

Telecommunication

Individual Licence

Granted by the

Public Utilities Commission

To

BELIZE TELECOMMUNICATIONS LIMITED
(BTL)

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Part I: Terms of the License

1. The Public Utilities Commission (the “PUC”), in exercise of the powers conferred on it by Section 15 of the Belize Telecommunications Act, 2002 (the “Act”) hereby grants to **Belize Telecommunications Limited (BTL)** (the “Licensee”) an Individual Licence, subject to the Conditions set out in Part III below (the “Conditions”), to provide the Telecommunication Services within the Licensed Area as defined in the Act.
2. The Licence is subject to modification or amendment in accordance with its terms or in accordance with the Act.
3. This Licence shall enter into force on December 30, 2002 (the “Commencement Date”) and unless revoked in accordance with the provisions of Condition 27 shall continue in force for a period of Fifteen Years, expiring on December 29, 2017, (the “Renewal Date”) and thereafter for consecutive periods of five years (each an “Extension”) unless either the PUC or the Licensee serves upon the other not less than one year’s written notice (indicating an intention to terminate the Licence) expiring upon as appropriate the Renewal Date or the last day of any Extension.
4. The Licensed Area is defined as the territory of Belize.
5. The PUC hereby authorizes the Licensee to do and perform all acts and things as may be reasonably required and are not prohibited by the Public Utilities Commission Act, the Belize Telecommunication Act, any Regulations, Orders, or Directives made thereunder by the PUC, or any other Law for the proper performance of its functions, the fulfillment of its obligations, and the exercise of its rights under this License.

Dr. Gilbert H. Canton
Chairman - Public Utilities Commission

Date: December 23, 2002

Part II. DEFINITIONS AND INTERPRETATION

1. In these Conditions, unless the context otherwise requires, the expressions shall have the following meanings:

“Act”	The Belize Telecommunications Act 2002
“Agent”	Any person authorized by the Licensee to resell any Communication Equipment and/or Services provided or proposed to be provided by the Licensee under the Licence.
“Associate”	A subsidiary of, or another body corporate controlled by, the Licensee and carrying on business in Belize.
“Business”	Comprise the revenues, costs and assets of all the licensed telecommunications undertakings and “ Business ” means any one of them.
“Carrier Services”	Telecommunications services provided by means of a public or privately owned telecommunications network comprising radio, cable or satellite based sub-systems or any combination of these media used for carriage and termination of domestic and International traffic and providing domestic and international point-to-point and switched/unswitched point-to-multipoint Telecommunications.
“Charges”	The charges paid by a Customer, Operator or Value-Added Service Provider to the Licensee for its Services or by the Licensee to an Operator for the Operator’s services, including in any of the circumstances, but not limited to Tariffs, Installation Charges, Access Charges.
“Commission or PUC”	The Public Utilities Commission as defined in the Public Utilities Commission Act, 1999.
“Communications Equipment”	Any Equipment or apparatus for the purpose of or intended to be used for Communications as part of or comprising a Communications Systems.
“Commencement Date”	December 30, 2002
“Connect”	To install, maintain and use any telecommunications line or other Equipment used for telecommunications so that

	<p>Messages, which are conveyed by one Operator, are also conveyed by another Operator; or sent by means of one item of Equipment are conveyed or received by means of another item of Equipment.</p>
<p>“Customer”, “User”, or “End-user”</p>	<p>A Person, (including but not limited to an Operator, Reseller or Value-Added Service Provider) who has entered into a contract with an Operator for the provision of Telecommunication Services on the Operator’s terms and conditions approved in accordance with relevant Conditions of the Operator’s Licence.</p>
<p>“Emergency Organization”</p>	<p>In respect of any locality, the relevant Government Department such as the Belize Police Force, NEMO, hospital and ambulance services, and the Fire Service.</p>
<p>“Exchange Line”</p>	<p>Telecommunications Equipment comprised in the Licensee’s Systems and installed for the purpose of connecting a telephone exchange run by the Licensee to a Network Termination Point comprised in Network Termination and Testing apparatus installed by the Licensee on premises within the licensed area for the purpose of providing Voice telephony services at the premises, at which the Network Termination and Testing apparatus is located.</p>
<p>“Financial Year”</p>	<p>Licensee’s financial year.</p>
<p>“Foreign Telecommunications Operator(s)”</p>	<p>Telecommunications Operator(s) licensed to provide Telecommunications Services outside Belize.</p>
<p>“Force Majeure”</p>	<p>Any circumstances including but not limited to war, acts of warfare, hostilities, invasions, incursion by armed forces, acts of a hostile army, nation or enemy, riot, civil commotion, insurrection, flood, fire, storm, lightning, and other acts of God.</p>
<p>“Interconnection”</p>	<p>As defined in the Act.</p>
<p>“Interconnection Fees”</p>	<p>Fees payable under any Interconnection Agreement.</p>
<p>“Interconnection Guidelines”</p>	<p>Any Guidelines issued by the PUC establishing requirements for Interconnection between Operators.</p>
<p>“Interested Parties”</p>	<p>Those Persons (if any), other than the Licensee, with whom, in any particular case, the PUC considers it appropriate to consult.</p>

