telecommunications networks, whereas Condition C39 applies in the context of public telecommunications services. The conditions therefore apply to different categories of concessionaires and serve distinct regulatory purposes. The Authority further notes that section 25(1) of the Telecommunications Act requires a concession for a public telecommunications network or a public telecommunications service to include conditions relating to the provision of interconnection. Accordingly, the Authority considers that Condition C39 remains necessary and has retained the condition in the revised concession.
112.	C40	Anonymous	Proposed condition C40 is clearly drafted with broadcasting service providers in mind (and a	Recommendation: Split C40 (and by extension 014) into two separate	The Authority notes the stakeholder's comments regarding the application of Condition C40 to

		Member of the Public	corresponding condition is contained in Section D), but is imported into Section C for telecommunications services. To begin, there are two halves/sentences in C40: (1) on ex ante permissions, and (2) on content access disabling. These two aspects are different mechanisms based on different logic, and so should be split. The first half of C40 requires ex ante permissions from all IP owners for content that it communicated in the course of a telecommunications service, which includes internet service providers (ISPs). In essence, C40's 'ex ante permission' approach is asking an ISP concessionaire to ensure copyright compliance for every transmission on its network, before that transmission even takes place. This would translate into an obligation for an ISP to seek copyright clearance for every single conceivable piece of content available on the open internet. This is both technically and legally impossible, and is not coherent policy as the concessionaire is by definition not initiating a transmission (i.e., it is a telecom operator/service provider and not a broadcaster). The approach taken under the E--transactions Act and prevailing international practice, is that under the mere conduit approach, there is potential secondary liability for the communications intermediary which triggers a 'take-down obligation'. There is no precedent for primary liability that would give rise to an ex ante obligation for rights clearance. For policy coherence, it is critical that (the first sentence of) proposed condition C40 be removed entirely from Section C of the concession.	conditions as they are based on different mechanisms. Urgently remove (the first half of) C40 as it is incoherent for non-broadcasting concessionaires.	telecommunications service providers and the distinction between telecommunications services and broadcasting services. The Authority agrees that a requirement for telecommunications service providers to obtain prior permission from intellectual property rights holders is not appropriate in the context of telecommunications services, including internet access services, where the concessionaire does not initiate, select or exercise editorial control over the content transmitted over its network. The Authority further agrees that imposing such an obligation on telecommunications service providers would not be consistent with the nature of telecommunications services or the role of a communications intermediary. Accordingly, the revised concession has been amended to remove the requirement relating to prior permissions from intellectual property rights holders in respect of telecommunications services. Provisions relating to the disabling of access to, or removal of, content pursuant to lawful authority have been retained. Obligations relating to prior permission continue to apply in the context of broadcasting services, having regard to the different nature of those services.

113.	C40	Digicel	Digicel would like language to clarify the wording of this clause.	To add in "The concessionaire shall not knowingly transmit, broadcast or communicate to the public…."	The Authority's position is set out at Item No. 112 above. The Authority has amended Condition C40 as it applies to telecommunications services to remove the requirement relating to prior permissions from intellectual property rights holders. The Authority considers that these amendments adequately address concerns regarding the scope of the obligation imposed on telecommunications service providers.
114.	C40-C42	CCTL	CCTL has reviewed Conditions C40 to C42 relating to the protection of intellectual property rights. CCTL has no issue with the inclusion of these conditions and considers them appropriate and necessary. The conditions promote market stability, fairness, and equity by ensuring that licensees operate on a compliant basis and that entities without the requisite intellectual property rights do not gain an unfair advantage through non-compliance. These conditions also support a more consistent regulatory environment and align with established legal principles governing intellectual property protection.	No changes are recommended.	The Authority notes CCTL's confirmation that it has no objections to Conditions C40 to C42 and that these conditions are considered appropriate and necessary to support the protection of intellectual property rights. C40 has been amended as set out at Item No. 112 above. Additionally, the condition has been amended to include the words "*No action shall be brought by the Authority against the concessionaire for any act done in good faith under this condition and pursuant to a lawful direction from the Authority.*"
115.	C40-C42	Anonymous Member of the Public	Proposed Conditions C40/C42 and Administrative Enforcement The second half of proposed C40 defines three possible triggers for the obligation to 'remove or disable access' to allegedly infringing content: (i) when the concessionaire is 'aware', (ii) when notified by the	Reconsider the jurisdictional basis and policy-viability of an administrative enforcement mandate. If the (risky) policy decision is taken to claim a mandate of administrative enforcement powers, the first half of C40 (on ex	The Authority notes the stakeholder's comments regarding the proposed operation of Condition C40, and the issues raised concerning intellectual property enforcement, due process and jurisdiction.

			Authority, or (iii) where notified by the IP owner of any programme. The first trigger (when the concessionaire is 'aware') is already the key feature of the existing intermediary liability framework under the E-Transactions Act. The second trigger (when notified by the Authority) amounts to the ability of the regulator to issue ex officio injunctions in matters of private property. There is nothing in the existing national copyright law framework that foresees such administrative enforcement provisions. Furthermore, the Authority arguably has neither the jurisdiction nor expertise to determine whether an IP infringement exists. Similar issues of due process and proportionality would arise in the case of the third trigger (where notified by the IP owner). Overall, enforcement within the copyright system can be complex due to (i) determining correct standing to enforce, (ii) interpreting the boundaries of exclusive rights in an evolving technological landscape, (iii) the importance of legitimate limitations and exceptions to protect public interest, and (iv) determining equitable relief which does not always mean an automatic injunction. Copyright cases (particularly those involving ICT use cases) can be very complex. Reducing this complexity to an administrative enforcement regime without a proper sup1Porting procedural framework is a massive disruption to a very sensitive area of law which is itself evolving continuously. More critically, in the absence of a cited jurisdictional basis under the Telecommunications Act, it is not clear that administrative enforcement of IP claims would even be legitimate. The concept of administrative IP enforcement alone is something which would require its	ante permission) should be removed, leaving the second half alone (on access disabling).	Following consideration of submissions received, the Authority has refined Condition C40 to clarify its application. In particular, the revised condition removes the requirement for prior permissions in respect of telecommunications services and retains obligations relating to the disabling or removal of content only where required by law or pursuant to a lawful direction of the Authority. The Authority clarifies that it does not intend to adjudicate allegations of intellectual property rights infringement, which remain matters for determination by courts of competent jurisdiction and are essentially private rights. The Authority further recognises that intellectual property disputes may involve complex questions of ownership, standing, infringement and available remedies. Accordingly, the revised condition is not intended to create a general administrative enforcement regime for intellectual property rights. Where a concessionaire is required to take action pursuant to a court order, lawful authority or other applicable legal requirement, failure to comply with such obligation may give rise to a breach of the concession. The Authority further intends to develop a notice-and-takedown procedural document to provide guidance on the implementation of Condition C40, including the respective roles and responsibilities of relevant stakeholders. The Authority acknowledges the complexities associated with such a framework and intends for the document to be subject to stakeholder consultation before implementation. The condition has been amended to include the words '*take reasonable measures and cooperate*

			own policy analysis and public consultation with both telecommunications and copyright sector stakeholders. It is not a simple update of the regulatory framework but a very fundamental shift in the relationships between key actors in the ICT ecosystem.		*with the Authority or other relevant legal authorities to prevent or minimise*' instead of not knowingly permitting. Additionally, the condition now includes the words '*No action shall be brought by the Authority against the concessionaire for any act done in good faith under this condition and pursuant to a lawful direction from the Authority*."
116.	C40-43	TSTT	Absence of statutory authority Conditions C40–C43 purport to impose obligations on concessionaires to protect or enforce intellectual property rights in the use of telecommunications networks. The Telecommunications Act does not confer power on the Authority to mandate proactive monitoring, detection, or enforcement of IPR infringements by network operators. Intellectual property protection is governed by separate, specialist legislation, enforced through courts and competent authorities. Introducing such obligations through concession conditions therefore exceeds the scope of the Authority's statutory mandate and is ultra vires. Impossibility of performance and legal conflict The conditions implicitly require concessionaires to monitor internet traffic and user content on a continuous basis. This is technically impossible in modern networks, where traffic is encrypted and carried at scale. Compliance would also place operators in direct conflict with statutory duties of confidentiality and privacy and network security requirements.	TSTT recommends that Condition c 40 to C 42 should be deleted in their entirety	The Authority notes the stakeholder's comment in relation to monitoring and detection. Following consideration of submissions received, the Authority has refined Condition C40 to clarify its application, including removing any requirement for prior permissions in respect of telecommunications services and retaining obligations relating to content access disabling or removal where required by law or pursuant to a lawful direction of the Authority. The Authority clarifies these clauses create no obligation for service providers to actively monitor content or internet traffic for intellectual property infringements. The Authority considers that, as refined, Conditions C40-C43 fall within the permissible scope of concession conditions under the Telecommunications Act, as they relate to compliance with applicable law and the operation of authorised services. The Authority further considers that the refined Conditions are proportionate and consistent with the neutral carriage role of telecommunications operators.

