



Concession for the operation of a Public Telecommunications Network and/or Provision of a Public Telecommunications Service and/or Broadcasting Service

Maintenance History		
Date	Change Details	Version
30 th December 2005	Standard concession	Version 1.0
14 th November 2025	Revised concession issued for targeted stakeholder consultations	Version 2.0
7 th January 2026	Revised concession following targeted stakeholder consultations and issued for public consultation	Version 2.1
25 th February 2026	Revised concession following public consultation and issued for key targeted consultations	Version 2.2
29 th May 2026	Revised concession following key targeted stakeholder consultations	Version 2.3
12 th June 2026	Final Standard concession	Version 3.0

© Telecommunications Authority of Trinidad and Tobago 2026

All rights reserved. No part of this publication may be reproduced or transmitted in any form or by any means or stored in any retrieval system of any nature without the prior written permission of the Telecommunications Authority of Trinidad and Tobago, except for permitted fair dealing under the Copyright Act of Trinidad and Tobago Chapter 82:80 or in accordance with any permission granted by the Authority in respect of photocopying and/or reprographic reproduction. Full acknowledgement of author and source must be given when citing this publication.

This document may be cited as: *Concession for the operation of a Public Telecommunications Network and/or Provision of Public Telecommunications Service and/or Broadcasting service* (June 2026) Barataria, Trinidad and Tobago.

**REPUBLIC OF
TRINIDAD AND TOBAGO**

THE TELECOMMUNICATIONS ACT, CHAP. 47:31

**TELECOMMUNICATIONS AUTHORITY OF TRINIDAD
AND TOBAGO**

**CONCESSION
FOR**

**THE OPERATION OF [A PUBLIC TELECOMMUNICATIONS
NETWORK AND/OR PROVISION OF A PUBLIC
TELECOMMUNICATIONS SERVICE AND/OR BROADCASTING
SERVICE]**

ISSUED TO

[NAME OF CONCESSIONAIRE]

[..... 20XX]

**CONCESSION FOR THE OPERATION OF [A PUBLIC
TELECOMMUNICATIONS NETWORK AND/OR PROVISION OF PUBLIC
TELECOMMUNICATIONS SERVICE AND/OR BROADCASTING SERVICE]**

This Concession is issued to [NAME OF CONCESSIONAIRE] of [REGISTERED ADDRESS OF CONCESSIONAIRE], (the “concessionaire”), pursuant to Section 21 of the Telecommunications Act, Chap. 47:31 (the “Act”).

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

- 1. operate the public telecommunications network or networks listed in Schedule A.**
- 2. provide the public telecommunications service or services listed in Schedule B.**
- 3. provide the broadcasting service or services as listed in Schedule C.**

under regulatory oversight of the Telecommunications Authority of Trinidad and Tobago (the “Authority”).

Dated the _____

.....
**Senator the Honourable
Minister of Public Administration and Artificial Intelligence**

Acceptance and acknowledgement by concessionaire

[NAME OF CONCESSIONAIRE], the concessionaire hereby:

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

Signed:

.....

For and on behalf of
[NAME OF CONCESSIONAIRE]

Dated _____

TABLE OF CONTENTS

Definitions and Interpretation	5
Section A - General Conditions	7
Laws and Regulations	7
Period of Concession	7
Payment of Fees	8
Service Commitments and Performance Bond	8
Universal Service	9
Transfer of Concession, Change of Control, Disposal of Assets	9
Anti-Competitive Conduct and Market Dominance	10
Liability for Acts of Agents, Employees and Contractors	12
Remedies for Non-Compliance	12
Indemnity	13
Requirement to Furnish Information to the Authority	13
Accounting Practices	15
Public Emergency Telecommunications Services	15
National Emergency Telecommunications	16
Service Interruptions	17
Law Enforcement and National Security	17
Cybersecurity and Cybercrime	19
Numbering Resources, End User equipment and Number Portability	22
Quality of Service	22
Access to Facilities	23
Dispute Resolution	23
Access to Telecommunications	23
Amendment	24
Termination and Surrender	24
Service of Notices	24
Publications	25
Notice of Changes	25
Confidentiality of information and Data Protection	25
Section B — Public Telecommunications Network Conditions	27
Application of this Section	27
Licences for Radiotransmitting Equipment and Radiocommunications Services	27
Location of Network Facilities	27
Records and Network Plans	27
Changes to the Networks	28
Alteration of Networks	28
Access by the Authority to Network Facilities	28
Coordination of Works	29
Health, Safety and Environment	29
Interconnection	29
Broadcasting Must-Carry	30
Reasonable Traffic Management	30
Section C — Telecommunications Service Conditions	31
Applicability of this Section	31

Publication of Service Information	31
Tariffs and Services.....	31
Billing and metering accuracy	32
Consumer Rights.....	33
Customer Charter	36
Directory and Operator Services.....	36
Resale of Services	37
Interconnection	37
Intellectual Property Rights	38
Registration of users of telecommunication services.....	38
Section D — Broadcasting Service Conditions	39
Applicability of this Section	39
Authorised Services	39
News and Information Services	39
Advertising and Announcements	39
Content and Compliance with Broadcasting Code	40
Hours of Operation	40
Intellectual Property Rights	41
Quality of Service	41
Consumer Rights.....	41
Publication of Service Information	44
Tariffs and Services.....	45
Billing	45
Use by Government	46
Maintenance of Records	46
Customer Charter	47
Schedule A	48
Public Telecommunications Networks.....	48
Schedule B.....	49
Public Telecommunications Services.....	49
Schedule C	50
Broadcasting Services.....	50
Schedule D	51
Specific Conditions.....	51
Schedule E.....	52
Trinidad and Tobago Telecommunications country identifiers.....	52
Schedule F.....	53
Quality of Service Requirements for Trinidad and Tobago	53
Schedule G	60
Public Health and Safety Criteria for radiocommunication devices in Trinidad and Tobago.....	60
Schedule H	62
Broadcasting Content.....	62
Appendix I	64
PERFORMANCE BOND.....	64

Definitions and Interpretation

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

“The Act”	means the Telecommunications Act, Chap. 47:31;
“Affiliate”	has the meaning given in the Companies Act, Chap. 81:01;
“Associate”	has the meaning given in the Companies Act, Chap. 81:01;
“Average Market Share”	means the percentage arrived at by equal division of the defined market among all concessionaires operating in that market;
“Authorisation”	means a right to operate a public telecommunications network or provide a public telecommunications service or broadcasting service granted pursuant to section 21 of the Act;
“Broadcasting Service”	means the broadcasting services (as defined in the Act) which are authorised by this concession, and which are particularised in Schedule C;
“Commitment”	means an obligation set out in Schedule D to this concession;
“Control”	means the ability of one entity to direct the affairs of another whether by virtue of the ownership of shares, by contract or otherwise;
“Date of Grant”	means the date on which an Authorisation granted by this concession commences, as defined in Condition A5 and set out in the relevant Schedule;
“Date of Commencement”	means the date, on or after the Date of Grant, at which the concessionaire may commence operation of a public telecommunications network and/or provision of a public telecommunications and/or broadcasting service under this concession in accordance with Section A12 hereof;
“Government”	means the Government of the Republic of Trinidad and Tobago;
“Market”	means the service or group of services within a geographic area which are sufficiently interchangeable or substitutable in terms of user characteristics, prices or intended use, as defined herein or by the Authority in accordance with the Act or this concession;

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

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

Section A - General Conditions

Laws and Regulations

- A1. This concession is issued pursuant and subject to the Act. The provisions of the Act shall apply to the operation of all network and provision of all services authorised by this concession. Nothing in this concession shall be construed as limiting or excluding the application of any provision of the Act.
- A2. The concessionaire shall comply with the Act, all regulations or other instruments made under the Act, the conditions of this concession, and all laws in force from time to time in the Republic of Trinidad and Tobago.
- A3. The concessionaire shall comply with any lawful decision, determination or direction made by the Minister or the Authority under the Act or any regulations made thereunder.
- A4. The conditions contained in this concession shall be construed and interpreted in accordance with the laws of the Republic of Trinidad and Tobago.

Period of Concession

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

Payment of Fees

- A9. The concessionaire shall pay to the Authority the concession fees and all other fees applicable to the public telecommunications network or service authorised by this concession as invoiced by the Authority to the concessionaire in accordance with the Act, the Telecommunications (Fee Regulations) or any other regulations made under the Act or any other legislation.

Service Commitments and Performance Bond

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

Universal Service

- A14. The concessionaire shall comply with the Act, the Telecommunications (Universal Service) Regulations (“the USR”) and any other policy as approved by the Minister in relation to universal service, and in particular shall:
- a. remit all such contributions in accordance with regulation 5 of the USR to the Universal Service Fund established pursuant to section 53(6) of the Act and as may be required by the USR;
 - b. comply with all such lawful directions of the Authority pursuant to its universal service obligations.

Transfer of Concession, Change of Control, Disposal of Assets

- A15. The concessionaire shall not, without the prior written approval of the Authority, such approval not to be unreasonably withheld, transfer, assign or otherwise part with this concession or any permission, right, obligation or benefit granted under this concession.
- A16. Control of the concessionaire shall not, without the prior written approval of the Authority, such approval not to be unreasonably withheld, be transferred or changed.
- A17. The concessionaire shall not, without the prior written approval of the Authority, such approval not to be unreasonably withheld, enter into any joint venture, management agreement, outsourcing agreement, association contract or other arrangement with a third party, the effect of which would be to permit a person who is not authorised under this concession or any other concession granted under the Act, to obtain rights or privileges under this concession which would otherwise require that person to be the holder of a concession pursuant to section 21 of the Act or would result in a breach of condition A15 or A16.
- A18. The concessionaire shall not, without the prior written approval of the Authority, such approval not to be unreasonably withheld, assign, transfer or otherwise dispose of any part of its assets constituting or involved in the operation of any public telecommunications network or provision of any public telecommunications service authorised for national or major territorial operation or provision, where such assignment, transfer or disposal would materially affect access to that network or those services, other than where the assignment, transfer or disposal is in the ordinary course of the concessionaire’s maintenance, replacement or upgrading of such network or service.
- A19. The Authority may, in the grant of any approval under conditions A15, A16, A17 or A18, impose such reasonable conditions upon the concessionaire in respect of any transfer, assignment, change, disposal or arrangement as it considers appropriate.
- A20. The concessionaire is required to provide to the Authority no less than twenty-one (21) days prior notification of any intention by the concessionaire to conduct any proposed transfer, assignment, change, disposal or arrangement under conditions A15, A16, A17 or A18.