“International Connection Service”	A Telecommunication Service used for the conveyance of any Message outside the Licensed Area.
“Licence”	A licence granted or having effect as if granted under Section 15(1) of the Act.
“Licensed Area”	Belize
“Licensee”	A Person licensed to provide Telecommunications Services.
“Message”	As defined in the Act.
“Network”	As defined in the Act.
“Operator”	A provider of a Telecommunication Service duly licensed by the PUC.
“Person”	Any individual, firm, corporation, partnership, trust, limited liability company, joint venture, government entity or other entity.
“Private Circuit”	A circuit which is: <ul style="list-style-type: none"> (a) Provided by means of a Communication Systems comprised in the Licensee’s network; and (b) Made available to a particular Person or particular Persons for the conveyance of Messages between fixed points within that Systems to which Messages are conveyed.
“Radio Regulations”	The publication of the International Telecommunications Union (ITU) that delineates radio frequencies into bands and stipulates the services applicable to each frequency band and the conditions of bringing into use of such frequencies.
“Regulations”	The regulations enacted by the PUC under the Act.
“Reseller”	A Licensee who obtain a Service at a discount or wholesale price and resells that service to his own customers at a profit.
“Rural Area”	A geographical area without a telephone exchange or with a telephone exchange that has less than 500 Exchange Lines.
“Services”, or	

“Telecommunications Services”	As defined in the Act.
“Systems(s)”	As the context so admits, Licensee’s or any other Operator’s telecommunication equipment or both or any number of them.
“Tariffs”	As defined in the Public Utilities Commission Act, 1999.
“Telecommunications”	As defined in the Act.
“The Act”	The Belize Telecommunications Act, 2002 or any succeeding legislation thereto.
“Universal Access Fund”	The fund that may be established by the PUC in accordance with Section 34 of the Act.
“Value Added Service Provider”	An Operator that is licensed by the PUC to provide Value Added Services as defined in the Act.

2. In this Licence, any word or expression shall, unless the context otherwise requires, have the meaning assigned to them in this Licence, the Belize Telecommunications Act, or the Public Utilities Commission Act and any Regulations made thereunder.
3. For the purposes of interpreting the Conditions of this Licence, headings and titles to any Condition shall be disregarded.
4. Any reference to the PUC, in any of the Conditions, however expressed, notifying the Licensee about any matter, consulting the Licensee about any matter, affording the Licensee an opportunity to make representation, taking representations made by the Licensee into account, or explaining, or giving reasons for, any matter to the Licensee, shall be without prejudice to any obligation of due process or similar obligation which the PUC is or may be under by virtue of any rule or principle of law or otherwise.
5. This Licence and the legal relations between the Licensee and the PUC and any claim instituted by the Licensee or the PUC with respect to matters arising under or in connection with or in respect of this Licence shall be governed by and construed in accordance with the Laws of Belize.
6. This Licence contains the entire set of terms and conditions applicable to this Licence and supersedes all other prior agreements, understandings, covenants and conditions, both written and oral, between the PUC and the Licensee.

7. If any provision in or obligation under this Licence is considered invalid, illegal or unenforceable by a Court of competent jurisdiction, such judicial decision must, as regards such invalidity, be strictly interpreted and shall not affect or impair the validity, legality or unenforceability of any other provision in or obligation under this Licence.

Part III: GENERAL CONDITIONS

Condition 1

Compliance with the Act and Regulations

- 1.1 The Licensee shall comply with the provisions of the Belize Telecommunications Act, the Public Utilities Commission Act and any Regulations, Orders, or Directives made thereunder.
- 1.2 Upon a determination by the PUC under Section 42(3) of the Act that the Licensee is a Dominant Operator, the Licensee shall comply with the relevant provisions of the Act and any Regulations, Orders, or Directives made thereunder.
- 1.3 Neither the Licensee nor its officers, directors, employees, agents, or counsel shall in any response to the PUC or any inquiry or in any application, pleading, report or any other written statement submitted to the PUC, make any misrepresentation or wilful material omission bearing on any matter within the jurisdiction of the PUC.
- 1.4 Unless otherwise provided in this Licence, any notifications, service of process, petitions, claims and other communications requested or permitted pursuant to this Licence shall be made in writing and delivered to the Licensee at its registered address and to the PUC at its offices.

Condition 2**Provision of Universal Service**

- 2.1 The Licensee shall provide to every Person who requests the provision of such services at any place within the Licensee's Service Area, including rural areas:
- (a) Two-way voice telephony services; and
 - (b) Other Telecommunication Services as determined by the PUC consistent with Universal Access Obligations;
- except where the PUC has made a determination that the services set out in 2.1(a) and 2.1(b) shall be implemented and financed under the Universal Access Fund and as such this obligation is removed from the Licensee. The Licensee shall ensure that its Systems are installed, kept installed and run for those purposes.
- 2.2 The Licensee shall comply with the provisions in the Act and any Regulations, Orders, or directives made thereunder by the PUC relating to Universal Service Obligations and the Licensee shall pay promptly any fees or other levies assessed by the PUC and payable to the Universal Access Fund.
- 2.3 The Licensee shall file with the PUC and update on a quarterly basis:
- (i) the number and location of Community Telephones and Public Payphones currently installed;
 - (ii) the procedures in place for the operation and management of these Community Telephones and Public Payphones.
- 2.4 The PUC, after review and consultation with the Licensee, may cause amendments to the procedures described in Condition 2.3.
- 2.5 The Licensee cannot terminate services provided to a Community by a Public and Community Telephone without prior approval from the PUC.

Condition 3**Directory Information**

- 3.1 The Licensee shall make available to the general public:
- (a) A directory information service and
 - (b) Directories
- 3.2 The directory Information and Directories referred to in paragraph 3.1 shall contain directory Information on all subscribers including Customers provided with telephone services by any other licensed Operator. Each Customer has the right to verify and correct if necessary the directory information relating to the Customer or request exclusion from the directory information service or directory if so desired.
- 3.3 The directories referred to in this Condition may be produced by the Licensee or by another Person, and shall be in a form approved by the PUC. The directory Information must be continuously updated and the directories periodically updated at least on an annual basis. The Licensee may make commercial arrangements with the other Licensees to co-operate in the provision of a unified printed directory and to utilize a unified directory database containing information on all Customers.
- 3.4 The Licensee shall provide and update, on a regular basis, raw directory information about its Customers to other Licensees for which the Licensee will be able to impose a charge to fairly compensate it for providing that information. Where the Licensee is unable to agree with another Licensee on what amounts to a fair compensation for the provision of, or the reasonable mode of exchange and transmission format of, raw directory information, the matter at issue may be referred by either Licensee to the Commission for a determination.
- 3.5 The Licensee must:
- (a) ensure that those Customers to whom the Licensee provides voice telephony services are able to obtain directory information about Persons to whom voice telephony services are being provided by another telecommunications Operator.
 - (b) provide the telecommunications Operator of that other Systems with directory information about Persons to whom the Licensee provides voice telephony services in a form which is sufficient to meet any reasonable request of that Operator, having regard to what is reasonable for the

Licensee to provide and to what is not to the commercial disadvantage of the Licensee.