			A regulatory condition that cannot be lawfully or technically complied with is invalid in principle and cannot be sustained within the statutory framework. Impermissible delegation of adjudicatory functions Determining whether content infringes intellectual property involves complex legal assessments (ownership, licensing, exceptions, fair dealing, territoriality). By requiring operators to act on alleged infringements, Conditions C40–C43 effectively delegate adjudicatory and enforcement functions to private entities with no legal standing or competence to exercise them. Such functions are reserved to courts and designated enforcement bodies and cannot be transferred by concession condition. Disproportionate and misdirected regulation Even if some regulatory interest could be asserted, imposing proactive IPR enforcement obligations on operators is disproportionate and misdirected. Operators are neutral carriers of data and are not best placed to police content. The conditions therefore go beyond what is reasonable, necessary, or contemplated by the Telecommunications Act. How the issue is dealt with in the UK (comparative position) In the UK, IPR enforcement is not imposed on telecommunications operators through general licensing conditions. Key features of the UK approach:		The concessionaire's obligation is to ensure that permissions from copyright owners are received before transmitting or broadcasting material that is in their editorial responsibility. The concessionaire is also obligated to remove content once notified by the rights owner, the court or the Authority. Additionally, the Authority intends to prepare a notice and take down procedural document that will clearly outline its role as well as the responsibilities of service providers. The Authority acknowledges that there are intricacies involved with respect to such a procedure and intends to give thoughtful consideration in the development and implementation of the document. The Authority also intends for this document to undergo stakeholder consultation and looks forward to your contributions. C40 -The words '*without first obtaining all required permissions from the relevant owners of any intellectual property in such programmes, information and other material'*, were removed as the Authority agreed that the requirement relating to ex ante permissions is not appropriate in the context of telecommunications services, where the concessionaire does not initiate, select or exercise editorial control over the content transmitted over its network. C41 – the word 'all' was removed to clarify that the concessionaire is only required to take reasonable

			(i) Internet service providers are treated as mere conduits, not as monitors or enforcers of content. (ii) Obligations arise only pursuant to specific statutory schemes or court orders, not through general regulatory conditions. (iii) Under copyright legislation, enforcement mechanisms are rights-holder driven and overseen by courts or designated authorities. (iv) The UK regulator, Ofcom, does not require operators to monitor internet traffic or assess whether content is infringing. (v) Operators' duties are generally limited to complying with lawful orders (e.g. blocking or takedown orders issued by a court), preserving neutrality and legal certainty. Even in a highly developed regulatory environment, the UK has deliberately avoided imposing generalised IPR enforcement duties on network operators, recognising the technical, legal, and proportionality concerns.		measures and cooperate with the Authority under this Condition. The Condition has also been amended to include the words '*take reasonable measures and cooperate with the Authority or other relevant legal authorities to prevent or minimise*' instead of not knowingly permitting. Additionally, the condition now includes the words 'N*o action shall be brought by the Authority against the concessionaire for any act done in good faith under this condition and pursuant to a lawful direction from the Authority*."
117.	C41/D15	Anonymous Member of the Public	Proposed Conditions C41 and D15 state that a concessionaire should support measures to address anti-circumvention concerns for user equipment. Presumably this condition is introduced in light of collaborations with the Trinidad and Tobago Intellectual Property Office who has had this issue on the national agenda for some time. However, what is missing is the delicate balance between anti-circumvention measures and user rights. Under copyright law, equipment that might be used for circumventing technological protection measures (TPMs) can still legitimately be used if necessary to enable legitimate limitations and exceptions to copyright.	Recommendation: Consider the need for a separate intervention to ensure that the pursuit of anti-circumvention measures is not used to undermine legitimate user rights.	The Authority proposes to amend C41 to remove the word 'all' before the words '*reasonable measures*'. The Authority notes the stakeholder's recommendation regarding the need to ensure that anti-circumvention measures are not pursued in a manner that undermines legitimate user rights. The Authority agrees that issues relating to the balance between intellectual property protection, user rights and public interest considerations are complex and extend beyond the scope of concession conditions. In this regard, the Authority clarifies that Conditions C41 and D15 are not intended to regulate end-user conduct but rather to complement and

			Overbroad measures (in pursuance of (c41/D15 compliance) can result in restricting user rights and undermining established pro-consumer practices. For example, terminal equipment that allows for 'time shifting' (i.e., recording a broadcast program for viewing at a later time) is widely accepted as a legitimate part of the ICT and media ecosystem, even though their technical status under local copyright law has never been tested. Similarly, virtual private networks (VPNs) have long been standard tools for many internet users, even though they can be potentially used to work around regional restrictions for online content distribution (based on market segmented copyright licencing). Even though these tools can 'facilitate the circumvention of technological protection measures', they have established legitimate uses and need to be addressed with the protection of user rights and public interest in mind. While proposed conditions C41 and D15 are not fundamentally problematic, they do highlight a consistent theme. The concession is meant to be a contractual relationship between the government and the concessionaire, but issues related to IP enforcement affect third-party and public interest. As such, there needs to be deep reflection on whether the concession is actually an appropriate space to achieve such complex policy objectives.		support existing applicable intellectual property law, including any lawful limitations or exceptions.
118.	C41	Digicel	As expressed by Digicel in the said meeting, Digicel, as a provider, cannot be expected to police or control the use of third party equipment by users. This is a not a reasonable or realistic obligation to place on internet providers.	Digicel requests that this clause be re-drafted to remove the onus or responsibility on the operator.	The Authority agrees to amend the clause by removing the word 'all' to clarify that the concessionaire's is only required to take reasonable measures and cooperate with the Authority.
119.	C42	Digicel	Digicel, as a provider, does not monitor the content of material accessed by users through its services. This may be construed as a breach of customers' privacy	Digicel requests further clarification and re-drafting of this clause to reflect that operators are not	The Authority clarifies these clauses create no obligation for service providers to actively monitor

			rights. Digicel cannot be expected to control or police the use of how third party users use or access websites, material and/or online sites or services that may infringe intellectual property rights. The individual/customer is responsible for what they do on the internet. Digicel would like this clause to be re-drafted to address and rectify these concerns.	expected to monitor users access to content that may have potential intellectual property infringement rights and resulting infringement of customers' privacy rights.	content or internet traffic for intellectual property infringements.
120.	C43	Digicel	Digicel would like this clause to include language of reasonableness.	To include the proposed wording as follows: "The concessionaire shall adopt reasonable measures to :-…."	The Authority has already incorporated the wording "take all reasonable measures" in subsection (c). The requirements in C43 relate to maintaining updated and authenticated user records. This is critical as it inter alia enhances public safety, improves cybersecurity readiness and aligns with global regulatory best-practice. Where a concessionaire is unable to comply with an obligation, condition A26 may apply.
121.	C43(c)	TSTT	Condition C43(a) appears to assume a stable and continuous association between a subscriber, a SIM, and the use of a service. In practice, this assumption does not reflect how mobile telecommunications services are used. SIM swapping is a routine and legitimate consumer practice, including use of multiple SIMs across devices as well as temporary SIM changes when roaming or travelling and replacement SIMs due to loss, theft, or device upgrades Given this reality, imposing obligations that depend on a persistent linkage between a SIM and a specific user or usage pattern is not reasonable. It risks misattributing conduct to the wrong user and creating compliance obligations that operators cannot reliably satisfy. In addition it exposes operators to regulatory breach for conduct entirely outside their control.	TSTT recommends the following:- (i) Delete the words "including the users of Subscriber Identity Modules (SIM) (ii) Delete Condition C 43(c) in its entirety	The Authority does not agree to the deletion of the SIM reference from Condition C43(a), as each SIM issued by the service provider should be identifiable by that provider. The Authority has amended Condition C43(b) in the revised concession to clarify that the required user information shall be obtained at the time of SIM issuance or service initiation. The Authority has also amended Condition C43(c) to read "t*ake all reasonable measures to verify the identity of the user by referring to a valid form of suitably recognized national identification*," removing the previous reference to verifying the authenticity of the information provided by the user. These amendments are reflected in the revised concession.

			Regulatory obligations must be grounded in objective, verifiable facts within the operator’s control. SIM-level user behaviour does not meet this standard. Impractical enforcement and strict liability risk Because SIM swapping is user-driven and often instantaneous, operators cannot prevent or meaningfully control it. Condition C43(c) therefore risks creating de facto strict liability, where operators are deemed non-compliant for conduct they neither initiate nor can reasonably prevent. C 43 (c) Operators have no independent means to verify user-provided information Condition C43(c) appears to require concessionaires to verify the authenticity or accuracy of information supplied by users. In practice, telecommunications operators have no lawful or technical means to independently verify most user provided information, such as identity details beyond basic KYC at onboarding; and the accuracy of names, addresses, or usage representations. Operators are not identity authorities and do not have access to government identity databases or other authoritative registries that would allow real time or continuous verification. Imposing a verification obligation creates strict liability If operators are held responsible for the accuracy of user-provided information, compliance becomes dependent on user honesty and operators are exposed to breach for false or misleading information supplied by		

			third parties. As such, the condition effectively creates strict liability for customer conduct. Regulatory obligations must be framed around matters within the regulated entity's control, which is not the case here. No comparator in international practice In mature telecom jurisdictions operators are required to take reasonable steps to collect customer information at onboarding. Responsibility for authenticity lies with the user, not the operator, and operators are not required to guarantee the truthfulness of customer representations.		
SECTION D					
122.	D8	TTBS	It may be useful to include a Note to outline two national standards issued by TTBS related to advertising as follows: TTS 94-1:2017, Advertising - Part 1: General Requirements (3rd Revision) Scope of this Standard This standard specifies requirements for the content and presentation of advertisements that are published, aired or accessed on local media, regardless of the country or place of origin. It includes requirements for: a) the advertising of specific goods and services; and b) political advertising. NOTE This standard applies to advertising targeting minors, however, more specific requirements are provided in the national standard TTS 94-2:2010, Requirements for advertising to children.	Guidance on advertising is provided in two national standards issued by the Trinidad and Tobago Bureau of Standards: TTS 94-1:2017, Advertising - Part 1: General Requirements (3rd Revision) TTS 94-2:2010, Requirements for Advertising - Part 2 - Advertising to Children	The Authority thanks TTBS for the information provided. The Authority agrees that appropriate references to national standards should be included its policy/framework documents, where relevant.