Anti-Competitive Conduct and Market Dominance

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

shall be considered to have significant market power and may be declared a dominant provider subject to price regulation in accordance with section 29 of the Act. Notwithstanding the foregoing, a concessionaire with an actual market share of less than 15% of any defined market shall not be considered a dominant provider in that market.
 - b. The Authority may also determine, in accordance with section 29 of the Act, that a concessionaire is dominant where, individually or jointly with others, it operates in a market where more than one of the following conditions are satisfied:
 - (i) mature market;

- (ii) homogenous product;
 - (iii) similar cost structures;
 - (iv) similar market shares;
 - (v) lack of technical innovation and mature technology;
 - (vi) absence of excess capacity;
 - (vii) lack of potential competition;
 - (viii) reduced scope for price competition; or
 - (ix) high barriers to entry.
- c. Subject to revisions made from time to time by the Authority, a concessionaire which is declared dominant in a market may be subject to price regulation of the telecommunications services within that market in accordance with section 29 of the Act, such that its prices for telecommunications services in that market shall be capped so that the concessionaire's rate of return on investment is limited (save that such limit shall not result in a rate of return of less than the concessionaire's weighted average cost of capital as determined by Generally Accepted Accounting Practice), or price floors may be set to ensure that provision is not below cost.
- d. A concessionaire that has been declared dominant in accordance with section 29 of the Act may apply to the Authority in writing for a determination that it is not a dominant provider. The Authority shall determine any such application within one hundred and twenty (120) days of receipt of the application along with all required information and shall take into account the following factors:
- (i) the relevant market;
 - (ii) technology and market trends;
 - (iii) the market share of the provider;
 - (iv) the power of the provider to set prices;
 - (v) the degree of differentiation among services in the market;
 - (vi) any other matter as the Authority deems relevant.
- e. Until such time as the Authority has defined the relevant markets, the following shall be the defined markets for the purposes of this condition:
- (i) Retail telecommunications services:
 - a. Public Mobile Voice Origination Services;
 - b. Public Fixed Voice Origination Services;
 - c. International Voice Origination Services;
 - d. Broadband Internet Access; and,
 - e. Private Leased Line Services.
 - (ii) Wholesale telecommunications services:
 - a. Local Leased Line Access;
 - b. International Leased Line Access;

- c. Leased line Access to other concessionaires;
- d. Mobile Termination services;
- e. Fixed Termination services;
- f. Fixed Transit;
- g. Mobile Transit; and,
- h. International Termination services.

Liability for Acts of Agents, Employees and Contractors

A24. Without prejudice to the provisions of condition A17, the concessionaire shall be entitled to appoint agents or employ independent contractors or sub-contractors to carry out any works or provide any services which enable the concessionaire to discharge its obligations under this concession. The concessionaire shall be wholly liable for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services and shall remain responsible for compliance with all requirements of this concession notwithstanding any such appointment or employment.

Remedies for Non-Compliance

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

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

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

A26. The concessionaire shall not be held to have failed to comply with its obligations under this concession if, and to the extent that the Authority is satisfied that, it is or was prevented from complying with those obligations for the following reasons:

- a. acts or omissions beyond the reasonable control of the concessionaire, including without limitation, acts of God, war, riot, civil commotion, fire, flood or storm;
- b. malfunction or failure of any equipment where the Authority determines that reasonable preventative measures were taken beforehand;
- c. the act or omission of any government body or international organisation;

- d. compliance with any law or governmental order, rule, regulation or direction; or,
- e. any other factor which in the opinion of the Authority is beyond the concessionaire's reasonable control and which notwithstanding the exercise by the concessionaire of reasonable diligence, the concessionaire was unable to prevent or overcome,

provided that the concessionaire shall: (i) as soon as reasonably practicable notify the Authority in writing of the occurrence of any such factor hereinabove mentioned, stating the full particulars, its effects on the concessionaire, the obligation it is prevented from carrying out and the likely period of non-compliance (ii) use all reasonable endeavours to address, without delay, the factor or factors preventing the carrying out of its obligations and (iii) resume the performance of its obligations as soon as the factor which prevented its performance thereof ceases or abates.

Indemnity

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

Requirement to Furnish Information to the Authority

- A28. The concessionaire shall promptly furnish to the Authority, in such manner and at such times as the Authority may reasonably direct, either in writing or by a general notice published by the Authority, such information related to the activities of the concessionaire under this concession, including but not limited to, network or service development plans, financial, technical and statistical information, accounts, service performance metrics, information related to the cybersecurity and cybercrime obligations under conditions A46-48, quality of service and other records or information, as the Authority may reasonably require in order to perform its functions. The concessionaire shall ensure that any such document or information provided to the Authority shall be true, accurate and complete.

A29. Subject to condition A28, the Authority shall keep confidential any information furnished to it by a concessionaire, which the concessionaire has specifically expressed to be confidential at the time of submission to the Authority, and which is of a confidential nature. The concessionaire shall label such confidential information at the time of disclosure orally and in writing with a prominently placed label or marking stating that such information is "CORPORATE PROPRIETARY AND CONFIDENTIAL". The Authority shall exercise reasonable care and take all reasonable steps in protecting such confidential information, and in particular shall take reasonable precautions to procure that such confidential information is only disseminated to the Board, employees of the Authority and every person concerned with the administration of the Act that need to know and use such information in the performance of the Authority's functions.

A30. In accordance with section 80 of the Act, the Authority shall be entitled to disclose any information received by it where:

- a. the Authority considers that disclosure is necessary in the discharge of the Authority's functions;
- b. the information is or becomes public knowledge other than through disclosure by the Authority;
- c. the information was known to the Authority before receipt from the concessionaire, without any obligation of confidence;
- d. the information lawfully becomes available to the Authority from a source other than the concessionaire; or
- e. the concessionaire agrees to the disclosure of the information.

A31. Prior to any disclosure of information under condition A30 above, the Authority shall afford the concessionaire requesting the information and the concessionaire that owns the information, an adequate opportunity to make representations regarding the disclosure. Without prejudice to the generality of the foregoing, the Authority shall:

- a. give no less than fourteen (14) days prior written notice of disclosure to the concessionaire whose information the Authority proposes to disclose;
- b. give reasonable considerations to any representations made consequent upon part a. above; and,
- c. where appropriate, consider such reasonable proposals made by the concessionaire to protect the confidentiality of the information, where such proposals do not prejudice the Authority's objective in seeking to disclose the information.

Accounting Practices

- A32. Where directed by the Authority in writing, the concessionaire shall implement such accounting practices as may from time to time be required by the Authority in accordance with Regulations made under the Act.
- A33. Such accounting practices are to be consistent with generally accepted accounting practice where applicable, and may include but are not limited to accounting practices which allow for the identification or separation of the costs and charges for different services or types or kinds of network and/ or facilities.
- A34. The concessionaire shall account for costs and keep such books of accounts and where the Authority prescribes by regulation the manner in which such books are to be kept, to keep such books of accounts in accordance with Regulations made under the Act.

Public Emergency Telecommunications Services

- A35. The concessionaire shall, in respect of any public telephone service which it provides, ensure that it:

- a. allow user connection;
- b. forward user calling line identifiers, with associated subscriber address information where possible;
- c. for fixed telephony, if required to do so and upon giving reasonable prior notice in writing, forward, where possible, the physical address of the user's network termination point at the time of the communication; and
- 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 to within a fifty-metre horizontal accuracy and a three-metre vertical accuracy under open sky conditions at the time of the communication or other such parameters as may be prescribed;

to police, fire, ambulance, or any other national emergency services that the Minister with responsibility for National Security may, from time to time, designate, so they may be notified of any emergency at any time and at no charge.

- A36. The concessionaire shall, as directed by the Authority after consultation with the relevant stakeholders, in respect of any public telecommunications or broadcasting service it provides:

- a. facilitate the provision of next generation internet protocol-based emergency call services (with multimedia capability including text, photograph and video) to the relevant national emergency agency; and

- b. facilitate the broadcast of emergency or critical alerts by any national emergency or security agency.
- A37. The numbers for emergency services and national public information services shall be as determined in the National Numbering Plan, or as otherwise identified in any decisions or directions issued by the Authority.
- A38. The concessionaire shall take all reasonable measures to ensure the best possible availability of service in the event of network breakdown or in case of force majeure.

National Emergency Telecommunications

- A39. The concessionaire shall:
 - a. take all appropriate measures, within its reasonable control to ensure its facilities are resilient to natural and man-made disasters and conform with the Authority's applicable Technical Standards including but not limited to the *Technical Standards for Public Fixed Telecommunications Networks and the Technical Standards for Wireless Networks*;
 - b. as directed by the Authority, after consultation with the relevant stakeholders, adopt technologies to facilitate efficient public notifications, warnings and emergency alerts, using assistive technologies to aid persons with disabilities;
 - c. ensure an up-to-date disaster recovery plan and business continuity plan that is appropriate to the nature and scale of its authorised networks and services; and
 - d. cooperate with stakeholders identified by the Authority in the development of a National Emergency Telecommunications Plan. Such stakeholders shall include but not be limited to:
 - (i) relevant Ministries,
 - (ii) regulatory bodies,
 - (iii) national development agencies,
 - (iv) first responders,
 - (v) private networks including government communications networks, amateur radio and civil society.

Service Interruptions

- A40. The concessionaire shall take all reasonable precautions to ensure that interruptions to the provision of its services are avoided or kept at a minimum.
- A41. The concessionaire shall take reasonable steps to provide adequate advance notice prior to any service interruptions resulting from planned network outages to its customers, the Authority and any other concessionaires, network operators or service providers affected by the service interruption.
- A42. Where a service interruption is not planned, the concessionaire shall take such reasonable steps to promptly inform customers, the Authority and other concessionaires, network operators or service providers affected by the service interruption of the nature of the service interruption, including its best information regarding the restoration of service.
- A43. The concessionaire shall inform the Authority, within a reasonable timeframe, of the details and reasons for service interruptions and reasonable preventative measures for recurrence of unplanned service interruptions, where applicable, as directed by the Authority.