- 3.6 The Licensee should supply one directory, free of charge, per telephone instrument to its Customers.
- 3.7 Each Customer with a telephone number is entitled to one entry in the directory in regular text that delineates his name, address and telephone number.

Condition 4**International Services**

- 4.1 The Licensee shall take all reasonable steps to provide to any Person to whom it provides Telecommunication Services, and who so requests, international connection services to the extent necessary to satisfy all reasonable demands for such services by such a Person.
- 4.2 In adherence to Condition 4.1, the Licensee should provide Operator assisted international access at the minimum.
- 4.3 The Licensee shall not enter into any agreement or arrangement with any Person operating an Authorized Foreign Systems on terms or conditions that preclude or restrict the access by any other authorized telecommunications Operator to those same International Connection or access services being provided by the Person with whom such an arrangement or agreement is being made.
- 4.4 Where the PUC determines that the Licensee has excluded or restricted another telecommunication Operator from the provision of International Connection or Access Services or arrangements related thereto, the PUC may, after considering representations from the Licensee and the other telecommunication Operator, give such directives as may be necessary to ensure that such international connection or access services are not so precluded or restricted.
- 4.5 In this Condition, “**Authorised Foreign Systems**” means any Systems that is owned and operated outside Belize by a Foreign Telecommunications Operator and which provides International Connection Services into and/or out of Belize.
- 4.6 The Licensee shall notify the PUC and submit, in accordance with the Act, copies of all international correspondent Agreements with Foreign Telecommunications Operators that are necessary for the provision of international telecommunications service.
- 4.7 The Licensee shall in entering into such agreements with Foreign Telecommunications Operators ensure compliance with all applicable international treaties and bilateral agreements now or hereafter binding upon Belize.
- 4.8 Where the PUC considers that any, or any variation of an Accounting Rate Agreement would be or is liable to prejudice the interests of providers and users of International Conveyance Services in Belize, the PUC may, after consulting the Licensee, make a direction to the Licensee not to enter into or vary the

Accounting Rate Agreement, as the case may be, and the Licensee shall comply with such direction.

- 4.9. In condition 4.8 “**Accounting Rate Agreement**” means any agreement or arrangement, with any entity operating a telecommunication Systems authorized in any country or territory outside Belize, establishing or relating to compensation for the conveyance of international telecommunication traffic.

Condition 5**Public Emergency Call Services**

- 5.1 The Licensee shall provide a Public Emergency Call Service by means of which any member of the public may at any time, and without incurring any charge, at any place in the licensed area communicate as swiftly as practicable with any of the Emergency Organizations for the purpose of notifying them of an emergency.
- 5.2 The Licensee shall ensure that such emergency calls have priority access over all other routine calls in the Network.
- 5.3 For the purposes of this Condition “**Emergency Organizations**” means in respect of any locality within the Licensed Area:
- (i) the relevant public police, fire, ambulance services for that locality; and
 - (ii) any other similar organization providing assistance to the public in emergencies in respect of which the Licensee is providing a Public Emergency Call service on the Commencement Date;
 - (iii) any other organization determined by the Government of Belize after the Commencement Date.
- 5.4 The Licensee shall, for the purpose of facilitating the provision of services by Emergency Organizations in circumstances where telephone numbers cannot be dialled direct, provide Operator-assisted voice telephony
- 5.5 The Licensee may enter into an agreement with the relevant agencies for the provision of distress, urgency and safety services for shipping in accordance with the Radio Regulations of the International Telecommunications Union to the extent that such agencies pay the costs of such services, such costs to be agreed upon by the Licensee, the agency and the PUC.

Condition 6**Special Arrangements for Emergencies and Disasters**

- 6.1 The Licensee shall, after consultation with the National Emergency Management Organization “NEMO”, other relevant Government departments, and the PUC develop, maintain, and update on a regular basis plans or other arrangements (Disaster Recovery Plan) for the provision of Telecommunications Services as may be possible during an emergency and the rapid restoration of such services after a disaster.
- 6.2 Nothing in this Condition precludes the Licensee from recovering the costs which it incurs in implementing the Disaster Recovery Plan.

Condition 7**Priority Fault Repair Service**

- 7.1 Without prejudice to any other obligation under these Conditions the Licensee shall, when notified of any fault or failure of any part of its Network which causes any interruption, suspension or restriction of the Telecommunication Services provided by means of that Network, provide to any Person described in Condition 7.2, a priority Fault Repair Service with a view to restoring those services as swiftly as practicable and with priority so far as is reasonably practicable over Fault Repair Services provided by the Licensee to other Persons.
- 7.2 The Persons to whom Condition 7.1 applies must have a bona fide need for urgent repair and pay or have made arrangements to pay the Licensee's charges approved by the PUC for the Priority Fault Repair Service and be either those:
- (a) Persons who are engaged in the provision of emergency services as defined in Condition 5; or
 - (b) Telecommunication Service providers whose Network or Systems are interconnected with the Licensee's or depend on the Licensee's Network or Systems for the provision of Value Added Services; or
 - (c) Persons whose names and other particulars are notified to the Licensee by the PUC.
- 7.3 The Licensee shall notify any Person whose application for Priority Fault Repair Service is refused of the Person's right to refer the application to the PUC for consideration for issue of a notice under section 7.2(c).
- 7.4. In this Condition "**Fault Repair Service**" means a service consisting in such repair, maintenance, adjustment or replacement of any of part of the Licensee's Systems or Network as is necessary to restore and maintain the Telecommunication Service being provided to the Person.