			TTS 94-2:2010, Requirements for Advertising - Part 2 - Advertising to Children Scope of this Standard This standard sets out requirements for the contents of advertising directed to children, shown or used in Trinidad and Tobago, in any medium, regardless of origin.		
123.	D8-D9	TSTT	Absence of a promulgated Broadcasting Code Section 79 of the Telecommunications Act, imposes a mandatory obligation on the Authority, subject to affirmative resolution of Parliament, to promulgate a Broadcasting Code to regulate broadcasting practices. Despite multiple consultative drafts dating back to 2005, no Broadcasting Code has ever been lawfully promulgated or brought into force. The maintenance history of the draft Broadcasting Code itself confirms that it has remained at draft status for over two decades and has never completed the statutory process required under section 79. In administrative-law terms, this has two important consequences. The statutory regulatory instrument contemplated by Parliament does not exist and the Authority cannot lawfully substitute that missing instrument by embedding substantive, quasi-legislative content standards directly into concession conditions. Conditions D8–D10 of the Revised Concession therefore raise a threshold issue of regulatory vires: they purport to impose detailed content obligations in the absence of the very Code that the Act requires as the primary mechanism for such regulation.	TSTT recommends as follows:- Delete Schedule H in its entirety. All other revisions in D8 to D 11 are amenable	The Authority accepts that the non-promulgation of the Broadcasting Code is a long outstanding matter. However, its promulgation is outside of the control of the Authority. Notwithstanding the non-promulgation of the Broadcasting Code, the Authority is mandated by the Act to regulate broadcasting services consistently with the Constitution. In the absence of a promulgated Broadcasting Code, Schedule H and its attendant conditions D8-11 are intended to guide broadcasters in keeping with the principles gleaned from the consultations on the Code. In addition, the Code represents a combination of well-established principles and norms for the conduct of local broadcasters with respect to regulating content. Accordingly, over the years the Authority has relied on these principles in its engagement with broadcasters. Likewise, broadcasters would have had to provide their services while taking into account said principles. The adoption of these principles into the concession agreement represents greater regulatory predictability and certainty for broadcasters.

			Imposition of content requirements through concession conditions While section 23 of the Act permits the inclusion of conditions in a broadcasting concession, those conditions must be anchored in the Act, and consistent with the constitutional safeguards in sections 4 and 5 of the Constitution. The Act itself clearly envisages a two-tier framework. The first is broad, enabling obligations in concessions and detailed content standards articulated through a Broadcasting Code, developed transparently, consulted upon, and approved by Parliament. By importing substantive content standards directly into Conditions D8–D10, and Schedule H, the Revised Concession effectively collapses this framework, resulting in: (i) Regulatory uncertainty; (ii) A lack of predictability for operators; and (iii) An erosion of procedural safeguards that Parliament expressly required. This is not merely a technical defect. It deprives operators of clear guidance, an established complaints and adjudication framework, and proportionate, graduated enforcement mechanisms that the draft Code itself contemplated. Subscription television and lack of editorial control Operators, including subscription television broadcasters, do not object in principle to the values reflected in Schedule H (e.g. protection of children, avoidance of harmful or discriminatory material).		The Authority has amended the condition with the words: *"the concessionaire shall have due regard to principles set out in Schedule H and shall use reasonable endeavours to operate its broadcasting service in a manner consistent with those principles, having regard to the nature of the service, audience expectations, editorial independence, freedom of expression, and any applicable written law*"

			However, the practical reality of subscription broadcasting must be recognised. Subscription TV broadcasters do not originate or edit any of their programming. They pay for channels and content from international content providers, primarily based in the United States; and have no real-time editorial control over programming decisions, scripts, or creative direction. Their role is closer to that of a content distributor or platform, rather than a traditional broadcaster exercising editorial judgment. Reliance on United States content regulation and standards Because most subscription content originates in the United States, operators necessarily rely on U.S. regulatory and industry frameworks, including: (i) Federal Communications Commission (FCC) standards, which regulate obscenity, indecency, and profanity (particularly for broadcast television); (ii) TV Parental uidelines, administered through industry self-regulation (TV-Y, TV-PG, TV-14, TV-MA); (iii) Motion Picture Association (MPA) ratings for films (G, PG, PG-13, R, NC-17); (iv) U.S. federal laws governing child protection, hate speech (as constrained by First Amendment jurisprudence), and consumer disclosures. These regimes are underpinned by robust constitutional free-speech protections, particularly the First Amendment, which sharply limits state interference with content unless narrowly justified.		

			It is therefore not practical or possible to expect local subscription broadcasters to, re-edit foreign content, particularly in circumstances where those international content Agreements expressly prohibit any modification of content. In addition, it is not practical to Impose additional national content standards unilaterally or to expect Operators to assume liability for content over which they have no creative or editorial control. The unpublished draft Broadcasting Code cannot ground enforceable obligations The draft Broadcasting Code, even in its 2014 iteration, has no legal force. It has never been laid in Parliament or approved by affirmative resolution and as such not Gazetted as required by section 79 of the Act. Accordingly, it cannot be incorporated by reference into concession conditions, and it cannot serve as a benchmark for compliance or enforcement. Any attempt to enforce obligations "as if" the Code were in force would offend basic principles of legal certainty and fairness.		
124.	D10/B19	Anonymous Member of the Public	To add even more complexity, the proposed reforms to the concession have not addressed the most obvious IP gap, which are the terms of must-carry. Conditions D10 and B19 both set out must-carry obligations for 'national and major territorial free to air television broadcasting channels'. Applying this provision in both Sections B and D is welcome as it ensures that the provision applies to all subscription television providers, and not just those operating a fixed domestic network. However, there is no framework in place for defining what channels hold this 'must-carry' status, and what the terms of carriage are. A subscription broadcaster is thus	Recommendation: Recognise internally that absolutist IP compliance is not possible in the broadcasting sector, and that proportionality is critical. Consider a new concession condition regarding the terms of must-carry compliance.	The Authority intends, upon review of international best practices and consultation with relevant stakeholders, to establish procedures that will further elaborate this concession condition and guide concessionaires in relation to must carry obligations.

			obligated to carry certain channels under D10, even if they do not have explicit permission from the original free-to-air channel. Even if there is permission from the original free-to--air concessionaire, that concessionaire cannot give the subscription broadcaster any permission to retransmit third--party content which it itself has licenced. This means that a subscription broadcaster that complies with D10 (on must-carry) is almost always non-compliant with a maximalist approach under D14 (for ex ante IP permissions). While a concession condition can be introduced to require a free-to-air television concessionaire to permit carriage by subscription television providers (i.e., making must-carry retransmission permission part of the concession obligations), this cannot apply to third-party programming. This is again a matter for deeper copyright reforms which have been on the agenda for some time, and are still actively being debated. Developing a Policy on IP Compliance and Broadcasting Market Development The core issue is that IP and copyright are fundamentally issues of private law, and there is nothing in the national IP or telecommunications statutes which creates a mandate for administrative enforcement of copyright. At the same time, it is unquestionable that the issue of copyright compliance has an impact on the orderly development of the national broadcasting sector. To action upon this issue however, there needs to be coherent justification for why issues of private property enforcement should be brought under the remit of an independent public regulatory body. To be clear, there the Authority must certainly actively collaborate with other public authorities (TT/PO in particular) regarding channelling the telecom sector's	Recommendation: Consider redrafting the IP administrative enforcement provisions in a manner more tailored to strategic intervention for market development, and the Authority's existing legal jurisdiction.	

			needs into the national copyright policy agenda. However, unless there is legislative change that supports a formal shift from copyright law to telecommunication law regarding enforcement, there should be a clear recognition of the boundaries between these two different legal regimes. In this regard, the Authority's existing mandate might support IP-compliance interventions which are specifically targeted to market structure, as well as business-to-business relationships within the broadcasting sector. This might suggest two specific areas of focussed action: (i) the terms of retransmission for television channels, and (ii) blackouts for exclusive rights for major events of national importance. The former is primarily the issue of cable/satellite networks carrying foreign stations, while the latter is ensuring respect for exclusive rights for things like major sporting events. Both of these matters can fit within the existing mandate of the Authority as they are issues related to fair competition and consumer choice. Extending IP-compliance provisions to everyday programming decisions is not a viable approach, and is one which unjustifiably shifts the administration of private law to a maximalist approach to public regulation, with a host of consequential impacts which do not consider public interest, proportionality, and most importantly regulatory jurisdiction. Institutional memory would recall that in 2010, there was much public discourse around the removal of premium movie stations from subscription television channel line-ups (Starz and Showtime in particular). The discourse around this time was not just that the licences for these networks were unavailable in the region, but that these channels held such high market-value that it created a competitive advantage for non-		

			compliant service providers over compliant service providers. Thus, intervention regarding these networks was justified to correct for competition distortions, and to pave a way for more legitimate licencing negotiations (which would increase competition and consumer choice in the long run). In 2025, the Authority made similar interventions regarding the removal of US-based free-to-air (national network affiliate) television channels (ABC, CBS, NBC, and FOX specifically). Public comments made to the media by the Authority's own executive confirm that these are channels that have long been enjoyed by local consumers (who have developed an expectation for access), and have long been carried by virtually all subscription networks. What was not discussed in public however is that unlike the case of premium movie channels, there is no active licencing infrastructure for negotiating the carriage of these channels locally, at least in the absence of copyright law provision to support statutory retransmission (which again requires copyright law amendments and not telecommunications law amendments). While it is true that carriage of these channels are technically non-compliant with IP law, the instruction to remove these channels (i) actively harms consumer welfare and access to content, (ii) is not a response of correcting any market distortion, (iii) is not part of a broader strategy to regularise compliant carriage within the Authority's jurisdiction, and thus (iv) is not consistent with the fundamental objective of orderly sector development which promotes increased competition and consumer choice in the long run. It is thus not clear to the public (who are the Authority's main stakeholders) how this intervention is in the national interest, and why it justified in shifting foreign third-		