Law Enforcement and National Security

- A44. (1) The concessionaire shall, upon request made by the Minister with responsibility for National Security and subject to any written law, cooperate with the Ministry with responsibility for National Security in matters of national security. Such cooperation may, subject to written law, include inter alia:
- a. The concessionaire:
 - i. ensuring that any infrastructure whether located within or outside of the jurisdiction of Trinidad and Tobago, where technically feasible, is enabled to facilitate intelligence analysis by the Ministry with responsibility for National Security or such agency as is expressly designated by the Minister with responsibility for National Security for the purposes of this section (“the designated agency”). This may include, but is not limited to, the installation of such necessary hardware and software with the required functionality, in accordance with guidance to be provided by the Ministry with responsibility for National Security or the designated agency;
 - ii. enabling the capability to terminate/mirror transmission data/intelligence to points of monitoring and surveillance, in a manner as prescribed by the Ministry with responsibility for National Security or the designated agency from time to time;

- iii. providing in real time, session management and control information so as to allow the tracking of origin and termination of intelligence;
 - iv. providing access to subscriber databases in a timely fashion in conjunction with the control information of (iii) above, in formats as prescribed from time to time by Ministry with responsibility for National Security or the designated agency;
 - v. providing the identity of the subscriber, customer or user whom the concessionaire was providing services to in relation to the requested information; and,
 - vi. providing the requested information, facilities or technical assistance identified in a lawful intercept warrant.
- b. Prescriptions of the designated agency under A44.(1)a. above may include, but shall not be limited to:
 - i. directions as to the timeliness of response to requests;
 - ii. technical specifications for hardware and software inter-workings; and,
 - iii. formats in which information is requested of and to be submitted by the concessionaire.
 - c. granting entry to authorised representatives of the designated agency to facilities for the purpose of monitoring and capturing of any services provided by the concessionaire.
 - d. permitting the designated agency to position or connect its monitoring equipment on or with any communications infrastructure considered necessary as long as there is no reasonable risk of negatively affecting network/service quality. This access will be granted at no cost, except that the cost of installing the access media or such similar device shall be for the account of the Ministry with responsibility for National Security.
 - e. The concessionaire designating a point of contact from its engineering personnel, who must be suitably screened by the designated agency.
 - f. The concessionaire keeping the designated agency informed in writing ninety (90) days prior to any intended material growth/changes to the infrastructure of the network, including details pertaining to site location and capabilities.
- (2) Save as expressly otherwise provided, the cost of any activity and equipment under these provisions shall be borne by the designated agency.

- A45. The concessionaire, its agents or employees, shall treat condition A44 of the concession and all information – in any form – which is acquired in the course of complying with such conditions as secret and confidential and shall not disclose or communicate to any unauthorized person or allow any such person to have access to any such information without the prior consent of the Minister with responsibility for National Security.

Cybersecurity and Cybercrime

- A46. Without prejudice to any cybersecurity regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall:
- (a) implement codes of conduct relative to cybersecurity and cybercrime in conformity with accepted international practice and the law, and any rules, guidelines, measures or standards as the Authority may develop in conformity with accepted international practice and law.
 - (b) use reasonable endeavours 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.
 - (c) cooperate with the Authority and other relevant national bodies on matters relating to cybersecurity awareness, threat information sharing, and resilience enhancement.

Compliance with this condition may also be demonstrated through internal policies, group-level governance frameworks, or other reasonable means appropriate to the concessionaire's operational context, as applicable.

- A47. A concessionaire shall:
- (a) in designing, operating and maintaining its networks, apply risk-based security measures informed by:
 - (i) vendor-supported architectures;
 - (ii) recognised international standards or industry practices where practicable; and
 - (iii) its own internal risk management and governance frameworks.
 - (b) for existing networks, manage cybersecurity risk, 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.

- (c) submit to the Authority annually:
 - i. a cybersecurity framework or plan describing the measures implemented for the identification, protection, detection, response and recovery of its public telecommunications networks and services; and
 - ii. confirmation that such cybersecurity framework or plan has been developed having regard to a recognised international cybersecurity framework, including the National Institute of Standards and Technology (NIST) Cybersecurity Framework or an equivalent standard; or
 - iii. independent certification or attestation, issued by a suitably qualified and accredited third-party provider, confirming that the cybersecurity framework or plan is aligned with, and has been developed in accordance with, such recognised international framework.

For the avoidance of doubt, this Condition shall not be construed as requiring the concessionaire, to obtain certification under ISO/IEC 27001, NIST, or any other standard, but only that the cybersecurity framework or plan is developed in accordance with recognised international best practice and independently attested as such.

- (d) notify the Authority within twenty-four (24) hours of a material cybersecurity incident that has a demonstrable and significant impact on the continuity or integrity of public telecommunications services, 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.
- (e) in the event of a material cybersecurity incident per subsection (d) above, submit an incident report to the Authority specifying the nature of the incident, the services affected, the scope of impact of the incident, details of the concessionaire's notification to its customers, the timeframe for resolution of the incident, and any other matter the Authority may reasonably require. Where the material cybersecurity incident is resolved within five days of the start of the incident, a full incident report must be provided no later than five days after the date of resolution. For material cybersecurity incidents not resolved within five days, an interim incident report must be provided to the Authority within seven days of the start of the incident and thereafter a full incident report provided within five (5) days of the date of resolution of the incident or such other period as the Authority may direct.

In this section, the following definitions shall apply:

“actual knowledge” means knowledge that is brought to the attention of the concessionaire through one or more of the following means:

- (i) court order; or
- (ii) formal notification from the Minister with responsibility for National Security or such agency as is expressly designated by the said Minister;

"computer system" means a device or group of interconnected or related devices which follows a program or external instruction to perform automatic processing of information or electronic data;

"computer data" means any representation of facts, information or concepts in a form suitable for processing in a computer system, including a program suitable to cause a computer system to perform a function;

“data message” means any document, material, correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, video, digital image or picture, computer image or picture, computer generated image or picture, or digitally generated image or picture whether made or produced by electronic, digital, mechanical, or other means which is sent, received or stored by any electronic means by or on behalf of the person it represents;

“electronic record” means a record created, stored, generated, received or communicated by electronic means;

“traffic data” means any computer data relating to a communication by means of a computer system, generated by a computer system that formed a part in the chain of communication, indicating the communication’s origin, destination, route, time, date, size, duration, or type of underlying service.

A48. Subject to any written law, the concessionaire shall:

- (a) where it has actual knowledge that a data message or electronic record, which is in its possession or control, gives rise to criminal liability or has received a court order that such a message gives rise to civil liability, take reasonable measures and cooperate with the Authority, or other relevant legal authorities, to remove the data message or electronic record from any information system within the control of the concessionaire in respect of that information and take any other action authorised by written law;
- (b) where it reasonably suspects that a data message or electronic record which is in its possession or control may give rise to a criminal offence, promptly notify the appropriate law enforcement authorities of the data message or electronic record and provide such relevant information as may be lawfully disclosed; and

- (c) cooperate with law enforcement authorities on matters relating to cybercrime.

Any information shared pursuant to this condition may be preliminary in nature and subject to subsequent updates as investigations progress. Nothing in this condition shall be construed as:

- (i) imposing a general obligation to monitor data messages or electronic records from any information system;
- (ii) imposing an obligation to assess the legality of content; or
- (iii) require the retention or preservation of data beyond what is reasonably necessary for operational, business, or lawful purposes.

Numbering Resources, End User equipment and Number Portability

- A49. The concessionaire shall conform to the numbering plan made by the Authority, any directions given by the Authority in relation to the application of the numbering plan and any directions or regulations issued relevant to the administration of numbers. The concessionaire acknowledges that neither the concessionaire nor its customers obtain, whether directly or indirectly, any proprietary rights in numbers allocated or assigned by the Authority.
- A50. Without prejudice to any numbering regulations to be developed by the Authority, and until such regulations are promulgated, the relevant domestic concessionaire's network shall utilise the internationally designated country code identifiers identified in Schedule E.
- A51. The concessionaire shall take all reasonable measures and cooperate with the Authority to prevent or minimise the use of end user equipment that gives rise to civil or criminal liability or end user equipment not authorised for use or operation by the Authority. 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.
- A52. The concessionaire shall, at the request of the Authority, furnish any information required by the Authority in relation to the development and/ or operation of the National Numbering Plan.
- A53. The concessionaire shall, facilitate the portability of numbers assigned to any customer of any operator of public telecommunications network or provider of public telecommunications service. A concessionaire shall configure its network to facilitate number portability between other networks that provide the same public telephone service and shall implement number portability when directed by the Authority and in the manner directed by the Authority.

Quality of Service

- A54. The concessionaire shall operate and maintain the public telecommunications network, and provide the public telecommunications service or broadcasting service, 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.

- A55. Without prejudice to any quality-of-service regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall use its best endeavours to meet the quality of service benchmarks as specified in Schedule F, within six (6) months of the Date of Commencement, or any other period that the Authority deems appropriate for a specified indicator, having regard to any representation made by the concessionaire.

Access to Facilities

- A56. The concessionaire shall in a prompt and efficient manner in accordance with the provisions of the Telecommunications (Access to Facilities) Regulations from time to time, coordinate and cooperate with any other concessionaire in respect of the provision, use and sharing of any facilities.
- A57. Save as otherwise expressly permitted by the Authority, the concessionaire shall not install any radiocommunications or radiotransmitting equipment which is part of the public telecommunications network on any structure which (i) is not purpose built for the accommodation of such equipment, and, (ii) is not owned or controlled by the concessionaire, or another holder of a concession under section 21 of the Act. In this condition, the term “owned or controlled” means the ability to direct the management and use of a facility for the purpose of complying with any directions given by the Authority under section 26 of the Act or any regulations made under section 26 of the Act.

Dispute Resolution

- A58. Any dispute on matters relating to the requirements of this concession or the Act shall be referred to the Authority for determination in accordance with the Authority’s procedures for the resolution of disputes as established by the Authority under the Act. The concessionaire expressly agrees and acknowledges that it shall, as set forth within the provisions of such dispute resolution process, be bound by any decision or award made in such process.