Condition 8**Public Payphone Services**

- 8.1 The Licensee shall provide and operate Public Payphone services at such locations within the licensed service area as to meet the reasonable needs of users or as determined by the PUC.
- 8.2 The Licensee shall ensure that the following services are available at all Public Payphones:
- (a) access to voice telephony and directory information services;
 - (b) access to emergency calling services without the requirement for payment;
 - (c) access to toll free services; and
 - (d) outgoing collect-calls
- 8.3 All Public Payphones supplied by the Licensee shall display a notice specifying:
- (a) the minimum charge for connection, call charge information and permissible methods of payment;
 - (b) the location of the Public Payphone;
 - (c) a statement that emergency calls can be made without charge;
 - (d) a statement whether or not incoming calls can be received;
 - (e) contact information in the event of service complaints; and
 - (f) the individual identification number of telephone
- 8.4 The Licensee shall be responsible for the installation, repair and maintenance of the Public Payphones provided by it.
- 8.5 The Licensee must obtain the approval of the PUC to remove a public payphone, specifying the reasons why it considers that the continued provision of payphone services is no longer practicable.

- 8.6 In this Condition "**Public Payphones**" means a telephone available to the general public for the use of which the means of payment are coins, credit/debit cards and prepaid cards or a combination thereof.

Condition 9**Agents**

- 9.1 The Licensee's rights under this Licence may be exercised partially through duly authorized Agents, it being understood that the Licensee shall have the discretion to determine and implement the appropriate means of marketing and distribution of its services inclusive of the appointment and termination thereof of its Agents.
- 9.2 The Licensee shall, subject to the following terms and conditions, be responsible for the acts and omissions of its Agents:
- (a) the liability of the Licensee for any acts or omissions of any of its Agents in relation to the exercise of such rights shall be limited to acts or omissions which constitute contraventions of the Conditions of this Licence;
 - (b) the Licensee shall stipulate adequate provisions in its contracts with its Agents to ensure that the exercise by an Agent of any of the rights of the Licensee does not contravene any of the Conditions of this Licence;
 - (c) should the Licensee's Agent commit any act or omission in contravention of a Condition of this Licence, the Licensee shall upon becoming aware thereof, immediately notify the PUC of the breach and the remedy proposed to correct the situation, and act as expeditiously as is reasonably possible to remedy such contravention and the Licensee shall be afforded reasonable time for such purposes; and
 - (d) The PUC shall upon becoming aware of any contravention of Licence Conditions by the Licensee's Agents or any complaints lodged with the PUC in relation thereto forthwith in writing notify the Licensee accordingly.

Condition 10**Tariff Determination and Publication**

- 10.1 Where the Licensee is providing a Telecommunication Service or class of Telecommunication Service in a dominant position or the PUC detects anti-competitive practices or acts of unfair competition, the rate of any fee or tariff to be levied by the Licensee will be determined in accordance with the Regulations promulgated by the PUC.
- 10.2 Rates for Telecommunications Services, except those regulated under Condition 10.1, shall be determined by the principles of supply and demand in the market.
- 10.3 The Licensee shall file its Tariffs and any required documentation in respect of such filings in the manner prescribed by the PUC in Regulations.
- 10.4 The Licensee shall, unless the PUC agrees otherwise in writing publish in the manner and at the times specified in Condition 10.5 a notice specifying the basis for determining, the Tariffs, charges, and other material terms and conditions, approved by the PUC, upon which it offers to make available each of its licensed Telecommunication Services.
- 10.5 Publication of the notice shall be effected by:
- (a) sending a copy thereof to the PUC not less than 21 days before any new or amended approved tariff, charge, material term or condition or the method of determining the same is to become effective.
 - (b) not less than 14 days before any approved amendment to any Tariff, charge, material term or condition or the method of determining the same is to become effective:
 - (i) placing a copy thereof in a publicly accessible part of the principal office of the Licensee in Belize in such manner and in such place that it is readily available for inspection free of charge by members of the general public during normal business hours.
 - (ii) publishing a summary of the notice in 2 newspaper published and circulated in Belize.
- sending a copy of the notice or such part or parts thereof as are appropriate to any Person who may request such a copy.
- 10.6 Where the PUC determines that by reason of the complexity of any such tariffs, charges, terms or conditions, simplified explanatory statements are required or

expedient for the understanding of Customers, the PUC may direct the Licensee to draw up such explanatory statements and thereafter publish them.

Condition 11**Prohibition of Undue Preference and Undue Discrimination**

- 11.1 Subject to paragraph 11.3, the Licensee shall not, whether in respect of charges or other terms or conditions applied or otherwise, show undue preference to or exercise undue discrimination against any Person in respect of the provision by means of any of its Systems of any Telecommunication Service in accordance with an obligation imposed by the Act, any Regulations made thereunder, or under this Licence.
- 11.2 Any question relating to whether any act done or course of conduct pursued by the Licensee amounts to such unreasonable preference or such unreasonable discrimination shall be determined by the PUC after representations have been made to the PUC by the Licensee.
- 11.3 This Condition does not apply to situations where the Licence or the Act expressly allows discrimination on the part of the Licensee.