			party private property right enforcement to the scope of public regulation. This specific development is raised not as a criticism, but rather to highlight that what is needed is not just a coherent approach to dealing with IP issues within the Authority's existing jurisdiction, but also an acknowledgement that maximalist enforcement without strategic context can be problematic. This potential for problems is only made greater by concession amendments which are imprecisely drafted, misaligned with market realities, and insensitive to the complex role that IP plays in the ICT landscape.		
125.	D14-D16	Anonymous Member of the Public	Proposed conditions D14-16 mirror C40-C42 (for telecommunications service providers), but are much more coherent for the broadcasting sector. However, the same caution regarding administrative enforcement should apply - both in terms of the jurisdictional basis for action, and the complexity of infringement determination. Assumably, the Authority has in mind the key issue of channel carriage on subscription television networks, and acquisition of specific programme rights for non-subscription broadcasting services. This is unquestionably a critical issue that must be regulated. However, unconditional ex ante copyright compliance is simply not consistent with the market realities of the broadcasting sector. Copyright disputes can arise for much more granular aspects of programming such as background music usage and even advertisements. A key issue here is the current state of collective copyright management for musical works in Trinidad and Tobago. There are (formally) at least three different organisations serving as musical work collective management organisations. While the Copyright	Recommendation: Reconsider the jurisdictional basis and policy-viability of an administrative enforcement mandate. If the policy decision is taken to claim a mandate of administrative enforcement powers, the concession condition must ensure that compliance considers due process, proportionality, and the complexity of IP claims. In any case, ensure that concession conditions avoid encroaching into OTT regulation.	The Authority is presently undertaking a study to assess which categories of internet-based audiovisual services satisfy the statutory definition of a broadcasting service under the Telecommunications Act and may therefore be classified as broadcasting services. Specifically, the study seeks to establish an objective and principled framework for determining whether internet-based audiovisual services display the essential characteristics of broadcasting as contemplated by the Act. This will support classification determinations that are consistent with the Authority's statutory mandate. The resulting document is expected to be issued for consultation in the near future. Additionally, the Authority previously conducted a consultation on the document entitled Internet Radio Broadcasting Service Framework, which provides useful insight into the Authority's regulatory considerations in the OTT environment.

			Organisation of Trinidad and Tobago (COTT) is the largest and most well-known, it is not the exclusive organisation in this space. The matter of regulating these competing organisations has been on the national copyright policy agenda for decades, and work continues to be done in this area. However, in the absence of clear legal guidance on this issue {which is a matter for copyright law, and not telecommunications law), there is no basis for distinguishing the infringement claims of these organisations. The Authority will find itself in an extremely problematic position if it is called upon to trigger proposed concession provision 014 by multiple copyright organisations, each of who has very different market penetration and perceived legitimacy. Overall, the issue of collective management of copyright {which is a critical issue for broadcasting services) is dealt with through co-operation agreements, litigation, and case law which interprets key provisions of copyright law, all outside of the forum of telecommunications regulation. The 2011 judgement in the case Copyright Music Organisation of Trinidad and Tobago v Columbus Communications, is testament to this complexity. Issues discussed around this case included whether the repertoire represented by COTT constituted a 'material portion or distinct portion of programming' (for the purposes of injunctive relief) and whether the broadcaster's existing third-party content licences covered local communication to the public of musical works co-mingled with television programming. Even more problematic is the issue of television programme retransmission. A subscription television broadcaster may have a legitimate retransmission agreement with a foreign television network, but not with every single third--party content provider on that network (where the licences between content providers		

			and the original foreign network may or may be transitive to the local retransmission). Addressing this gap through a specific legislative system (possibly compulsory licencing) is another issue which has long been debated in the national copyright policy agenda, but it a matter for amendments in copyright law and not telecommunications law. These two examples are provided to show that content licencing markets can be very complex, meaning that unconditional ex ante permissions and regulatory instructions to remove content based on initial claims from (presumed) IP-owner are not always viable approaches. Finally, it is noted that D16 proposes to extend the obligations beyond actual public broadcasting (subject to concession authorisation) and to "online site or service (sic)". If this intended to apply to a broadcaster's online content, then this provision is problematic as online content provision is not subject to concession authorisation. This seems to imply a step into regulating online content transmissions, and as the Authority would be aware, jurisdiction over OTT (over the top) services/content remains a highly contentious issue. In any case, if it is the intent to extend regulation to a broadcaster's website content (which means it is treated differently in law than competing non-concessionaire websites), then the correct copyright law language should be used for online content distribution (which is not a broadcast) as has been done for D14 (i.e., " ... knowingly permit the transmission, broadcast, communication to the public of, or allow access to any material ... ").		
126.	D14-D16	TSTT	D14-D16	TSTT recommends as follows:-	The Authority acknowledges the willingness demonstrated by subscription television broadcasters to acquire licences and pay the relevant fees for

			General position of the industry Operators do not object in principle to the protection and enforcement of intellectual property rights. To the contrary, the industry recognises that effective intellectual property protection is essential to the sustainability of broadcasting markets and has consistently demonstrated its willingness to acquire licences and pay appropriate fees for premium and subscription-based content. However, Condition D14, as presently framed, imposes an obligation that is objectively impossible to comply with, particularly in relation to the retransmission of foreign free-to-air television signals. This difficulty does not arise from unwillingness on the part of operators, but from the structural and legal realities governing free-to-air broadcasting rights. **Distinction between free-to-air signals and subscription programming** A critical distinction must be drawn between subscription and satellite-delivered channels (e.g. premium cable networks), and free-to-air broadcast television channels such as ABC, CBS, NBC and FOX. Subscription channels typically acquire comprehensive rights from content owners to distribute programming across multiple territories and platforms. Accordingly, local broadcasters are able to negotiate licences directly with those channels and to obtain contractual assurances regarding intellectual property compliance.	Delete all language after the word "person" in line five. In addition, the Authority should formally support the establishment of a compulsory licensing regime for the retransmission of foreign free-to-air television signals, modelled on the Canadian approach, and that it work collaboratively with Government and industry stakeholders to achieve the necessary legislative reform.	content. The Authority also appreciates the difficulties broadcasters face with respect to the acquisition of programmes where there is a multiplicity of right holders. Nonetheless the intellectual property rights of all right holders must be respected. The Authority's and the Government's position is therefore that where the relevant consent cannot be acquired, then programmes should not be transmitted by concessionaires. The Authority notes TSTT's comments regarding the existence of compulsory licencing frameworks in other jurisdictions, notably Canada. The Authority responds to state that the Canadian system of compulsory licensing is established by the fact that it is permitted by the US Code as well as the Canada/US Free Trade Agreement (1989) which led to an amendment of the Canadian Copyright Act to require undertakings providing broadcast signals to Canadian subscribers to pay copyright holders for transmission of their programming. Additionally, the Canadian compulsory licencing system was designed specifically for terrestrial over-the-air signals, not for distant off-air signals or terrestrial signals utilizing broadcast spectrum, and not to signals by coaxial cable, satellite, digital subscriber lines. On the topic of the implementation of a compulsory licencing regime in Trinidad and Tobago, this would not apply within a concession framework. If a compulsory licensing regime is to be established, it would require the necessary legislative underpinning and careful alignment with Trinidad and Tobago's international intellectual property obligations.

			By contrast, free-to-air broadcasters in the United States acquire rights only for transmission within their domestic market. As such broadcasters generally do not hold, and cannot grant, rights for retransmission in foreign jurisdictions. As a result, there is no legal or commercial mechanism by which local operators in Trinidad and Tobago can obtain express retransmission consent from these free-to-air networks. **Nature of retransmission and multiplicity of rights holders** The retransmission of distant free-to-air signals involves two legally distinct subject matters: 1. The broadcast signal itself; and 2. The underlying programming embedded within that signal. For any given free-to-air channel, there may be thousands of underlying copyright owners, including producers, studios, distributors, and advertisers, with rights that change continuously and dynamically. It is therefore not practically feasible for a local retransmitter to identify, locate, and obtain consent from each relevant rights holder for every programme and advertisement carried on a free-to-air signal. This reality renders compliance with an obligation requiring the concessionaire to “obtain all required permissions” not merely burdensome, but functionally impossible. **Applicable law and territorial limits of copyright**		With respect to Condition D15, the word "all" has been removed before "reasonable measures" in the revised concession. With respect to Condition D16, the Authority does not agree to its deletion. The condition has been amended in the revised concession to require the concessionaire to "take reasonable measures and cooperate with the Authority or other relevant legal authorities to prevent or minimise" access to material that would infringe the intellectual property rights of any person, consistent with the amendment to Condition C42 See the Authority’s response to at No.’s 58 and 117. Additionally, the condition has been amended to include the words “*No action shall be brought by the Authority against the concessionaire for any act done in good faith under this condition and pursuant to a lawful direction from the Authority*.”

Copyright protection is territorial in nature and governed by the laws of the jurisdiction in which retransmission occurs. U.S. copyright law does not have extraterritorial effect, and the retransmission of foreign free-to-air signals is therefore governed by the domestic copyright law of Trinidad and Tobago.