Access to Telecommunications

- A59. The concessionaire shall refrain from impairing or terminating the telecommunications service or access to the relevant telecommunications network or facility to a user or other provider of a telecommunication service during a dispute, without first having undertaken to resolve the dispute in accordance with established procedures approved by the Authority and where such dispute cannot be resolved, to seek written approval from the Authority but in respect of a billing dispute the concessionaire shall collect such amounts that are not in dispute from such user or other provider.

- A60. The concessionaire is required to provide to the Authority no less than thirty (30) days prior notification of its intention to terminate access to its relevant telecommunications network or facility to any other provider of a telecommunication service.

Amendment

- A61. This concession or the terms and conditions of any Authorisation granted in this concession, may be amended:
- a. in accordance with the provisions of the Act: *force majeure*, national security, changes in national legislation, implementation of international obligations; or
 - b. as agreed in writing between the concessionaire and the Minister, acting on the advice of the Authority.

Termination and Surrender

- A62. An Authorisation granted under this concession shall terminate at the end of the relevant Term unless earlier revoked or terminated in accordance with the Act, or terminated by agreement between the concessionaire and the Minister, acting on the recommendation of the Authority.
- A63. An Authorisation granted under this concession, or any rights granted herein, may be surrendered at any time with the prior agreement in writing of the Minister, acting on the recommendation of the Authority. Such surrender shall be without prejudice to any rights or obligations accrued prior to such surrender taking effect and shall be subject to such conditions as the Minister, acting on the recommendation of the Authority, shall consider appropriate having regard to all the circumstances.

Service of Notices

- A64. The concessionaire shall provide to the Authority an address in the Republic of Trinidad and Tobago for service of notices, including details of telephone contact numbers. All notices required to be given in writing to the concessionaire under this concession shall be sent by:
- a. hand or mail to the concessionaire's registered address in the Republic of Trinidad and Tobago as filed with the Registrar of Companies or any other address in Trinidad and Tobago provided by the concessionaire to the Authority in writing;
 - b. electronic mail (email); or
 - c. by other means as may be agreed between the concessionaire and the Authority.

Notices will be deemed to have been received when delivered if sent by hand, three working days after mailing if sent by mail, and if sent by electronic means will be deemed to be received when it enters the recipient's electronic mail inbox.

Publications

A65. The concessionaire shall publish and make available at all times such information as reasonably determined from time to time by the Authority as necessary to inform the public of the operation of its network and/or provision of all of its services provided in relation to the Authorisation contained in this concession. These publications shall be effected by at a minimum:

- a. placing a copy in a publicly accessible location of the principal place of business in Trinidad and Tobago of the concessionaire, and all other business places of the concessionaire at which business with the public is transacted;
- b. making the information available, and easily accessible, on any public website maintained by the concessionaire; and
- c. providing a copy to any person who requests it. The concessionaire may levy a charge of no more than the reasonable cost of printing and sending the copy to the person so requesting.

Notice of Changes

A66. The concessionaire shall submit written notice to the Authority within seven (7) days of the occurrence of any the following changes:

- (a) the name of the concessionaire or brand name;
- (b) the designated contact person and contact details for the concessionaire;
and
- (c) registered and physical address(es) of the concessionaire's operations.

Confidentiality of Information and Data Protection

A67. The concessionaire shall maintain the confidentiality of any confidential, personal and proprietary information of any user, other operator of a public telecommunications network or public telecommunications/broadcasting service, except consent is first obtained or required under any law or by court order.

A68. Subject to written law, the concessionaire shall:

- a. be responsible for the personal information under its control;

- b. identify the purpose for which the information is to be collected before or at any time of the collection;
- c. not, without the knowledge and consent of the user to whom it relates, collect, maintain, use or disclose personal information, except for the purpose for which the information was obtained or compiled, or for a use consistent with that purpose, or for a purpose for which the information may be disclosed, as required under any law or by court order;
- d. legally undertake the collection of personal information, limited to what is necessary and in accordance with the purpose identified by the concessionaire;
- e. only retain personal information for as long as is necessary for the purpose collected and shall not disclose for purposes other than the purpose of collection without the prior consent of the user;
- f. make every reasonable effort to ensure that the personal information is accurate and complete and allow access to the user, such that the user can challenge the accuracy and completeness of the information;
- g. protect personal information using appropriate safeguards, having regard to the sensitivity of the information;
- h. protect sensitive information from processing;
- i. make available to users any documents regarding their policies and practices related to the management of personal information;
- j. disclose at the request of the user, all documents relating to the existence, use and disclosure of personal information, such that the user can challenge the accuracy and completeness of the information;
- k. provide timely and appropriate engagement to a user that challenges a concessionaire's compliance with all the sub-clauses under this section;
- l. not disclose personal information outside of Trinidad and Tobago unless comparable safeguards, to those under the Data Protection Act, Chap 22:04 exist in the jurisdiction receiving the personal information.

Section B — Public Telecommunications Network Conditions

Application of this Section

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

Licences for Radiotransmitting Equipment and Radiocommunications Services

- B2. Where radiocommunications services and radiotransmitting equipment are required for the operation of the public telecommunications network or provision of the public telecommunications service or the broadcasting service, the concessionaire shall obtain and maintain the required licences in accordance with section 36 of the Act and the relevant regulations.

Location of Network Facilities

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

Records and Network Plans

- B6. The concessionaire shall keep accurate, up to date and reasonably detailed records of the location of the public telecommunications network (including all related equipment and facilities). The records to be maintained by the concessionaire shall include overall network plans, cable route maps, areas served and coverage maps, where applicable.
- B7. The concessionaire shall make such information available, promptly and without charge, to the Authority or to any person or entity authorised by the Authority for

inspection, and shall provide copies of the information as required. All routing location information shall be submitted in a stipulated Geographic Information Systems (GIS) file format or in such format as the Authority may reasonably require for the Authority's purposes.

- B8. The concessionaire shall, at the request of any other holder of a concession granted under the Act and without unnecessary delay, give reasonable access to such information, as the Authority may direct, regarding the concessionaire's network, including planned deployment of equipment, for the facilitation of network planning, maintenance, and reconfiguration and other relevant information necessary for the provision of such related services, except such information as may reasonably be considered as commercially sensitive or corporate proprietary in nature. The concessionaire shall be entitled to charge a reasonable fee to recover costs it incurs in connection with the provision of such information to other concessionaires.

Changes to the Networks

- B9. The concessionaire shall provide the Authority with no less than sixty (60) days' notice of any planned material changes to its public telecommunications network and provide to the Authority such information as the Authority shall reasonably require for the purpose of assessing the effect of such changes, prior to effecting the changes.
- B10. The concessionaire shall not, without the prior written approval of the Authority, such approval not to be unreasonably withheld, make any changes to the public telecommunications networks which might reasonably be anticipated to have a material adverse technical effect on any telecommunications network or service or broadcasting service or any consumer of any telecommunications network or service or broadcasting service provided by the concessionaire or any other person or entity.

Alteration of Networks

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

Access by the Authority to Network Facilities

- B12. Subject to any requirement contained in the Act, the concessionaire shall permit the Authority or any inspector appointed in accordance with the Act, upon the giving of reasonable prior notice, to enter and inspect any aspect of the public telecommunications network including but not limited to technical or network support services/systems, network maintenance, billing centre, data centres and network operations centres for the purpose of inter alia: (i) monitoring compliance by the concessionaire with its obligations under the Act and concession, or (ii) collecting statistical or other data.

Coordination of Works

- B13. The concessionaire shall use reasonable endeavours to coordinate any installation works for the public telecommunications networks under, in, over or upon any public lands with the installation works of other concessionaires or licensees, so as to minimise the disruption caused by such works. The concessionaire shall cooperate fully with the Authority and shall comply with all requirements of the Act and any regulations, procedures or directions made by the Authority or any other relevant authority in respect of such coordination.
- B14. Where in the course of installing or maintaining the public telecommunications networks the concessionaire, after obtaining all required approvals and consents, excavates any public street or lands, it shall not remove, displace or otherwise interfere with any part of any telecommunications network installed by any other concessionaire or licensee without its prior written consent. Such consent shall not be unreasonably withheld or delayed, but shall be subject to any requirement of reinstatement which that other concessionaire or licensee reasonably imposes upon the concessionaire. Any dispute regarding obtaining consent on appropriate terms (including in a timely manner) may be referred to the Authority pursuant to condition A59.
- B15. The concessionaire shall, as soon as reasonably possible, complete any works over any public street or lands, and shall restore the street or lands, including the removal of any debris, to the reasonable satisfaction of the Authority and any other proper authority.

Health, Safety and Environment

- B16. The concessionaire shall in connection with its operation of the public telecommunications network, take proper and adequate measures for the safeguarding of life, property and the environment, including complying with any applicable environmental, health and safety national or international standards and safeguarding against exposure to any electrical or electromagnetic non-ionizing radiation hazard emanating from any equipment used by the concessionaire under this concession. Such measures are outlined in Schedule G.
- B17. Where any facility is found to be defective or unsafe or no longer in use, the concessionaire shall, as soon as reasonably possible, have the facility repaired or where necessary removed, at the concessionaire's expense, in an environmentally safe manner, as directed by the Authority.

Interconnection

- B18. The concessionaire shall provide in a prompt and efficient manner:
- a. direct interconnection with the public telecommunications network or the public telecommunications service of any other concessionaire;

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

Broadcasting Must-Carry

- B19. A concessionaire who operates a public domestic fixed telecommunications network which is used for the provision of television broadcasting services shall ensure that all national and major territorial free-to-air television broadcasting channels are carried on its network.

Reasonable Traffic Management

- B20. The concessionaire may implement reasonable traffic management measures where reasonably necessary for network security, integrity, congestion management, service quality, or the protection of users and networks. Such measures shall be proportionate, non-discriminatory, transparent, and applied only for so long as reasonably required. Nothing in this Condition shall be construed as requiring the concessionaire to monitor content, websites, applications, or user communications, or as preventing lawful commercial arrangements.