Condition 12**Prohibition of Cross-Subsidies and Anti-Competitive Conduct**

- 12.1 The Licensee shall ensure that his business under this Licence is not unfairly cross-subsidized from any other source, where the cross subsidy is used to undermine competition.
- 12.2 The Licensee shall not engage in any conduct which has the purpose and/or effect of preventing or substantially limiting, restricting or distorting competition in the operation of the service or in any market for the provision or acquisition of telecommunication installation, service or Equipment.
- 12.3 The conduct referred to in Condition 12.2 includes but is not, limited to:
- (a) collusive agreements to fix the price of any Equipment or service;
 - (b) boycotting the supply of goods or services to competitors;
 - (c) entering into exclusive arrangements which prevent competitors from having access to supplies or outlets;
 - (d) agreements between other Operators to share the available market between them along geographic or Customer lines unless specific arrangements are sanctioned by the PUC as being in the public interest.

Condition 13**Prohibition of Linked Sales**

13.1 Except where the PUC agrees otherwise, the Licensee shall not make it a condition of:

- (a) providing any Telecommunication Service;
- (b) supplying any Communication Equipment;

that any Person should acquire from the Licensee or from any other Person specified or described by it:

- i) any Telecommunication Service other than the Telecommunication Service requested save where that Service cannot be provided without the provision of that other Telecommunication Service; or
- ii) any Communication Equipment not incorporated in the Systems supplied save where the Telecommunication Service requested cannot otherwise be provided or the Communication Equipment cannot otherwise be used.

13.2 Notwithstanding Conditions 13.1 the Licensee may, where it supplies as part of the same transaction or interconnected series of transactions two or more items of Communications Equipment, offer quantity discounts or more favourable terms and conditions in respect of quantity in relation to such Equipment which it so supplies whether those items or Equipment are of the same or different descriptions.

Condition 14**Prohibition of Certain Exclusive Dealing Arrangements**

- 14.1 Subject to paragraph 14.3, the Licensee shall not make the acquisition from any Person or the installation or servicing of any Communication Equipment by any Person conditional upon agreement from that Person to:
- (a) supply to the Licensee, or to supply or not to supply to any other Person, Equipment of a different description;
 - (b) provide to the Licensee, or to provide or not to provide to any other Person, any Telecommunication Service of a different description; or
 - (c) transfer to the Licensee or to any other Person any interest in Industrial or Intellectual Property with a view to either restricting the freedom of the supplier of the Equipment or the provider of the service to exploit his Industrial or Intellectual Property or to confer on the Licensee or some other Person an unfair competitive advantage.
- 14.2 The Licensee or any of its wholly owned subsidiaries shall not make the acquisition of Communication Equipment conditional upon the agreement of the supplier not to supply to any other Person Equipment of the same description.
- 14.3 Notwithstanding Condition 14.1 or any direction under Condition 14.2, the Licensee shall be free:
- (a) to agree with any Person to supply Communication Equipment of any description which is distinguishable by its external appearance, or by any marking or similar attribute, from other Equipment of the same description, and which is or is intended to be thereby associated with the Licensee or to a wholly owned Subsidiary;
 - (b) to require that other Communication Equipment should be supplied or another Telecommunication Service should be provided with or in connection with any Equipment or Service being acquired where the supply of such Equipment or the provision of such Service is required to cause the full use of the Equipment being acquired or the Service being provided;
 - (c) to require any Person who supplies Communication Equipment or who provides Telecommunication Services to enter into an agreement of the kind referred to in Conditions 14.1 or 14.2 where the Licensee makes available research, design or development work or where the Licensee agrees to finance such work on terms that an agreement will be entered into.

Condition 15**Codes of Practice**

- 15.1 The Licensee shall not later than six months from the Commencement date submit to the PUC for its approval a code of practice (Customer Code) that includes:
- (a) standard contract terms and conditions for its existing and new Customers;
 - (b) guidance to their Customers and employees in respect of disputes or complaints relating to the provision of service by them and the time frame for handling complaints through this procedure;
 - (c) further recourse available to a Customer who is dissatisfied with the Licensee's complaints handling procedure;
 - (d) advice to such Customers on charging, billing and enquiries in relation thereof;
 - (e) description of the services offered;
 - (f) advice and procedures on the proper use of the service by such Customers;
 - (g) advice and conditions for connection of Equipment;
 - (h) specific details of any compensation / refund scheme(s) offered;
 - (i) procedures adopted by the Licensee to check the accuracy of a Customer's telephone account;
 - (j) procedures adopted by the Licensee to assist Customers in emergency situations; and
 - (k) quality of service standards relating to the Licensee's services.
- 15.2 The Licensee shall not later than six months from the Commencement Date submit to the PUC for its approval a code of practice (Disconnection Code) which shall:
- (a) give guidance to Customers who have difficulty in paying their bills;

- (b) describe the procedure adopted by the Licensee which the Licensee will follow before it disconnects a Telecommunication Service to any premises
 - (c) contain such other information as the Licensee in consultation with the PUC considers appropriate.
- 15.3 The Licensee shall not later than six months from the Commencement Date submit to the PUC for its approval a code of practice (Customer Confidentiality Code) which shall
 - (a) specify the Persons to whom the Licensee may not disclose information which has been acquired in the course of the Licensee's business about a Customer of the Licensee or a Customer of a Reseller without the prior consent of that Customer; and
 - (b) regulate the information about any such Customer or the Customer's business, which may be disclosed without the Customer's consent.
- 15.4 The Licensee must keep and maintain for a reasonable time to be agreed to by the PUC all information on the complaints made to the Licensee by its Customers and provide such information to the PUC on a quarterly basis or upon specific request.
- 15.5 The Licensee is required to update the Codes of Practice on a regular basis in consultation with the PUC. Any updates will require the approval of the PUC before implementation.