Historically, the retransmission of distant free-to-air signals has been treated differently from subscription programming in several jurisdictions, including Canada, and the United States. In those jurisdictions, legislatures have recognised that requiring individual consent for each retransmitted programme is impractical and have adopted alternative regulatory mechanisms.

Compulsory licensing as an established international solution

Canada addressed this precise issue through amendments to its Copyright Act in 1989, establishing a statutory exception permitting the retransmission of distant free-to-air signals subject to the payment of regulated royalties. Under the Canadian model:

i) Retransmission is lawful without individual consent;
ii) Royalties are set by an independent, specialised tribunal (the Copyright Board of Canada);
iii) Payments are distributed through collective management organisations; and
iv) Copyright owners receive equitable remuneration consistent with international treaty obligations.

This compulsory licensing framework has proven effective in balancing the rights of copyright owners with the public interest in access to broadcast services.

			Core Elements of a Trinidad and Tobago Compulsory Licensing Regime It is recommended that any compulsory licensing framework incorporate the following elements, consistent with the Canadian model: (i) A statutory exception permitting the retransmission of foreign free-to-air broadcast signals by authorised broadcasters and retransmitters; (ii) A requirement for the payment of royalties for the retransmission of programming contained in such signals; (iii) The designation or establishment of an independent body to determine royalty rates and terms, informed by economic evidence and international benchmarks; (iv) Distribution of royalties through approved collective management organisations representing relevant classes of rights holders; and (v) Clear limitations ensuring that the regime applies only to traditional broadcast retransmission and does not extend to internet-based or on-demand services, unless expressly legislated. **Public Interest Considerations** The adoption of a compulsory licensing regime would preserve public access to widely relied upon international news, information, and entertainment services and ensure that copyright owners receive fair and equitable remuneration. It would also provide legal certainty to broadcasters and regulators alike and align	See recommendations as previously set out under A51 and C41 D16 should be deleted in its entirely as per previous recommendations	

			Trinidad and Tobago's regulatory framework with established international best practice. By contrast, continued reliance on concession based enforcement to address this issue risks consumer harm, market instability, and ongoing regulatory conflict without delivering meaningful protection to rights holders. **Regulatory overreach and proportionality** Condition D14, insofar as it purports to require concessionaires to secure permissions that are unavailable in law or in practice, risks operating in a manner that is disproportionate, unenforceable, and inconsistent with principles of regulatory reasonableness. It effectively exposes concessionaires to perpetual non-compliance for circumstances entirely beyond their control. Moreover, attempting to resolve complex copyright and trade related issues through concession enforcement, rather than through coordinated legislative reform and stakeholder consultation, risks unintended consequences for consumers, competition, and market stability. D 15 See previous comments on A 51 and C41 D 16 See previous comments as above		.
127.	D18(b) and (d)	TSTT	See previous comments on C 22c TSTT is unsure what a customer migration plan might be in the context of broadcasting or subscription broadcasting but in any event see previous comments on D 18d	See previous recommendations on C22 c See previous recommendation on D18d	Condition D18(b) has been amended to include the words *"as it relates solely to marketing communications which means communications initiated by or on behalf of the concessionaire for the purpose of promoting, advertising, soliciting, or*

					encouraging the purchase or use of telecommunications services" Condition D18(d), has been amended. It now requires that upon any proposed material cessation, transfer, replacement, or technological migration of a subscription broadcasting service likely to materially affect subscribers, the concessionaire shall prepare and implement a customer migration plan setting out reasonable measures for customer notice, transition timelines, continuity or replacement of service where reasonably practicable, equipment changes (if any), customer support arrangements, and complaint handling procedures. The revised condition expressly clarifies that it does not apply to ordinary programming changes, channel lineup adjustments, promotional changes, or other routine commercial changes made in the ordinary course of business. The previous requirement to submit the migration plan for the Authority's approval has been removed from the revised concession.
128.	19(b) and (c)	TSTT	See previous comments on Condition D 19b Caller IDs are not applicable technologically in the context of broadcasting or subscription broadcasting	See previous recommendation on D 19b Delete D 19 c in its entirety	TSTT is asked to note that there was no previous recommendation as it relates to condition D19b. However, 19(b) has been amended to include the words "*for marketing communications purposes*". With respect to condition D19c, the Authority clarifies that the caller ID information required to be provided applies to the service provider or any agency acting on its behalf. Accordingly, this obligation is relevant to subscription television broadcasters that conduct marketing activities involving telephone communications with consumers. The Authority does not agree to the

					deletion of D19(c). The condition is retained in the revised concession.
129.	D20(c)	TSTT	See previous comment on C 24c	See previous recommendation on C 24c	The revised concession retains Condition D20(c) and has inserted a definition of material detriment, which now reads: "*a material detriment to the user means a change that causes a significant disadvantage to a user including any material increase in charges, appreciable reduction or change in service, or significant limitation of the user's contractual rights.*" This provides greater certainty for both concessionaires and consumers as to when the 30-days' notice obligation is triggered.
130.	D22	TSTT	See previous comment on C 27	See previous recommendation on C 27	Please refer to the Authority's response at No. 102. The same position applies to Condition D22, which contains the equivalent obligation for broadcasting service providers to submit standard form user contracts to the Authority. The condition is retained in the revised concession.
131.	D24	CCTL	CCTL notes that the record-keeping and archival requirements set out in Condition D24 appear to mirror obligations already captured elsewhere in the concession, namely Condition D32. As currently drafted, this may result in duplication of language and regulatory obligations, without providing additional clarity or regulatory benefit. The intent of ensuring adequate record retention and consumer protection is already sufficiently addressed in the existing conditions.	CCTL recommends that the Authority reviews Conditions D24 and D32 to eliminate duplication, either by consolidating the requirements into a single condition or by clearly distinguishing their respective scope and application. This would improve clarity, reduce redundancy, and enhance the overall coherence of the concession document.	The Authority acknowledges the duplication between the original Conditions D24 and D32 and has addressed this in the revised concession. Condition D24 has been amended to retain only the obligation to archive records of consumer complaints for a period of no less than four (4) years, removing the billing system record-keeping obligation which duplicated D32. The billing record-keeping obligation, including the one-year retention of records from BSS/OSS systems, metering or billing equipment and related customer data is now consolidated in Condition D32 alone.
132.	D24	TSTT	See previous comments on D 24	See previous recommendation on D 24	Please see item No.131 above.
133.	D26(b)	TSTT	See previous comments on D 18d	See previous recommendation on D 18 d	Please see comment Item 127 above regarding Condition D18(d). Condition D26(b) is retained in

					the revised concession and has been amended to require that prospective subscribers be informed in general terms of alternative service offerings in the market in the event of customer migration from one service plan to another.
134.	D27	TSTT	See previous comments on c 2 a (ii)	See previous recommendation on c 2 a (ii)	Please see comment Item 81 above. Condition D27(a)(i) and Condition D27(a)(ii) have both been deleted from the revised concession.
135.	D33(D)	Digicel	The Authority agreed with Digicel's position whereby Digicel sought clarification from the Authority on the potential application of the text "and submit to the Authority's directions." Does this mean that with any directive put forth by the Authority that an Operator is expected to blindly comply? There is no indication based on the current drafting of this clause, that said directives will be within reason. As such, Digicel requested a re-draft of this clause. In response to this at the said meeting, the Authority agreed to propose language of reasonableness. However, this proposed language providing clarity has not been provided.	Digicel awaits the re-draft of this clause with reasonable language to be included to address Digicel's concerns.	The Authority has amended Condition D33(d) in the revised concession by inserting the word "reasonably," so that the condition now reads that the Authority is provided in a timely manner with any information it may reasonably request in its investigation of any consumer complaint, and that the concessionaire shall submit to the Authority's directions in the facilitation of relief where necessary.
136.	Proposed Draft Conditions	Anonymous Member of the Public	Considering all of the issues raised in this commentary, the objective of incorporating IP compliance into the concession framework can be achieved with alterative proposed conditions. Such conditions need to be guided by market realities, the limits of jurisdiction, and the need for coherence in the overall lCT policy framework. The following four provisions are suggested as possible examples. It is not the expectation that the Authority will necessarily consider these, but rather that it will reflect on the fact that simpler yet nuanced and coherent drafting approaches are possible. There may still need to be deeper legal forms in the space of IP-compliance in the ICT sector. However at this current point, given the importance of the concession document as a		The Authority notes the stakeholder's proposed alternative drafting approaches intended to address intellectual property compliance. The Authority has refined Condition C40 to address feasibility and coherence concerns by clarifying the allocation of obligations between telecommunications services and broadcasting services. In particular, the condition has been amended to remove any requirement for prior permissions in respect of telecommunications services, while retaining enforceable obligations relating to content access disabling or removal where required by an order of the Court or lawful direction of the Authority. Separate and appropriate

			cornerstone of the regulatory framework, provisions need to be better aligned and drafted, without risking the legitimacy of the concession as a legal instrument. • The concessionaire shall comply with all applicable laws and regulations regarding the liability of intermediaries, including good faith adherence to industry codes of practice, and notice and take down procedures which duly consider the interests of users of the concessionaire's network or service, as well as all relevant third-parties, specifically intellectual property rightsholders. • A concessionaire that offers any public broadcasting service shall not broadcast or communicate to the public any content without obtaining all required permissions from the relevant owners of any intellectual property in such content. • The concessionaire shall comply with any formal determination by the Authority regarding removal of specific programming or content whose transmission is not permissible due to intellectual property exclusivities, inclusive of exclusive rights contracts for specific programming content, with such determinations to be made in pursuance of the orderly development of a competitive national broadcasting sector. A concessionaire providing a free-to-air televisions service that is determined to be a national and/or major territorial free-to-air television broadcasting channel, or a channel of national importance, Comm shall allow all authorised providers of subscription television broadcasting services to retransmit that channel without		intellectual property obligations continue to apply in respect of broadcasting services.