Section C — Telecommunications Service Conditions

Applicability of this Section

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

Publication of Service Information

- C2. The concessionaire shall publish and make available at all times up to date information relating to the provision of all of its public telecommunications services provided in relation to the Authorisations contained in this concession as follows: -
- a. the terms and conditions for all offered public telecommunications services, including tariffs;
 - b. the effects of accessing a telecommunications service from outside the service area of the concessionaire, including fees or other conditions associated with resale or roaming; and
 - c. any other information that the Authority may reasonably require.
- C3. The publication of information shall include details of fault repair provisions, and other technical and commercial conditions of the services. The concessionaire shall publish its tariffs, indicating whether or not the tariff includes VAT and file copies of its tariffs, and related terms and conditions, with the Authority.
- C4. Publication shall be effected in accordance with condition A65.
- C5. The concessionaire shall not without the prior approval of the Authority in writing, bundle any public telecommunications services into a single tariff without also offering each of the constituent services under separate tariffs.
- C6. The concessionaire shall not use revenues or resources from a public telecommunications network or public telecommunications service to cross subsidise any other public telecommunications network or public telecommunications service, without the prior written consent of the Authority.

Tariffs and Services

- C7. Save as provided in any regulations or directions made by the Authority under section 29 of the Act, the concessionaire may implement new tariffs or services or revise its tariffs or services by publication in the manner referred to in condition C4.

- C8. Revised tariffs or services shall take effect for new customers upon publication. In relation to existing customers, revised tariffs or services, to the extent of increase, shall only take effect upon the giving of notice by the concessionaire to the customer in accordance with the terms and conditions published for such tariffs or services, the period of which notice must not be less than thirty (30) days.

Billing and metering accuracy

- C9. The concessionaire shall use all reasonable endeavours to ensure that any metering or billing equipment used in connection with the services provided are accurate and reliable.
- C10. The concessionaire shall ensure that customers are provided with accurate and timely billings and that the charges included in customer bills do not exceed what is properly payable by the customer for the services actually used.
- C11. The concessionaire shall not seek to preclude users from utilising available means of making electronic or other payments and shall seek to only recover from users reasonable normal transaction charges, if any, which are typical of reasonable business operations, such as transaction charges for credit card payments or other similar forms of electronic payments.
- C12. The concessionaire shall at the written direction of the Authority, conduct tests on metering and billing equipment to assess its accuracy, reliability and conformity to any quality-of-service standards prescribed by the Authority. The results of such tests shall be submitted by the concessionaire to the Authority within fourteen (14) days after the date of the direction.
- C13. Without prejudice to any requirement contained in the Act, the concessionaire shall at any time, upon the giving of reasonable prior notice by the Authority, permit the Authority or any person authorised by the Authority to attend upon its premises or any premises used for the provision of the public telecommunications services to conduct tests on metering and billing equipment or any other equipment to assess its accuracy, reliability and conformity to any quality of service standards prescribed by the Authority.
- C14. The concessionaire shall keep for a period of at least one (1) year, records from any business support systems, operation support systems, metering or billing equipment, and related customer data, and shall provide to the Authority, in such form as the Authority may reasonably specify, copies of such records. All customer bills issued by the concessionaire shall be kept for a period of at least four (4) years.

- C15. Without prejudice to any regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall use its best endeavours to ensure that:
- a. all information, including but not limited to call and data usage, service usage, roaming and all charges on a user's bill, are clearly included in a customer's bill and identified in language and terms which as far as practicable the user can understand;
 - b. the information is correct, and if queried, ensure that the resolution is quick and clear;
 - c. incorrect billing is not a frequent or widespread incident. In particular, no more than 0.02% of bills issued should be disputed, without resolution, in a billing cycle. For the avoidance of doubt, the concessionaire shall be entitled to recover from the user all charges that are not in dispute; and
 - d. the Authority is provided in a timely manner with any information it may request in its investigation of any consumer complaint, and it submit to the Authority's lawful directions in the facilitation of relief where necessary.

Consumer Rights

- C16. The concessionaire shall comply with any regulations and directions lawfully made by the Authority in relation to the rights of consumers.
- C17. The concessionaire shall provide users, with terms and conditions which are published or are otherwise filed with the Authority, with access to and the opportunity to use such network or service on a fair and reasonable basis, and without discrimination among similarly situated users.
- C18. Without prejudice to any consumer rights regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall endeavour to inform its customers in general terms whether there are alternative service offerings in the market in the event of customer migration from one service plan to another.
- C19. Without prejudice to any consumer rights regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall not engage in retention and/ or enrolment strategies and practices which constitute harassment of the consumer.
- C20. Without prejudice to any regulations to be developed by the Authority, and until such regulations are promulgated, in relation to any marketing or promotional activity carried out by the concessionaire, the concessionaire shall ensure that it or any agency acting on its behalf is not overly disruptive to the consumer, and in particular the concessionaire shall:

- a. ensure numbers designated for emergency services are not used for any other purpose;
 - b. ensure that automatic recorded voice mechanisms are not utilized to call any consumer without the prior consent of the consumer;
 - c. establish and maintain a written 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, and shall ensure that all persons engaged in any aspect of its telemarketing are trained in accordance with the policy;
 - d. ensure that once a subscriber has informed it or the agency that he/ she does not want to be contacted for marketing communication purposes, this request shall be complied with forthwith unless otherwise agreed by the consumer;
 - e. ensure that it or the agency sends caller ID information when calling, so that consumers whose terminal equipment are so equipped may establish the identity of the caller;
 - f. ensure that it or the agency does not send unsolicited advertisements or other marketing and promotional messages to the consumer unless it has received the consumer’s express prior approval for such messages; and
 - g. ensure that the information that is provided is accurate and not misleading.
- C21. Without prejudice to any other conditions in this concession or consumer rights regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall not engage in the practice of changing a consumer’s preferred carrier(s) without his/ her prior authorization.
- C22. Without prejudice to any other conditions in this concession, or consumer rights regulations to be developed by the Authority, the concessionaire shall comply with the following conditions in respect of all contracts with users:
- a. In respect of contracts entered into after the Date of Grant, where a user contract contains a minimum term which exceeds twelve (12) months, the user shall be provided expressly with the option to obtain the same services and equipment under a contract without any minimum term. The user shall also be given the option to obtain the same services and equipment under contracts with shorter minimum terms, and the increment between the minimum terms of the options offered shall not exceed twelve (12) months. The price of services and equipment and other conditions of such shorter contracts shall be fair, reasonable and proportionate to the longest available duration, having regard to the discount offered in the longest available

duration, and the value of the services and equipment provided under or in connection with, the contract.

- b. Where a user contract, whether entered into prior to or after the Date of Grant, contains a minimum term, any penalty for early termination of the contract shall be in respect only of any subsidy provided by the concessionaire to the user under or in connection with the contract, and shall be pro-rated over the term of the contract.
- c. Where the concessionaire intends to modify a condition in a user contract which is likely to be of material detriment to the user, the concessionaire shall provide the user, with at least thirty (30) days' notice of its intention detailing the proposed modification and inform the user of the ability to terminate the contract without penalty if the proposed modification is not acceptable. 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.

C23. Where terminal equipment which has been locked or otherwise restricted so as to access only the concessionaire's network or service is supplied to a user, the concessionaire shall, upon termination of the relevant user contract in accordance with condition C23, and free of charge, remove such lock or restriction. The concessionaire shall not supply (whether directly or indirectly through agents or other retail suppliers) terminal equipment which has been so locked or restricted to any user who has not entered into a service contract with the concessionaire in respect of such equipment.

C24. The concessionaire shall give the user control of whether the user's assigned number is published, and shall keep such information confidential except where disclosure of user information is otherwise provided for in this concession or by any directions from the Authority given in accordance with the Act, including:

- a. in the publication of directories or provision of directory services (save that such disclosure shall be subject to the consumer's right to require at no charge that the number is exempted from publication, and to the provisions of the regulations made under the Act in relation to the rights of customers).
- b. where sharing of information with other authorised network operators or service providers is necessary to detect, prevent or investigate fraud,
- c. where disclosure is deemed necessary by the Authority or ordered by relevant law enforcement or national security agencies to carry out their functions or duties.

- C25. The concessionaire shall submit its standard form user contracts (or any terms and conditions that are not individually negotiated) to the Authority for its approval as to determine whether the terms are unfair to the user.
- C26. Unless otherwise directed by the Authority, the concessionaire shall file with the Authority for approval, such approval not to be unreasonably withheld, annually and within fourteen days of any material change the forms of its agreements with users for the provision of the public telecommunications services. The Authority shall, within twenty-eight (28) days of receipt of such agreements respond to the concessionaire indicating its approval, or such reasonable changes as the Authority may consider appropriate. The concessionaire shall, within fourteen (14) days of such response make such changes and resubmit the amended agreements to the Authority for approval in accordance with this condition. Within fourteen (14) days of approval by the Authority the concessionaire shall publish such agreements in the manner referred to in condition C4. In the event that the Authority does not respond to the concessionaire within the prescribed period, the forms shall be deemed to have been approved by the Authority on the day immediately following the expiry of the prescribed period.
- C27. Without prejudice to any consumer rights regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall:
- a. provide support and protection for consumers regarding, and mitigation against, malicious communications provided on its service;
 - b. cooperate and comply with any directions of the consumer complaints committee established by the Authority in accordance with section 18(1)(q) of the Act;
 - c. keep its records of consumer complaints for a period of no less than four (4) years; and
 - d. provide information and details to consumers on its procedures for handling complaints and disputes in the manner referred to in condition A65.

Customer Charter

- C28. The concessionaire shall prepare and provide to its customers a customer charter which at a minimum conforms to all relevant regulations made under the Act, and decisions made in any dispute resolution process under the Act in relation to its subject matter.
- C29. The customer charter shall be published in the manner referred to in condition C4.

Directory and Operator Services

- C30. The concessionaire shall provide, or provide access to, directory enquiry services for telephone services based on its database.

- C31. The concessionaire shall, provide free of charge, in electronic format, annual (or at such other reasonable interval directed by the Authority) directories to all subscribers of its telephone services.
- C32. The concessionaire shall provide, or provide access to, operator assistance services in accordance with any applicable regulations or lawful directions of the Authority, and with any charges for operator services to be subject to the other tariff provisions of this Section C.
- C33. Without prejudice to the regulations to be developed by the Authority, and until such regulations are promulgated, where applicable, the concessionaire in respect of operator services shall:
- a. provide at a minimum customer care and assistance services which shall include fault clearance assistance for eighteen (18) hours a day;
 - b. ensure that prospective subscribers, upon request, are informed in general terms whether there are alternative suppliers of the service in the market in question; and
 - c. ensure that the number of calls to the system that are incomplete due to access line unavailability is kept to a minimum and in any event is less than one per cent (1%).