Condition 16**Provision of Information and Compliance with a Uniform Systems of Accounts**

- 16.1 The Licensee shall furnish to the PUC, in such manner and at such times as it may reasonably require, such documents, accounts, estimates, returns, or other information as the PUC may require for the purpose of exercising the functions assigned to the PUC by the Public Utilities Commission Act, The Belize Telecommunications Act, any Regulations, Orders, and Directives made thereunder and any other law.
- 16.2 The Licensee shall maintain its financial books and accounts, and shall provide information thereon to the PUC, in accordance with any applicable Regulations, including but not limited to those requiring the Licensee to adopt a uniform Systems of accounts.
- 16.3 The Licensee shall establish accounting and reporting arrangements sufficient to enable the Licensee's finances in relation to separate services to be assessed and reported separately from each other to ensure clarity, accuracy and easy retrieval of information with respect to the separate services. The Licensee shall comply with the practices, principles and requirements set out in any Accounting Separation Guidelines established by the Commission.

Condition 17**Transfer of Licence and Approval of Joint Ventures**

- 17.1 The Licensee shall not transfer, sell or assign in any manner the rights, interests or obligations under this Licence to another party without the prior, express and written consent of the PUC.
- 17.2 For the avoidance of doubt, this Licence is Personal to the Licensee and shall not, without the prior express written consent of the PUC, be operated by any third party organization or Person whomsoever, including but not limited to the Licensee's Subsidiaries and Associates.
- 17.3 The Licensee shall obtain the approval of the PUC for any agreement or arrangement with any Person for the purpose of establishing a partnership or a joint venture for the purpose of providing Telecommunication Services or the supply of Communication Equipment which requires a Telecommunication Licence.

Condition 18

Pre-notification of Changes in Shareholding.

- 18.1 The Licensee shall notify the PUC of any change in the proportion of its shares held cumulatively by any shareholder (either held directly or through a nominee, associate or trustee) or the acquisition of any of its shares by a Person not already holding any such shares and the proportion of any such shares held by that Person immediately after that acquisition if by reason of that change or acquisition, the total number of shares in the Licensee held by that Person:
- (a) exceeds 15% of the total number of shares in the Licensee (where it did not exceed 15% prior to that change or acquisition); and
 - (b) thereafter, any change which amounts to increments of 5% or more of the number of shares in the Licensee.
- 18.2 The Licensee shall notify the PUC not later than 15 days after the taking effect of any of the following:
- (a) any arrangement for obtaining a listing of any shares in the Licensee on an International Stock Exchange if such listing shall have the effect of vesting greater than 50% (fifty per cent) of the issued voting share capital of the Licensee in a manufacturer or supplier of Communications Equipment; and
 - (b) any arrangement for dealings in any shares in the Licensee on an unlisted market in Belize where such a transaction would result in the Person purchasing such shares having in excess of 5% of the total number of shares in the Licensee.
- 18.3 This Condition applies to all shares in the Licensee, the holder of which for the time being is entitled to vote on any matter at a general meeting of the Licensee.
- 18.4 Not later than three months following the end of the Licensee's fiscal year, the Licensee shall deliver to the PUC a report on the current shareholding of the Licensee within the preceding fiscal year.

Condition 19**Interconnection and Access**

- 19.1 The Licensee shall interconnect its Telecommunications Network, and ensure interoperability, with another Operator's Network in accordance with the principles of neutrality, non-discrimination and equality of access pursuant to terms and conditions (technical and commercial) negotiated in good faith between them and pursuant to any Regulations promulgated by the PUC in respect to Interconnection, access, co-location and facility sharing.
- 19.2 The Licensee will not be required to enter into an Interconnection agreement with another Operator if the PUC determines that:
- (a) such an agreement is prohibited by law;
 - (b) the Licence issued to the other Operator does not authorize the services for which Interconnection is requested;
 - (c) the requested Interconnection is rendered impossible as a result of technical limitations or standards;
 - (d) such Interconnection would endanger life or safety or result in injury or harm to the Licensee's property or hinder the quality of the Services provided by the Licensee.
- 19.3 All Interconnection agreements between the Licensee and any other Operator shall be in writing and shall comply with:
- (a) the Belize Telecommunications Act, any Regulations;
 - (b) any Interconnection Guidelines laid down by the PUC; and
 - (c) the principles of neutrality, transparency, non-discrimination, fair competition, universal coverage, access to information, equality of access, equal terms and conditions, and reasonable commercial terms and conditions.
- 19.4 The Licensee shall obtain approval from the PUC for any agreements entered into pursuant to Condition 19.1 before such agreement can become effective. The PUC reserves the right to require the Licensee and the interconnecting party to revise the agreement if such agreement is inconsistent with Conditions 19.2 and 19.3.

Condition 20**Value Added Service Providers and Resellers**

- 20.1 The Licensee shall provide to a Value Added Service Provider or Resellers any description of service which the Licensee offers to its own Customers on terms that are reasonable and which would enable the Value Added Service Provider or Reseller to provide such services to its own Customers.
- 20.2 The Licensee will not be required to enter into an agreement with a Value Added Service Provider or Reseller for the provision of any service if the PUC determines:
- (a) such an agreement is prohibited by law;
 - (b) the Licence issued to the Value Added Service Provider or Reseller does not authorise the Services for which connection is requested;
 - (c) the requested connection is rendered impossible as a result of technical limitations or will have an adverse impact upon the quality of the Services provided by the Licensee;
 - (d) such connection would endanger life or safety or result in injury or harm to the Licensee's property or hinder the quality of the services provided by the Licensee.
- 20.3 If a Value Added Service Provider or Reseller complains to the PUC and the PUC determines that any charge, term or condition proposed by the Licensee is unreasonable then the PUC may require the Licensee to modify the proposed charge, term, or condition in such a way as to make it reasonable.
- 20.4 Before making a determination under Condition 20.3, the PUC shall notify the Licensee and the Value Added Service Provider or Reseller of the grounds of the application and its conclusions thereon and the modifications it proposes to make or require the Licensee to make, and shall afford both parties adequate time, being not less than 28 days from the delivery date of such notification, in which to make representations.
- 20.5 The Licensee will not be held responsible for the acts of any Value Added Service Providers or Resellers.