			remuneration or any compensatory carriage charge due to either party.		
SCHEDULES F-G					
137.	Indicator 1.1 Service Activation Time	CCTL	75% in <3 days – CCTL cannot fully comply with this target as established 95% in <5 days - CCTL complies with this target. The stats are collected month and can be separated by CCTL's defined areas (North, East, Central, South, Tobago)	CCTL recommends that consideration be made for adjustments in the event of adverse conditions or force majeure, as stated in reports to TATT. CCTL requests further guidance on intended implementation timelines to fully adopt the proposed reporting structure.	With respect to the implementation timelines (six months from date of commencement) referenced in condition A55, the Authority has amended A55 to add "… *or any other period that the Authority deems appropriate for a specific indicator, having regard to any representation made by the concessionaire*". In addition, condition A55 has been amended to require concessionaires to use their best endeavours to abide by the QoS parameters. Furthermore, most of the QoS parameters in Schedule F have reverted to the parameters set out in the original Version 1 of the Generic Concession.
138.	Indicator 1.3 Fault Incidence	CCTL	CCTL seeks clarity on the value and formula, cognisant that some faults are outside of the control of CCTL's infrastructure having regard for the concept of "subscriber line faults"	CCTL requests further guidance from TATT regarding fault tiers and liabilities to better adapt proposed formulas to measuring access network faults.	See the Authority's response in item 137.
139.	Indicator 1.4 Fault Repair Time	CCTL	75% in 24hrs – CCTL cannot fully comply with this target as established. 90% in 48hrs - CCTL complies with this target. The stats are collected month and can be separated by CCTL's defined areas (North, East, Central, South, Tobago)	CCTL recommends that consideration be made for adjustments in the event of adverse conditions or force majeure, as stated in reports to TATT.	See the Authority's response in item 137.
140.	Indicator 1.6 Customer Service Call Answering Time	CCTL	Targets for Fixed Telecommunications and Subscription Broadcast are highly aggressive	CCTL suggests that the target of 70% within 30secs should be set as a pragmatic approach.	See the Authority's response in item 137.
141.	Schedules F and G	TSTT	TSTT acknowledges the Authority's objective to modernize the regulatory framework in line with emerging technological and consumer protection developments.		The Authority recognises that a concessionaire may not be capable of meeting the standard levels on execution of the concession.

			The consultation process has been conducted under significant time constraints that fall short of the Authority's own Consultation Procedures. The compressed consultation timeframe has not allowed for meaningful, evidence-based analysis of the expanded Quality of Service (QoS) and Public Health and Safety obligations introduced under Schedules F and G. including the need for comparative benchmarking against international best practice before finalising such significant obligations. Accordingly, it has not been possible for TSTT to prepare a complete, data-driven and internationally benchmarked response on Schedules F and G. Limited Time to Assess Resource and Cost Implications The proposed Schedule F (Quality of Service Requirements) introduces new and expanded obligations that represent a step-change in operational and financial expectations on concessionaires. For instance: (i) Customer service answering times (80% of calls answered within 20 seconds) would require a 60–70% increase in live agent staffing, significantly impacting headcount budgets and scheduling models; (ii) Fault repair times and service activation timelines are framed as absolute targets without allowance for network topology differences or field resource constraints; (iii) Mandatory complaint resolution deadlines, without complexity-based categorisation, could create legal exposure even in cases of third-party dependency.		With respect to the implementation timelines (six months from date of commencement) referenced in conditions A55 the Authority has amended Conditions A55 to add "… *or any other period that the Authority deems appropriate for a specific indicator, having regard to any representation made by the concessionaire.*" This will allow consideration of a concessionaires' specific situation that may warrant additional time for compliance. See the Authority's response in item 137.

			The operational changes necessary to meet these obligations — recruitment, retraining, system upgrades, and process redesign cannot be assessed or budgeted within a few weeks. A rigorous impact assessment is required to estimate total cost of compliance and to align new targets with existing tariff structures and service delivery capabilities. The current compressed consultation has not allowed for such analysis. Limited Time to Evaluate Technical Feasibility Many of the new QoS indicators and safety criteria require detailed technical review to assess: (i) compatibility with existing network architectures (e.g., fibre, mobile, fixed wireless); (ii) data capture feasibility for real-time performance metrics and (iii) interoperability with customer care and billing systems. As an example the proposed radiation and safety standards under Schedule G may require new testing protocols and certification facilities. Proper assessment of these issues demands technical feasibility studies, vendor engagement, and consultation with equipment manufacturers, all impossible within the limited consultation window. Limited Time to Benchmark Against International Best Practice A critical step in the regulatory process is comparing proposed national standards with international norms to		Ofcom and FCC utilise a different approach as it focusses on publicly reporting operator performance. The Authority's approach seeks to set minimum standards the operator must observe to protect the consumer interests. Hence the need for absolute thresholds. ITU-T E.860 focuses on service level agreements and recognises in section 5.3.4 – Measurements, that QoS parameters and related target values must be set. The Telecommunications Act Chap 47:31 vest powers with the Authority to request such

			ensure they are proportionate, achievable, and consistent with global best practice. Schedules F and G, in their current draft, introduce performance metrics and safety requirements that exceed international benchmarks in several areas. However, adequate time has not been provided to substantiate this through comparative analysis. Specifically: (i) The proposed customer service answering times (80% within 20 seconds) exceed those of regulators such as Ofcom (UK) and FCC (US), which typically monitor average call waiting times and establish performance averages, not absolute thresholds. (ii) The fault repair and service activation deadlines are stricter than those prescribed by ITU-T E.860, which emphasize statistical reporting and progressive improvement rather than fixed numerical targets. (iii) The data protection and cybersecurity provisions embedded in QoS obligations overlap with national and international frameworks (e.g., EU GDPR, OECD Privacy Guidelines), yet no cross-referencing or harmonization review has been conducted. (iv) The Schedule G safety provisions reference radiocommunication exposure but omit cross-validation with ICNIRP (International Commission on Non-Ionizing Radiation Protection) and ITU-T K.52 standards, both globally recognized benchmarks for electromagnetic safety.		information and the QoS information requested is all aggregate information and not specific to any one customer. TSTT is asked to note that the Schedule G MPE limits for power density were updated based on the latest standard viz. ICNIRP RF EMF Guidelines 2020. A further adjustment was made to the lowest frequency range from 10MHz to 30MHz in keeping with the 2020 Guidelines.

			International alignment is a fundamental principle of regulatory design, ensuring consistency, competitiveness, and technological neutrality. To determine whether the proposed obligations "go beyond" international best practice, comparative benchmarking against regulators such as Ofcom (UK), FCC (US), and CRTC (Canada) is necessary. Such benchmarking requires dedicated analytical time, access to international data sets, and expert consultation — none of which can be undertaken meaningfully under the current compressed timeframe. Importance of a Detailed, Phased Consultation Process The Authority's own Consultation Procedures envisage a multi-stage, iterative process to ensure meaningful participation, informed feedback, and proportionate regulation. TSTT reiterates that a structured consultation framework, particularly for Schedules F and G, should include: 1. Publication of technical background documents detailing rationale, benchmarking data, and cost impact assumptions; 2. Stakeholder workshops or technical working groups to validate feasibility and resource requirements; and 3. Phased implementation timelines (Immediate, Short-Term, Medium-Term) aligned with sector readiness. Such a framework would promote regulatory predictability, ensure alignment with international norms, and avoid the unintended consequence of		

			imposing unrealistic or cost-prohibitive obligations that could distort the market or impair service quality.		
142.	Page 61	Digicel	Can the Authority please clarify what is meant by "electronic answer."		An "electronic answer" refers to the answering of a customer service call by auto-attendant technologies. See the Authority's response in item 137.
SCHEDULE H					
143.	General	TTBPA	The concession now seeks to ensure compliance with both the Broadcast Code and a new Schedule H – Broadcasting Content (Page 89) directly into the concession, making breaches grounds for regulatory sanctions, including suspension or termination. Schedule H contains broad duties (e.g. protection of children, bans on "offensive language", "pornography", "material likely to encourage crime", and derogatory treatment based on race or religion) without details or clear thresholds. With the inclusion of a new Schedule H, which previously would have been guidelines to the concession (D8 and D9), there may be duplication or a difference of perspective or requirements, if the concession also requires adherence to the broadcast code. (These guidelines are still included in the proposed revised version 2.1.) We suggest that as Schedule H is now part of the concession, there is no need for a broadcast code, as the elements of Schedule H speak to the rationale that was given for the need for a broadcast code.		The Authority clarifies that Schedule H covers principles that are derived from the draft Broadcasting Code and the current concession. Guidelines for each Rule are contained in the draft Code and will be made available as they provide the explanation of the principles set out in Schedule H. As Schedule H is consistent with the concession condition D9 and also the draft Broadcasting Code, there is therefore no duplication. Definitions for specific terms can also be located in the draft Code. The Authority also states that section 79 of the Telecommunications Act prescribes for the promulgation of the Broadcasting Code – this is a statuary obligation and must be observed. In this regard, the Authority gives support to its line Ministry towards promulgation of the draft Broadcasting Code. See below the Authority's responses to the specific comments provided by TTPBA.