Resale of Services

- C34. The concessionaire shall permit resale of its public telecommunications services. The terms and conditions of such resale shall be negotiated between the concessionaire and the purchaser and shall not include any unreasonable or discriminatory conditions or limitations on such resale. The concessionaire shall ensure that the cost of the wholesale service does not exceed the cost of the retail service.

Interconnection

- C35. The concessionaire shall provide in a prompt and efficient manner:
- a. direct interconnection with the public telecommunications network or the public telecommunications services of any other concessionaire;
 - b. indirect interconnection with such network or service referred to in a. above, through the public telecommunications network or public telecommunications service of other concessionaires; and
 - c. the transmission and routing of the services of other concessionaires, at any technically feasible point in the concessionaire's network.

Intellectual Property Rights

- C36. The concessionaire shall not transmit, broadcast or communicate to the public any programme, information or other material that infringes the intellectual property rights of any person. Where the concessionaire is aware or notified by the Authority or the intellectual property owner of any programme, information or other material being transmitted, broadcast or communicated to the public, that infringes the intellectual property of any person the concessionaire shall remove or disable access to any programme, information or other material with immediate effect.
- C37. The concessionaire shall take reasonable measures and cooperate with the Authority to prevent or minimise the use of end user equipment that facilitates the circumvention of technological protection measures resulting in copyright infringement.
- C38. The concessionaire shall in the provision of telecommunications services take reasonable measures and cooperate with the Authority or other relevant legal authorities to prevent or minimise access to any online site or service that infringes the intellectual property rights of any person. 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.

Registration of users of telecommunication services

- C39. The concessionaire shall:
- (a) maintain an up-to-date register of all users of telecommunication services including all users of Subscriber Identity Modules (SIM);
 - (b) at the time of SIM issuance or service initiation, obtain at a minimum the full name, residential/postal address and one form of national identification of the user; and
 - (c) take all reasonable measures to verify the identity of the user by referring to a valid form of suitably recognized identification.

Section D — Broadcasting Service Conditions

Applicability of this Section

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

Authorised Services

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

News and Information Services

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

Advertising and Announcements

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

Content and Compliance with Broadcasting Code

- D8. The concessionaire shall at all times in the provision of the broadcasting services comply with the provisions of the Broadcasting Code promulgated in accordance with the Act.
- D9. Without prejudice to condition D8, and until such time as a Broadcasting Code is promulgated in accordance with the Act, the concessionaire shall not:
- (a) transmit any programme, information or other material which degrades or portrays in a negative manner or discriminates against or encourages discrimination against any person or group by reason of race, origin, colour, class, religion or sex;
 - (b) transmit any programme, information or other material which is hostile to any country; or,
 - (c) transmit any programme, information or other material which endangers the security of the Republic of Trinidad and Tobago, violates any law, is of a defamatory nature, is subversive to peace or public order or is otherwise contrary to the laws of Trinidad and Tobago.

In addition, 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.

- D10. A provider of subscription television broadcasting services who operates a public domestic fixed telecommunications network that is used for the provision of this broadcasting service shall ensure that all national and major territorial free to air television broadcasting channels are carried on its network.
- D11. A provider of free-to-air radio broadcasting services shall conform to the genre and programming content identified in Schedule C and shall not materially deviate from same, without the prior written approval of the Authority, such approval not to be unreasonably withheld.

Hours of Operation

- D12. Except as otherwise permitted or directed by the Authority, the concessionaire shall broadcast daily for a period of not less than eight hours. However, the concessionaire shall not be obliged to provide continuous service. During any period while the concessionaire is not providing broadcasting services it shall ensure that it broadcasts a constant video and audio signal.

- D13. Any material alteration to the concessionaire's regular broadcast period shall be communicated prior to the Authority, in writing, and shall be published by the concessionaire on any website maintained by the concessionaire.

Intellectual Property Rights

- D14. The concessionaire shall not transmit, broadcast or communicate to the public any programme, information or other material without first obtaining all required permissions from the relevant owners of any intellectual property in such programmes, information and other material, and shall not otherwise infringe the intellectual property rights of any person. Where the concessionaire is aware or notified by the Authority or the intellectual property owner, of any programme, information or other material being transmitted, broadcast or communicated to the public, that infringes the intellectual property of any person the concessionaire shall remove or disable access to any programme, information or other material with immediate effect.
- D15. The concessionaire shall take reasonable measures and cooperate with the Authority to prevent or minimise the use of end user equipment that facilitates the circumvention of technological protection measures resulting in copyright infringement.
- D16. The concessionaire shall in the provision of broadcasting services take reasonable measures and cooperate with the Authority or other relevant legal authorities to prevent or minimise access to any, online site or service that would infringe the intellectual property rights of any person. 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.

Quality of Service

- D17. The concessionaire shall provide the broadcasting services in accordance with any regulations and directions made by the Authority in relation to the quality of broadcasting services from time to time.

Consumer Rights

- D18. Without prejudice to any regulations pertaining to consumer rights to be developed by the Authority, and until such regulations are promulgated, the concessionaire who provides a subscription broadcasting service shall:
- a. provide consumers with access to and the opportunity to use its network or service on a fair and reasonable basis and not discriminate among similarly situated consumers, and shall comply with any regulations and directions lawfully made by the Authority in relation to the rights of consumers;
 - b. establish and maintain a written 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 broadcasting services and shall ensure that all persons engaged in any aspect of its telemarketing are trained in accordance with the policy;

- c. promptly inform its customers of any material changes to its channel line-up or programming packages;
- d. 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. For the avoidance of doubt, this condition shall not apply to ordinary programming changes, channel lineup adjustments, promotional changes, or other routine commercial changes made in the ordinary course of business.; and,
- e. not engage in retention and enrolment strategies and practices which constitute harassment of the consumer.

D19. Without prejudice to any regulations pertaining to consumer rights to be developed by the Authority, and until such regulations are promulgated, in relation to any marketing or promotional activity carried out by the concessionaire, the concessionaire who provides a subscription broadcasting service shall ensure that it or any agency acting on its behalf is not overly disruptive to the consumer and in particular the concessionaire shall:

- a) ensure that automatic recorded voice mechanisms are not utilized to call any consumer without the prior consent of the consumer;
- b) ensure that once a subscriber has informed it or the agency that he/ she does not want to be contacted for marketing communications purposes this request shall be complied with forthwith;
- c) ensure that it or the agency sends caller ID information when calling, so that consumers whose terminal equipment are so equipped may establish the identity of the caller;
- d) ensure that it or the agency does not send unsolicited advertisements or other marketing and promotional messages to the consumer unless it has received the consumer's express prior approval for such messages; and
- e) ensure that service information that is provided is accurate and not misleading.

- D20. Without prejudice to any other conditions in this concession, or consumer rights regulations to be developed by the Authority, the concessionaire who provides a subscription broadcasting service shall comply with the following conditions in respect of all contracts with users:
- a. In respect of contracts entered into after the Date of Grant, where a user contract contains a minimum term which exceeds twelve (12) months, the user shall be provided expressly with the option to obtain the same services and equipment under a contract without any minimum term. The user shall also be given the option to obtain the same services and equipment under contracts with shorter minimum terms, and the increment between the minimum terms of the options offered shall not exceed twelve (12) months. The price of services and equipment and other conditions of such shorter contracts shall be fair, reasonable and proportionate to the longest available duration, having regard to the discount offered in the longest available duration, and the value of the services and equipment provided under or in connection with, the contract.
 - b. Where a user contract contains a minimum term, any penalty for early termination of the contract shall be in respect only of any subsidy provided by the concessionaire to the user under or in connection with the contract, and shall be pro-rated over the term of the contract.
 - c. Where the concessionaire intends to modify a condition in a user contract which is likely to be of material detriment to the user, the concessionaire shall provide the user, with at least thirty (30) days' notice of its intention detailing the proposed modification and inform the user of the ability to terminate the contract without penalty if the proposed modification is not acceptable. 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.
- D21. Where terminal equipment, which has been locked or otherwise restricted so as to access only the concessionaire's network or service, is supplied to a user, the concessionaire shall, upon termination of the relevant user contract in accordance with condition D20, and free of charge, remove such lock or restriction. The concessionaire shall not supply (whether directly or indirectly through agents or other retail suppliers) terminal equipment which has been so locked or restricted to any user who has not entered into a service contract with the concessionaire in respect of such equipment.
- D22. The concessionaire shall submit its standard form user contracts (or any terms and conditions that are not individually negotiated) to the Authority for its approval as to determine whether the terms are unfair to the user.
- D23. Unless otherwise directed by the Authority, where the concessionaire provides a subscription broadcasting service, it shall file with the Authority for approval, such approval not to be unreasonably withheld, annually and within fourteen

days of any material change the form(s) of its agreements with users for the provision of the subscription broadcasting service. The Authority shall, within twenty-eight (28) days of receipt of such agreements respond to the concessionaire indicating its approval, or such reasonable changes as the Authority may consider appropriate. The concessionaire shall, within fourteen (14) days of such response make such changes and resubmit the amended agreements to the Authority for approval in accordance with this condition. Within fourteen (14) days of approval by the Authority the concessionaire shall publish such agreements in the manner referred to in Condition A65. In the event that the Authority does not respond to the concessionaire within the prescribed period, the agreements shall be deemed to have been approved by the Authority on the day immediately following the expiry of the prescribed period.

- D24. Without prejudice to any consumer rights regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire who provides a subscription broadcasting service shall archive its records of consumer complaints for a period of no less than four (4) years.
- D25. The concessionaire who provides a subscription broadcasting service shall provide, or provide access to, customer care services in accordance with any applicable regulations or lawful directions of the Authority, with any charges for customer care services to be subject to the other tariff provisions of this Section D.
- D26. The concessionaire who provides a subscription broadcasting service, in respect of customer care services, shall:
 - a. provide, at a minimum, customer care and assistance services which shall include fault clearance assistance;
 - b. ensure that prospective subscribers, upon request, are informed in general terms whether there are alternative service offerings in the market in question in the event of approved customer migration from one service plan to another; and,
 - c. ensure that the number of calls to the system that are incomplete due to access line unavailability is kept to a minimum and in any event is less than one per cent (1%).