Condition 21**Connection of other Systems and Equipment**

21.1 Subject to the further provisions of this Licence, the Licensee shall:

- (a) connect and keep connected, at a network termination point on any Customer premises, its Network or Systems to any item of Communication Equipment which is approved for the time being for such connection at the written request of the Customer where such connection is or is to be made by means requiring the use of a tool;
- (b) not discontinue such connection of any such Equipment, Network or Systems lawfully made; and
- (c) permit any Person to connect, or to keep connected at a network termination point any such Equipment or other such Systems, where such connection is or is to be made by means that do not require the use of a tool.

21.2 Communication Equipment shall not be regarded as approved for the purposes of Condition 21.1 unless that Equipment has been so approved by the PUC having been satisfied that connection of the Equipment to the Systems would not be liable:

- (a) to cause death of, or personal injury to, or damage to the property of the Licensee or any Person engaged in the running of that Systems or Network; or
- (b) materially to impair the quality of any Telecommunication Service provided by means of the Licensee's Network or Systems or any Systems connected to it (other than the Systems being connected).

21.3 No Communication Equipment or Systems is required under Condition 21.1 to be, or permitted to be, kept connected to any of the Licensee's Network or Systems if that Equipment, or any Equipment comprised in that Network or Systems, as the case may be:

- (a) conformed to the relevant standard or standards at the time when the connection to the Licensee's Systems was made but no longer does so and does not conform to the relevant standard for the time being approved by the PUC; or

- (b) while continuing to conform to the relevant standard is in the opinion of the Licensee liable to cause the death of, or Personal injury to, or damage to the property of, the Licensee, or any Person engaged in the running of any of the Systems or materially to impair the quality of any Telecommunication Service provided by means of the Licensee's Network or Systems and the PUC has not expressed a contrary opinion.
- 21.4 Subject to Condition 21.5, this Condition shall not apply in the case of a Person who has not met or has breached the conditions in the Agreement between the parties for connection of his Equipment.
- 21.5 For the avoidance of doubt, the Licensee shall at all times obtain the prior written approval of the PUC before it disconnects, or discontinues Interconnection services howsoever and in any circumstance, to any Operator's Systems that is interconnected with the Licensee's Systems during the term of this Licence.
- 21.6 The Licensee may impose a reasonable fee for the Interconnection of Communications Equipment to its Network or Systems in accordance with paragraph 21.1.
- 21.7 Where any payment, due to the Licensee from a Customer under an Interconnection agreement remains unpaid for 60 days after the due date and such non-payment is not the subject of a bona fide dispute, the Licensee shall seek approval from the PUC to discontinue Interconnection service to that Customer.

Condition 22**Equal Access**

- 22.1 This Condition applies in respect of any long distance Public Telecommunications Operator with whom the Licensee has entered into an Interconnection agreement.
- 22.2 The PUC may, subject to the provisions of Condition 21.3, make a direction pursuant to any Regulations promulgated by the PUC in respect to Interconnection, access, co-location and facility sharing following the request of an Operator, that the Licensee shall make Equal Access available in respect of that Operator.
- 22.3 (a) In this Condition “**Equal Access**” means a facility provided to an Operator whereby it can arrange with a Customer of the Licensee that, following a request by that Customer to the Licensee, the Customer may choose over which public telecommunications Systems, being a Systems run by a Long Distance Public Telecommunications Operator, to route National and International calls made by means of an exchange line provided to him by the Licensee. The choice shall be exercisable in either of the following ways, at the option of the Customer:
- (i) by pre-selection, that is to say that the Customer may, by registering a preference with the Licensee, name a particular such Operator for the conveyance of all such calls. The Licensee may offer to provide a facility to override the preference in the case of any particular call; or
 - (ii) on a call-by-call basis, that is to say that the Customer must, for each call, exercise his choice by dialling a short initial code designated for the particular such Operator (or the Licensee) chosen by the Customer for the call in question. The respective initial codes for the Licensee and the Operators shall be of equal length.
- (b) The Licensee shall not require the Customer to acquire any special Equipment or to pay any fee as a prerequisite to his being able to obtain the equal access facility. For the avoidance of doubt the Licensee may impose a charge if a Customer who has registered a preference changes that preference in any way.

Condition 23**Payment of Fees**

- 23.1 In consideration for granting the Licensee the right to construct, establish, maintain and operate Telecommunication Service, the Licensee shall pay to the PUC fees as prescribed in the Telecommunications (License Classification, Authorization, and Fee Structure) Regulations, 2002.

Condition 24**Requirement to Furnish Information to the PUC**

- 24.1 The Licensee shall permit the PUC to inspect and if required to make copies of records, documents and accounts relating to the Licensee's business for the purpose of enabling the PUC to perform its functions under the Act and any Regulation made thereunder.
- 24.2 Without prejudice to any other provision in this Licence to the provision of information, the Licensee shall furnish to the PUC, in such manner and at such times as the PUC may request from time to time, such documents, accounts, estimates, returns or other information and procure and furnish to it such reports as it may reasonably require:
- (a) for the purpose of verifying that the Licensee is complying with the Conditions of this Licence; or
 - (b) for record, data-gathering and/or statistical purposes; or
 - (c) to assist the PUC to perform any duty or function assigned to it by or under the Act.
- 24.3 In making any such request the PUC shall ensure that no undue burden is imposed on the Licensee in procuring and furnishing such information and, in particular, that the Licensee is not required to procure or furnish a report which would not normally be available to it unless the PUC considers the particular information or report is essential to enable the PUC to exercise of its functions.
- 24.4 In this Condition, "**documents**" includes, *inter alia*, drawings, designs, plans or specifications.