			These broad terms will be subject to interpretation and can create significant discretion for the Authority in judging on-air content. The TTPBA members need to understand how this applies to political broadcasts. Are we allowed to have political parties sign liability agreements? Elections – 9 (Page 90) The TTPBA does not think it is appropriate for a regulator to dictate. A station/show/host can be biased if they so choose. It's a programming choice. What about political advertising? Race, Ethnicity, Religion – In case of News – we need and exemption from this as it is vague. The broadcast code has not been passed into law. The media industry has operated without one for many years. Now, with the inclusion of Schedule H, as stated above, there is no need for a broadcast code. Vague standards such as "offensive language", "pornographic material", "material likely to encourage or incite crime", and "derogatory treatment" can be misinterpreted; they could be satire-based or artistic. Smaller TV stations may struggle to meet daily accessible-news requirements (sign language, captioning, or adapted versions) without external funding or shared facilities. Formalising genre stipulation may constrain the ability of radio broadcasters to evolve formats in response to market conditions, convergence trends and community needs. Requiring Authority approval for "material" changes in programming introduces regulatory gatekeeping over		

			editorial and business strategy, beyond core public-interest safeguards. Is it approval or notification? Broadcasters are obliged to carry emergency and critical alerts as directed by the Authority or competent agencies. But what is the definition of critical alerts?		
144.	Protection of Children	CCTL	CCTL submits that revisions to the Protection of Children condition are necessary to replace the broad and indeterminate obligations contained in the current text, which requires Concessionaires to "ensure that children are neither exposed, harmed nor misled" by "inappropriate and/or inaccurate material," but provides no statutory or operational definition of these terms. The existing formulation in items 1(a)–(c) is vague and risks inconsistent interpretation and disproportionate restrictions on lawful broadcasting content. CCTL's proposed language introduces precision, objectivity, and enforceability by grounding the obligation in established safeguards such as watershed scheduling, recognised content-classification and ratings systems, and clear on-screen advisories. These mechanisms transform an indeterminate duty into one that is transparent, auditable, and aligned with internationally accepted broadcasting standards. At the same time, CCTL preserves necessary and proportionate protections—including explicit prohibitions on sexualised depictions of children and restrictions on identifying child victims or accused persons—while allowing bona fide news reporting under appropriate safeguards so as not to impede legitimate journalistic functions.	CCTL recommends the following wording: The Concessionaire shall take all reasonable and appropriate measures to ensure that children are protected from material that is unsuitable for minors. Without limiting the foregoing, the Concessionaire shall: a. apply appropriate programme scheduling and time-of-day restrictions ("watershed") so that content intended for mature audiences is not broadcast during hours when children are likely to be in the audience; b. implement and maintain a recognized content classification and ratings system, together with clear on-screen advisories, to enable viewers to make informed choices; c. ensure that no broadcast portrays children in an explicitly sexual manner; and	CCTL is asked to note that D9 has been adjusted to require, the concessionaire to have due regard to principles set out in Schedule H and use reasonable endeavours to operate its broadcasting service in a manner consistent with those principles, having regard to the nature of the service, audience expectations, editorial independence, freedom of expression, and any applicable written law. The Authority clarifies that Schedule H contains principles that are derived from the draft Broadcasting Code. As such the Code provides the context for the principles set out in Schedule H. There are also Guidelines for each Rule contained in the Code which will provide further explanation of the principles set out in Schedule H. With regards to the protection of children, section 2 of the draft Code presents discussion on themes such as violence, sexual themes, nudity and pornographic material, drugs, alcohol, smoking and crime and how they apply to the protection of children with respect to inappropriate/inaccurate material.

				ensure that the names or images of children who are victims of crime, or who are accused or convicted of crimes, are not broadcast except where required for bona fide news reporting and where appropriate safeguards are applied.	
145.	Harm, Abuse and Discrimination	CCTL	CCTL submits that the existing formulation—which requires Concessionaires to ensure that audiences are protected from "harmful, abusive or discriminatory material"—is drafted in terms that are broad and indeterminate, lacking any reference to legal standards, thresholds of harm, or contextual considerations. CCTL's proposed text improves the condition by grounding the obligation in established principles of legality and imminence. By expressly prohibiting unlawful hate speech and incitement to imminent violence or discrimination, the revised language aligns the Concessionaire's duties with well-recognised legal doctrines that appropriately distinguish between harmful conduct and lawful, though potentially contentious, expression. This approach ensures that regulatory intervention is reserved for circumstances that present a clear, immediate, and unlawful threat, rather than subjective interpretations of perceived "harm" or "abuse." Additionally, CCTL's formulation introduces a necessary contextual safeguard by preserving the ability of Concessionaires to broadcast bona fide news, documentary, educational, or public-interest programming that may contain difficult or sensitive subject matter. This avoids the chilling effect that could arise from an unqualified prohibition and protects the integrity of legitimate journalism, artistic expression, and factual reporting on issues of public significance.	CCTL recommends the following wording: The Concessionaire shall ensure that broadcasting services do not include material that constitutes unlawful hate speech or incites imminent violence or discrimination against any person or group. This condition shall not prohibit the broadcast of news, documentary, educational, or public-interest programming that includes controversial, critical, or offensive subject matter presented in a bona fide journalistic, artistic, or informational context.	This principle should be read in conjunction with clauses 2 and 3 of the Rules in the draft Code. '*Harm refers to psychological harm which may be the result of material or comment that is gratuitously abusive. It may be also caused by the display of images of physical harm or cruelty particularly when children are likely to be part of the viewership*.' '*Abusive or unduly discriminatory material and comment refers to statements and material which treat an issue or individual with the intention of causing offence, injury or harm*.'

146.	Offensive Language	CCTL	CCTL notes that the current condition imposes an absolute prohibition on the broadcast of "offensive language," a standard that is vague, subjective, and difficult to apply consistently. CCTL's proposed text introduces a more proportionate and operationally sound framework by restricting such language during protected (watershed) hours and requiring appropriate classifications and viewer advisories outside those hours. This aligns with widely accepted broadcasting practices and provides clear, implementable safeguards for audience protection while preserving the ability to air lawful adult-intended content at appropriate times. By replacing an indeterminate blanket ban with a structured scheduling and disclosure regime, the revised condition enhances clarity, enforceability, and regulatory consistency.	CCTL recommends the following wording: The Concessionaire shall ensure that language which is unsuitable for children is not broadcast during protected hours and, outside such hours, is accompanied by appropriate viewer advisories and classifications. Nothing in this condition shall prohibit the broadcast of lawful expression intended for adult audiences when scheduled and identified in accordance with this Schedule.	The Authority clarifies that there is no blanket prohibition on the broadcast of offensive language. Reference is made to clause 11.1 of the draft Broadcasting Code "*Warnings and advice should be given when broadcasts contain programming which includes mature subject matter, scenes with nudity, sexually explicit material, coarse or offensive language, or other material which is likely to cause harm*."
147.	Pornography/Obscenity	CCTL	CCTL notes that the current condition imposes a blanket prohibition on "pornographic material" without defining the term or referencing the applicable legal standard. CCTL's proposed wording anchors the obligation in an established legal definition of obscenity, ensuring that only content deemed unlawful under written law is prohibited. It further permits the broadcast of lawful adult-oriented material outside protected hours, subject to appropriate classifications and clear advisories. By substituting an undefined and overbroad term with a justiciable statutory threshold, the revised condition enhances legal certainty, aligns with constitutional and regulatory principles, and reduces the risk of arbitrary enforcement.	CCTL recommends the following wording: The Concessionaire shall not broadcast material that meets the legal definition of obscenity under applicable law. Content intended for adult audiences that does not meet the legal definition of obscenity may be broadcast outside protected hours, provided that it is appropriately classified and preceded by clear advisories.	The Authority makes reference to the following definition of pornographic content contained in the draft Broadcasting Code: "Pornographic content" means profane, indecent or obscene content describing or exhibiting explicit sexual activity but does not include any visual representation produced or reproduced for the purpose of education, counselling, or promotion of reproductive health or as part of a criminal investigation and prosecution or civil proceedings or in the lawful performance of a person's profession duties and functions."
148.	Crime	CCTL	CCTL notes that the current condition requires Concessionaires to prevent the broadcast of material "likely to encourage or incite the commission of crime or to lead to disorder," but does not distinguish between unlawful incitement and legitimate depictions of criminal activity within news, documentary, or dramatic programming. This broad phrasing risks capturing	CCTL recommends the following wording: The Concessionaire shall not broadcast material that is intended, or is likely, to incite imminent unlawful conduct or disorder. This condition shall not prevent the	The Authority finds that a portrayal of crime, will not necessarily equate to the encouragement or the incitement of the commission of a crime or leading to disorder. The likelihood of content inciting crime or leading to disorder will depend on the nature of the material as well as the context in which it is presented.