Publication of Service Information

- D27. The concessionaire who provides a subscription broadcasting service shall publish in the manner referred to in condition A65 and make available at all times up to date information with respect to the provision of all of its services provided in relation to the Authorisations contained in this concession as follows:

- a. the terms and conditions for all offered subscription broadcasting services including its tariffs;
 - b. any other information that the Authority may reasonably require.
- D28. The publication of such information shall include its tariffs, the terms and conditions for the provision of the services, details of fault repair provisions, and other technical and commercial conditions of the services. The concessionaire shall publish its tariffs indicating whether or not the tariff includes VAT and file copies of its tariffs, and related terms and conditions, with the Authority.

Tariffs and Services

- D29. Save as provided in any regulations or directions made by the Authority, the concessionaire who provides subscription broadcasting services may implement new and revise its tariffs or services by publication in the manner referred to in condition A65.
- D30. In relation to any implementation of new or revision of tariffs or services under condition D29 the concessionaire shall, unless otherwise directed by the Authority, give to the Authority no less than thirty (30) days prior notice in writing containing details of the proposed implementation or revision.
- D31. In relation to new customers, revised tariffs or services shall take effect upon publication. In relation to existing customers, revised tariffs or services (to the extent of any increase) shall only take effect upon the giving of notice by the concessionaire to the customer in accordance with the terms and conditions published for such tariffs or services, the period of which notice shall not be less than thirty (30) days.

Billing

- D32. The concessionaire who provides subscription broadcasting services shall keep for a period of at least one (1) year, records from any billing support systems, operation support systems, metering or billing equipment, and related customer data, and shall provide to the Authority, in such form as the Authority may reasonably specify, copies of such records. The foregoing shall not apply to accounting records, including copies of all customer bills issued by the concessionaire, which shall be kept for a period of at least four (4) years.
- D33. Without prejudice to any regulations to be developed by the Authority, and until such regulations are promulgated, the concessionaire shall use its best endeavours to ensure that:
- a. all presented information, including but not limited to charges on a user's bill, is clearly identified in language and terms which as far as practicable the user can understand;

- b. customers are provided with accurate and timely billings, and if queried, shall ensure that the resolution is quick and clear;
- c. incorrect billing is not a frequent or widespread incident. In this regard no more than 0.02% of bills issued should be disputed, without resolution, in a billing cycle. For the avoidance of doubt the concessionaire shall be entitled to recover from the user all charges that are not in dispute; and,
- d. the Authority is provided in a timely manner with any information it may reasonably request in its investigation of any consumer complaint and submit to the Authority's directions in the facilitation of relief where necessary.

D34. The concessionaire shall not seek to preclude users from utilising available means of making electronic or other payments and shall not seek to recover from users' normal transaction charges which are typical of reasonable business operations, such as transaction charges for credit card payments or other similar forms of electronic payments.

Use by Government

D35. The concessionaire shall, on a free-of-charge basis up to a limit of fourteen (14) hours per calendar week, and thereafter at an agreed rate not to exceed eighty-seven and one-half percent (87.5%) of the concessionaire's regular commercial rate for similar broadcast transmissions, transmit any programme, announcement, information or other material which the Government may require to be transmitted as a matter of public interest, during the concessionaire's ordinary business hours, or at any hour to be selected by agreement with the Government. Such material shall, up to a limit of one hour per day, be transmitted without accompanying advertisement.

D36. Pursuant to condition D35, the Government may reasonably declare any matter or event to be of public interest and require the concessionaire to broadcast such matter or event, but the Government shall, in deciding the actual time of transmission and length of broadcast, consult with the concessionaire with a view to causing the least possible disruption to the normal commercial operations of the concessionaire.

D37. The transmission time allocated to the Government may be varied on the giving of twenty-four (24) hours' notice to the concessionaire, except that, in the case of an emergency, such notice period shall be waived.

Maintenance of Records

D38. The concessionaire shall maintain, for a period of at least two (2) months, a record in the form of a log of the programmes, information or other material

transmitted each day identifying the programmes or other material broadcast and the time of its transmission. Such record shall be available during regular business hours for inspection by the Authority or any person or entity authorised by the Authority for such purpose, and a copy of such record shall be provided to the Authority on request in writing.

- D39. The concessionaire shall maintain a recording of all programming, including any news, announcements, advertisements, information or other broadcast material, for at least twenty-eight (28) days following the broadcast of such programming. The concessionaire shall provide copies of the recorded material to the Authority forthwith upon the receipt of a written request from the Authority to do so. Such copies shall be provided in the format requested by the Authority, or the concessionaire shall make available at the offices of the Authority such equipment as may be required by the Authority to review the recorded material for such period as the Authority may reasonably require.

Customer Charter

- D40. The concessionaire that provides a subscription broadcasting service shall prepare and provide to its customers a customer charter which at a minimum conforms to all relevant regulations made under the Act, and decisions made in any dispute resolution process under the Act in relation to its subject matter.
- D41. The customer charter shall be published in the manner referred to in condition A65.

Schedule A

Public Telecommunications Networks

DESCRIPTION	TERRITORY	TYPE	DATE OF GRANT	TERM	ASSOCIATED LICENCE REFERENCE #

Notes to this Schedule:

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

Schedule B

Public Telecommunications Services

DESCRIPTION	TERRITORY	TYPE	DATE OF GRANT	TERM	ASSOCIATED LICENCE REFERENCE #

Notes to this Schedule:

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

Schedule C

Broadcasting Services

DESCRIPTION	TERRITORY	TYPE	DATE OF GRANT	TERM	ASSOCIATED LICENCE REFERENCE #	PROGRAMMING CONTENT AND GENRE

Notes to this Schedule:

- The Description, Territory and Type of broadcasting service authorised in this Concession are particularised in the *Authorisation Framework for the Telecommunications and Broadcasting Sectors in the Republic of Trinidad and Tobago* published by the Authority.

Schedule D

Specific Conditions

1. Basic Network and Service Roll Out Commitments (referred to in Condition A13):
2. Conditions applicable to the achievement and certification of Basic Network and Service Rollout Commitments:
 - a. Population coverage is the percentage of the total number of households in Trinidad and Tobago covered by the relevant network.
 - b. A populated area is any part of Trinidad and Tobago where the population of Trinidad and Tobago live and habitually traverse.
 - c. Coverage of Trinidad and Tobago requires that the concessionaire achieve the percentage required in each of the islands of Trinidad and Tobago.
 - d. The concessionaire will be required by the Authority to prove its achievement of a milestone to the reasonable satisfaction of the Authority.
 - e. In respect of each milestone, the concessionaire may apply for certification of its completion of such milestone. The application shall be made in writing to the Authority and must provide adequate proof of completion. The concessionaire shall provide such further proof of completion as the Authority may reasonably require. The Authority shall determine the application and shall notify the concessionaire of the result within fourteen (14) days of receipt of the application for the first milestone, and twenty-eight (28) days of its receipt of the application in respect of all other milestones, or within fourteen (14) days of the receipt of any further information requested, whichever is the later.
3. Where applicable, the concessionaire will be required by the Authority to commence service by the Date of Commencement specified in this Schedule as referred to in concession condition A12.

Schedule E

Trinidad and Tobago Telecommunications country identifiers

Schedule F

(Condition A55)

Quality of Service Requirements for Trinidad and Tobago

Service (performance-related)

Index	Indicator	Definition	Standard	
General				
G.1	Service Activation Time	The time period between the approval of a consumer's application for service and when the service is actually activated. The installation of the service shall be completed within this time period.	Fixed Telecoms/ Subscription broadcast ≤ 7 working days Mobile Telecoms ≤ 24 hours	
G.2	Service Re-activation Time	The time period between the confirmation of payment of arrears and when service is actually re-activated. Service re-activation occurs when a consumer has been validly disconnected from a service, possibly due to accumulation of arrears.	≤ 24 hours or the next working day	
G.3	Consumer Query Response Time	The time period elapsed between the start of a consumer's query request and the acknowledgement of that query request by the service provider. Consumer queries can be made via consumer assistance phone numbers, an email to a customer service email address, or at a customer service center of the service provider. This ensures that consumer queries relating to billing, malfunctioning connection,	85% of occurrences per quarter (with quarter days being 1 January, 1 April, 1 July and 1 October) shall be within the following timeframe: Customer care Services: ≤ 40 seconds	

Index	Indicator	Definition	Standard
		quality of service and other issues are dealt with promptly and satisfactorily. The service provider will be required to include a commitment as to the time within which the investigation will be completed in their response to the consumer.	Customer Service email contact: $\leq$ 24 hours or the next working day Customer Service Center: $\leq$ 1 hour
G.4	Billing Accuracy	The ratio, expressed as a percentage, between the number of accurate billing invoices prepared to the total number of billing invoices prepared for any given billing cycle. A bill shall not be inaccurate if the discrepancy arises out of the correction of an earlier billing discrepancy.	$\geq 99\%$
G.5	Consumer Complaint Resolutions	The total number of consumer complaints resolved by a service provider for a service offered and the total number of complaints logged for that service. A complaint has been resolved for the purposes of this indicator if the concessionaire has addressed the complaint to the satisfaction of the consumer or the reasonable satisfaction of the Authority.	95% in 20 days
Public Data (Internet) Telecommunications Services			
D.1	Average Bandwidth to Consumer	The Average download and upload speeds, in megabits per second (Mbps), for broadband services.	Broadband access: $>50\%$ of advertised throughput
	All other Indicators as listed under ‘General’		

Technical (network-related)

Index	Indicator	Definition	Standard	
Element 1: Wholesale and Interconnection services				
1.1	Interconnection Installation Appointments (Satisfied)	The total number of installation appointments booked and the number met, with percentage of those met relative to the total booked for concessionaires.	$\geq 90\%$	
1.2	Interconnection Installation Appointments (Not Satisfied)	The total number of installation appointments not satisfied within 15 business days after appointment date.	$\leq 5\%$	
1.3	Interconnection Trunk Order Service Interval (Satisfied)	The percentage of time that the agreed upon due date for the turn-up of interconnection trunks are met.	$\geq 90\%$	
1.4	Interconnection Trunk Order Service Intervals (Not Satisfied)	The percentage of time that the agreed upon due date for the turn-up of interconnection trunks are not satisfied 15 business days after the agreed upon due date.	$\leq 5\%$	

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

Index	Indicator	Definition	Standard	
Element 3: Network Services				
3.1	Grade Of service (GOS)	The ratio of lost calls to total call attempts offered to a group of junctions. The smaller the value of GOS the better the service. A value of 0.002 means that two calls in one thousand calls may be lost.	Fixed GOS: 0.005 Mobile GOS: 0.04	
3.2	Call Failure Ratio	The ratio of unsuccessful call attempts caused by network congestion or failure to the total number of call attempts in a specified time period. Excludes unsuccessful calls due to called line busy, no answer or subscriber behavior. Calls will be considered successful once call session establishment to the called party is completed i.e. through the transmission of the ring back tone to the caller. Premature end user termination before ring back should not be considered a call attempt.	Fixed Access: 0.5% Mobile access: 3.5%	
3.3	Call setup time	The period between the time the address information required for setting up a call is received by the network and the called party ringing or busy tone or answer signal is received by the called party.	5 seconds	
3.4	Service Access Delay	The cumulative time elapsed between initiating a call to receiving a ring-back tone, and signaling a release to the network and achieving such.	≤ 10 seconds	
3.5	Call Drop Rate	The percentage of calls being unintentionally disconnected prematurely.	Fixed access: ≤ 1.5 % Mobile access: ≤ 4 %	

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

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

Concessionaire category	Applicable Technical QoS Indicators
Fixed Network Operator/Service Provider:	• All indicators of Element 1 • All indicators of Element 2 • All indicators of Element 3, • All indicators of Element 4
Mobile Network Operator/Service Provider	• All indicators of Element 1 • All indicators of Element 2 • All indicators of Element 3 • All indicators of Element 4
International Network Operator	• All indicators of Element 1 • All indicators of Element 2 • All indicators of Element 3 • All indicators of Element 4

Schedule G

(Condition B16)

Public Health and Safety Criteria for radiocommunication devices in Trinidad and Tobago

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

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

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

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

**Maximum Permissible Exposure (MPE) Limits for Radio-Frequency Radiation
(RFR) Power Density**

Frequency Range (MHz)	Occupational (Controlled) Limit (mW/cm²)	General Population (Uncontrolled) Limit (mW/cm²)
30 - 400	1.0	0.2
400 - 2,000	$f/400$ (1.0 to 5.0)	$f/2000$ (0.2 to 1.0)
2,000 - 300,000	5.0	1.0
f = frequency in MHz		

3. The licence shall also conform to all relevant Health and Safety Requirements in accordance with the laws of Trinidad and Tobago.

Schedule H

Broadcasting Content

A concessionaire in the provision of broadcasting services shall comply with this Schedule and use its best endeavours to:

Protection of Children

1. ensure that children are neither exposed, harmed nor misled by the broadcast of inappropriate and/or inaccurate material. The following must need to be taken into consideration:
 - a. use appropriate programme scheduling to protect children from unsuitable material.
 - b. ensure that broadcasts do not contain content which portrays children in an explicitly sexual manner.
 - c. ensure that names and/or images of children who are victims or accused or convicted of crimes are not broadcast.

Harm, Abuse and Discrimination

2. ensure audiences are adequately protected from harmful, abusive or discriminatory material.

Offensive Language

3. ensure that offensive language is not broadcast.

Pornography

4. ensure that pornographic material is not broadcast.

Crime

5. ensure that material likely to encourage or incite the commission of crime or to lead to disorder is not broadcast.

Race or Ethnicity

6. ensure that content is not broadcast which involves any derogatory treatment of persons on the basis of the race or ethnic group to which they belong and to treat all groups with due impartiality.

Religion

7. ensure that material is not broadcast which involves derogatory treatment of the religious views and beliefs of those belonging to a particular religion or religious denomination and which does not result in the exploitation of the audience.

News and Public Affairs

8. ensure that broadcasts of news and current affairs, in whatever form, contain content reported with accuracy, balance and due impartiality.

Elections

9. ensure that where broadcast material relates to political matters during the period of elections, such broadcasts present a sufficient range of information, views and opinions in a balanced manner to enable the audience to make informed political decisions.

Fairness

10. ensure to treat fairly with individuals or organisations in relation to contributions made to programmes.

Privacy

11. respect the privacy of individuals in programmes and in connection with obtaining material included in programmes.

Information, Warnings and Audience Protection

12. ensure that viewers and listeners are afforded adequate protection against harmful programmes and are given information and warnings about broadcasts of programming that contains any material that is capable of causing harm. 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.

Advertising, Sponsorship and Promotional Programming

13. ensure that in the scheduling of broadcasts, primary programming content and advertising are kept distinct so that members of the public are not confused; ensure that advertising pressures do not compromise the integrity of information provided by the concessionaire; prevent misleading information being given to the public in the course of broadcasts; and ensure that advertising within broadcasts do not cause unnecessary harm.

Broadcasting Service Providers' Internal Policies

14. ensure that broadcasting services are provided to the highest standards. Ensure the introduction and implementation of internal policies, processes and procedures which are consistent with broadcasting best practices.

Appendix I
PERFORMANCE BOND

This Performance Bond is dated the day of .

WHEREAS the Minister of Public Administration and Artificial Intelligence has on [], in exercise of the powers granted by the Telecommunications Act Chap. 47:31, and in accordance with a recommendation of the Telecommunications Authority of Trinidad and Tobago ('the Authority'), awarded a Concession to [], whose registered office is at [] (hereinafter called "the Concessionaire") for the operation of the telecommunications networks and/or provision of the telecommunications and/or broadcasting services described therein (hereinafter called "the said Concession") subject to the terms, conditions, stipulations and provisions of the said Concession.

AND WHEREAS the Concessionaire has agreed and undertaken to do certain things regarding network rollout, range of services to be offered, quality of service standards, pricing and service provisioning schemes, and any other commitments as submitted to the Authority in its application for the said Concession; all of which are more particularly set out in Schedule D to the said Concession (hereinafter, the "Commitments and Undertakings") and repeated as Milestones in the Annex hereto.

AND WHEREAS pursuant to the terms of the said Concession, the Concessionaire agreed to obtain a surety to be bound unto the Authority for the due performance by the Concessionaire of the Commitments and Undertakings.

KNOW ALL MEN BY THESE PRESENTS THAT WE the Concessionaire, and [] whose registered office is at [] ("the Surety") are irrevocably and unconditionally bound to the Authority in the total sum of [] ("the Bonded Sums") and with the Milestones set out in the Annex for payment of which sum the Concessionaire and the Surety bind themselves their successors and assigns jointly and severally in accordance with the provisions of this Bond.

AND KNOW THAT THE TERMS AND CONDITIONS of this Bond are as follows:-

1. Where applicable, words and expressions used in this Bond shall have the meaning assigned to them in the Concession.
2. In the event of default by the Concessionaire in respect of the Deadlines for Compliance with the Milestones set out in the Annex, the Surety shall upon demand made by the Authority in writing and without proof or conditions satisfy and discharge the Bonded Sums provided that the aggregate liability of the Surety under this Bond in respect of any Milestone shall not exceed the Bonded Sum in respect of that Milestone set out in the Annex.
3. The liability of the Surety under this Bond shall not be affected or discharged in any way by (and the Surety hereby waives any requirement to give notice in respect of):
 - (a) any suspension of, variation to, or amendment of the Concession (including without limitation extensions of time for performance) or any concession or waiver by the Authority in respect of the Concessionaire's obligations under the Concession. Without prejudice to the foregoing and purely on a "for information basis", the Surety will be notified of any such suspension, variation, amendment, concession or waiver and if necessary and if so requested by the Surety, the Authority will amend the Annex accordingly;
 - (b) the cancellation or revocation of the Concession as a result of default by the Concessionaire under the Concession;
 - (c) any forbearance or waiver of any right or remedy the Authority or the Republic of Trinidad and Tobago may have against the Concessionaire;
 - (d) any act or omission of the Concessionaire pursuant to any other arrangement with the Authority or with the Surety;
 - (e) subject to clause 4 and 5 below, the issue of any certificate of completion by the Authority in respect of the Milestones set out in the Annex.
4. The liability of the Surety under this Bond shall reduce on each occasion on which:
 - (a) the Surety pays any part of the Bonded Sums to the Authority; or,

- (b) the Authority issues its certificate of completion in respect of each Milestone (as set out in the Annex);

the amount of such reduction being equal to the amount paid or the Bonded Sum set opposite such Milestone in the Annex, and the Surety shall be discharged from all further liability under this Bond upon such liability being reduced to zero or the issue of the certificate of completion by the Authority of the ultimate Milestones set out in the Annex.

5. The liability of the Surety under this Bond shall cease upon:

- (a) the payment by the Surety of all the Bonded Sums in full to the Authority;
and/or
- (b) the issue by the Authority of any certificate of completion;

in respect of all Milestones set out in the Annex.

6. The Authority shall be entitled to assign the benefit of this Bond to any Government or Statutory body at any time without the consent of the Surety or the Concessionaire being required. Without prejudice to the foregoing and purely on a “for information basis”, the Surety will be notified by the Authority after any such assignment from time to time.

7. This Bond shall expire, at any time that the liability of the Surety has ceased in accordance with Clause 5, or on the date 120 days after the Deadline for Compliance of the last Milestone by which date any claim hereunder must be received by the Surety in writing, whichever is later.

8. All documents arising out of or in connection with this Bond shall be served:

- (a) upon the Authority, #5 Eighth Avenue Extension, Off Twelfth Street, Barataria, Trinidad and Tobago, marked for the attention of the Corporate Secretary;
- (b) upon the Surety, at [], Trinidad and Tobago.

9. The Authority and the Surety may change their respective nominated addresses for service of documents to another address in Trinidad and Tobago but only by prior written notice to each other. All demands and notices must be in writing.
10. This Bond shall be governed by and construed according to the laws of the Republic of Trinidad and Tobago and the Surety agrees to submit to the exclusive jurisdiction of the courts of Trinidad and Tobago.

IN WITNESS whereof this Bond has been executed as a deed by the Concessionaire and the Surety on the date first above written.

THE COMMON SEAL of [Surety] was affixed hereto in the presence of:

Director

Director/Secretary

THE COMMON SEAL of [Concessionaire] was affixed hereto in the presence of:

Director

Director/Secretary