			lawful, bona fide content and may unduly constrain editorial independence.	broadcast of news, documentaries, drama, or other programming that depicts criminal conduct in a factual, educational, or artistic context.	
149.	Race or Ethnicity	CCTL	CCTL notes that the current requirement to avoid derogatory treatment and ensure "due impartiality" is overly broad and risks chilling legitimate debate or reporting. CCTL's proposed revision replaces an ambiguous impartiality mandate with a focused, legality-based rule that better balances freedom of expression with protection against hate speech.	CCTL recommends the following wording: The Concessionaire shall not broadcast material that unlawfully promotes hatred or violence against persons on the basis of race or ethnicity. This condition shall not restrict legitimate debate, commentary, satire, or reporting on matters of public interest, provided such content does not amount to unlawful hate speech or incitement.	The Authority clarifies that the draft Broadcasting Codes does contemplate an appropriate balance between freedom of speech and discriminatory content, in particular the context in which statements are made. Reference is made to clauses 5.1 and 5.2 of the draft Broadcasting Code which addresses concerns raised by CCTL: *"5.1. Broadcasting Service Providers shall not broadcast any programmes which contain of derogatory racial or ethnic labels,* ***save where justifiable by the context."*** *5.2 Broadcasting Service Providers shall not broadcast any programmes which contain statements which derogate or negatively stereotype individuals on the basis of race or ethnicity, when such statements imply that all individuals possess the same negative traits solely on the basis of race or ethnicity.* ***This rule shall not apply to programmes which are solely satirical****."*
150.	Religion	CCTL	CCTL notes that the current condition prohibits derogatory treatment of religious views and warns against audience "exploitation," but does not affirm equal protection for religious expression nor distinguish between belief and conduct. CCTL's proposed wording adopts a content-neutral approach by recognising religious programming and viewpoints on the same footing as secular speech, while focusing regulatory intervention on objective concerns such as discrimination, deception, or lack of transparency (e.g., sponsorship disclosure).	CCTL recommends the following wording: Religious programming and viewpoints are protected on equal footing with secular speech; regulation focuses on non-discrimination and transparency, not belief or doctrine.	The Authority refers CCTL to clause 3.1 of the draft Broadcasting Code which sets out that broadcasting service providers shall ensure that their programming contains no discriminatory material which is not justified by the context. For ease of reference discriminatory material is defined in the Code as: "Discriminatory Material" means any material, either by speech or visual representations, which

					target an identifiable group in a manner that endorses or incites hostility, violence or anti-social divisions against such group. With respect to the issues of deception and sponsorship disclosure, Rule 6.2 states as follows: *"Broadcasting Service Providers shall ensure that no programme is broadcast which seeks to promote religious views or beliefs by stealth through concealing the religious views of the makers, sponsors or hosts of the programme, or through presenting its support for specific religious beliefs, certain facts, theories, or opinions as though such opinions are purely disinterested, scientific, or representative of a consensus*."
151.	News and Public Affairs	CCTL	CCTL notes that the current Schedule H requirement for "accuracy, balance and due impartiality" is broadly framed and may be interpreted as imposing compulsory balance or enabling de facto pre-clearance of news content. Such an approach risks undue interference with editorial independence and could chill legitimate journalistic judgment. CCTL's proposed wording preserves the autonomy of newsrooms by clarifying that no mandatory "balance formula" or government review of content is required. Instead, regulatory intervention is narrowly focused on a specific and high-risk category: demonstrably false emergency information capable of causing imminent public harm, such as false evacuation notices or fabricated safety alerts. CCTL, upon review of the Fairness condition, also suggests a merger of same to contextually reflect its applicability to news and public affairs.	CCTL recommends that the following consideration be reflected in the text: Editorial independence is preserved; no mandatory "balance" or government review of news content. Intervention is limited to demonstrably false emergency information posing imminent public harm.	With respect to this clause, the Authority refers CCTL to clause 7 and the Guidelines set out in the draft Broadcasting Code. In particular clause 7.1 prescribes that news is reported with fairness: *"Broadcasting Service Providers shall endeavour to ensure that broadcasts of newscasts, including 'Breaking News', in whatever form, contain content which is reported with accuracy, fairness, balance, and is presented with due impartiality."*

			By replacing an expansive impartiality mandate with a targeted, harm-based standard, CCTL's formulation strengthens protections for press freedom while ensuring that only genuinely dangerous misinformation is subject to regulatory action.		
152.	Fairness	CCTL	Please see comment on News and Public Affairs.		See the Authority's response at No. 151.
153.	Privacy	CCTL	CCTL's proposed consideration introduces a clearer and more structured approach by prioritising the protection of minors and victims, prohibiting unjustified intrusions, and expressly preserving bona fide journalism on matters of public interest. This balancing test provides predictable criteria for decision making and helps ensure that privacy protections do not inadvertently suppress legitimate reporting.	CCTL recommends that the following consideration be reflected in the text: Individuals, especially minors and victims, are protected from unjustified intrusion, while bona fide journalism and matters of public interest remain safeguarded.	The Authority refers to the guidelines to Rule 10 of the draft Broadcasting Code which covers the topic of privacy. *"Infringement of the privacy of an individual or organization in a programme or in connection with the obtaining of material included in a programme must be warranted or done with the consent of the individual or organization which should be given prior to the programme or material being broadcast. This means that an infringement of privacy is warranted if Broadcasting Service Providers are able to demonstrate that in the particular circumstances of the case, it is in the public interest and that the public interest outweighs the right to privacy."* With respect to the recommendation on prioritising the protection of minors – protection of young persons and sensitive persons are dealt with in several areas in the Code in particular see Rule 2 and Rule 11 and their attendant guidelines.
154.	Information, Warnings and Audience Protection	CCTL	CCTL's proposed consideration introduces a comprehensive, user-centred toolkit by linking content ratings, viewer advisories, time-of-day restrictions, and parental control features into a coherent system. This approach strengthens audience empowerment and provides practical, predictable safeguards without resorting to unnecessarily restrictive bans.	CCTL recommends that the following consideration be reflected in the text: A system of ratings, advisories, watershed hours, and parental controls empowers viewers rather than relying on bans.	The Authority clarifies that this principle should be read in the context of Rule 11 of the draft Broadcasting Code along with the guidelines to the Rule.

155.	Advertising, Sponsorship and Promotional Programming	CCTL	CCTL's proposed consideration introduces two clear and objective regulatory pillars: (1) Advertising, which must be truthful, clearly distinguished from programming, and subject to enhanced safeguards in children's content; and (2) Sponsorship and branded content, which must be transparently identified so that audiences understand when programming is commercially influenced. This shifts the framework from vague content control to enforceable disclosure-based obligations. By adding explicit child-focused protections and establishing clear transparency requirements, CCTL's formulation strengthens consumer protection, enhances market clarity, and reduces subjectivity in enforcement compared with the existing condition.	CCTL recommends that the following consideration be reflected in the text: Advertising must be truthful, clearly separated from programming, and subject to special protections in children's content. Sponsorship – All sponsored or branded content must be clearly identified; transparency replaces content control.	The Authority clarifies that this principle should be read in the context of Rule 12 of the draft Broadcasting Code along with the guidelines to the Rule.
156.	Broadcasting Service Providers' Internal Policies	CCTL	CCTL notes that the existing requirement to ensure the "highest standards" in broadcasting is expressed in broad, generic terms and does not specify the internal governance measures needed to support consistent compliance. CCTL's proposed text enhances regulatory certainty by requiring Concessionaires to maintain documented internal policies addressing classification systems, advertising and sponsorship review, complaint-handling processes, and clear notice-and-cure procedures.	CCTL recommends that the following consideration be reflected in the text: Concessionaires maintain internal policies for classification, advertising review, and complaints handling, with notice, cure periods, and proportional enforcement.	The Authority refers CCTL to Clause 13 of the draft Broadcasting Code which elaborates on the matters to be included in the referenced Internal Policy.
157.	Suggested heading: Implementation and Safeguards	CCTL	CCTL believes that Concessionaires should be able to determine and implement reasonable technical measures to meet expectations of child protection as a public interest matter.	The Concessionaire shall maintain reasonable technical measures, including parental controls on platforms and devices under its control, to enable users to restrict access to content classified as unsuitable for minors. Any alleged breach of this Schedule shall be subject to notice, an opportunity to respond, and a reasonable cure period, and any enforcement action	The Authority agrees with CCTL with respect to the implementation of reasonable technical measures by broadcasters and refers to clause 13.8 of the draft Broadcasting Code which lists the matters to be included in the service providers' Internal Policy: "*The establishment and proper use of appropriate technical systems to support compliance with the Code*."

				shall be proportionate to the nature and severity of the violation.	
158.	Elections	TTBPA	It is not appropriate for a regulator to dictate. A station/show/host can be biased if they so choose. It's a programming choice. What about political advertising.		The Authority refers to the draft Broadcasting Code which sets out that broadcasting service providers are entitled to editorial opinion and they have a responsibility to observe due impartiality in all matters of a controversial nature. Due impartiality is defined in the Code as: "Due impartiality" means that there is no significant imbalance of views or opinions aired within coverage of matters of political or industrial controversy or matters relating to current public policy. The Authority also makes reference to Rule 7.2 which sets out that: *Broadcasting Service Providers shall ensure that analysis and opinion, including personal views or authored programmes, are clearly identified as such so as to be easily distinguishable from entirely factual news presentations*. For ease of reference, personal view is defined as: "Personal view" means a programme presenting a particular view or perspective and can include the outright expression of highly partisan views. Where the term "authored programme" appears, it shall have the same meaning as ascribed to "Personal view". Such opinions may be expressed by a person who is a member of a lobby group and is campaigning on the subject; or they may be the "authored" view of a journalist, commentator, or academic with professional expertise or a specialisation in an area which enables them to

					express opinions which are not necessarily mainstream. With respect to political advertising the Authority refers to clause 8.2 which states: *"Broadcasts by or on behalf of political parties shall be clearly identified as such*."
159.	Broadcasting Service Providers' Internal Policies	TTBPA	Needs to be more specific. Which internal policies? Any company would have several.		This is a general reference to any policy, process or procedure that is implemented to ensure that broadcasting is done at the highest standard.
160.	Terminology	TTBPA	Some of the terminology is vague. Definitions and/or examples are needed in order to clarify some of these terms.		Schedule H contains the principles that are derived from the concession and draft Broadcasting Code which sets out the rules and definitions together with guidelines. The Guidelines in the Code will be shared as they provide the context for the principles set out in Schedule H.