Condition 25**Amendment of the Licence**

- 25.1 Subject to Conditions 25.2 and 25.3, the PUC may amend this Licence or issue new Conditions from time to time where objectively justifiable if the PUC determines that such amendment or condition is necessary to achieve the objectives of the Act or any relevant Regulations, or is in the public interest, taking into consideration the reasonable interest and contractual rights of the Licensee.
- 25.2 Before modifying or amending this Licence, the PUC shall give the Licensee written notice of its intention to do so together with a draft copy of the intended amendment, and the Licensee may make submissions to the PUC within the time period specified by the PUC but not less than 30 (thirty) days from the date of the written notice.
- 25.3 After expiry of the notice specified in Condition 25.2, the PUC shall take into consideration any submission made by the Licensee and the principles of fair competition and equality of treatment, amongst others.
- 25.4 Any amendment to this Licence shall be made in accordance with the Act and any regulations or procedures prescribed by the PUC.

Condition 26**Health and Safety of Employees and Environmental Matters**

- 26.1 It shall be the duty of the Licensee to consult with appropriate representatives of its employees for the purpose of establishing and maintaining an appropriate machinery or forum for the joint consideration of matters of mutual concerns in respect of the health and safety of persons employed by the Licensee.
- 26.2 In the exercise of its duties, the Licensee shall have regard to the desirability of preserving natural beauty, of conserving flora, fauna, and geological or physiographical features of special interest and of protecting sites, buildings and objects of architectural, historic or archaeological interest.

Condition 27**Revocation**

- 27.1 Notwithstanding any contrary provisions of this Licence, the PUC may at any time revoke this Licence by Three Months notice in writing given to the Licensee at its registered office where the Licensee is in breach of any of the Conditions attached to this Licence and the respective breach has not been rectified within 30 days after the PUC had notified the Licensee of the breach.
- 27.2 Notwithstanding any contrary provisions of this Licence, the PUC may at any time revoke this Licence by Three months notice in writing given to the Licensee at its registered office in any of the following circumstances:
- (a) If the Licensee agrees in writing with the PUC that this Licence be revoked;
 - (b) If the Licensee ceases to carry on its Business for which this Licence is granted;
 - (c) If any amount payable under Condition 23 is unpaid 30 days after it has become due and remains unpaid for a period of 14 days after the PUC has given the Licensee notice in writing that the payment is overdue;
 - (d) If the Licensee fails to ensure that its Equipment complies with International Standards, or is otherwise approved by the PUC, and such Equipment has a material and ongoing adverse impact upon the provision of service by the Licensee or other interconnected Operators;
 - (e) if the Licensee
 - (i) is unable to pay its debts;
 - (ii) enters into receivership or liquidation;
 - (iii) takes any action for its voluntary winding-up or dissolution or such action is taken by any other Person or enters into any scheme of arrangement (other than in any such case for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the PUC) or if any order is made for its compulsory winding-up or dissolution.

- (f) If the Licensee is in material non-compliance with the Network Rollout Implementation or Growth Plan as set out in this Licence and amended with the approval of the PUC from time to time;
- (g) If the Licensee fails to comply with an Order or Direction of the PUC in exercise of a power to make such an Order or Direction under the Act and such Order or Direction is not subject to proceedings for review and appeal.

27.3 For the purposes of 27.2 (e)(i) above, the Licensee shall be deemed unable to pay its debts as they fall due:

- (a) if a creditor, by assignment or otherwise, to whom the Licensee is indebted in a sum exceeding the Relevant Figure (as defined in paragraph 3 below) then due has served on the Licensee a demand under his hand requiring the Licensee to pay the sum so due and the Licensee has for three weeks thereafter neglected to pay the sum or to secure or compound for it to the reasonable satisfaction of the creditor; or
- (b) if execution or other process issued on a judgement, decree or order of any court in favor of a creditor of the Licensee is returned unsatisfied in whole or in part; or
- (c) if it is proved to the satisfaction of the court that the Licensee is unable to pay its debts, and, in determining whether a Licensee is unable to pay its debts, the court shall take into account the contingent and prospective liabilities of the Licensee.

27.4 For the purposes of paragraph 2 above the Relevant Figure shall be BZ\$1,000,000 or such higher figure as the Commission may determine, and the said paragraph 2 shall not apply if the demand therein referred to is being contested in good faith by the Licensee with recourse to all appropriate measures and procedures, whether legal or otherwise, or if the demand is satisfied prior to the expiry of the notice from the Licensee.

27.5 The Licence Fees paid in respect of a revoked Licence pursuant to any of the provisions of this Condition 27 shall not be refunded in part or whole upon such revocation.

Condition 28**Exceptions and Limitations on Obligations**

- 28.1 Unless the context otherwise requires the Licensee's obligations under these Conditions shall have effect subject to the following exceptions and limitations:
- (a) the Licensee is not obliged to do anything that the PUC shall determine not to be practicable after due representation has been made thereon to the PUC by the Licensee.
 - (b) the Licensee shall not be held to have failed to comply with an obligation imposed upon it by or under these Conditions if and to the extent that the Licensee is prevented from complying with that obligation by any physical, topographical or other natural obstacle, the malfunction or failure of any Communications Equipment owing to Force Majeure.
 - (c) in the event that any of these circumstances causes damage to the Licensee's Network or Systems, the Licensee shall be obligated to restore the Network or Systems pursuant to a timetable and work plan to be established by the Licensee and approved by the PUC, and subject to adequate changes in the provisions of this Licence agreed upon by them.

Condition 29**Scope of Operation**

- 29.1 This Licence shall be for the provision and operation of Telecommunication Services as defined in the Act and includes but is not limited to Wireless and Fixed Terrestrial Networks comprising Radio, Cable or Satellite or a combination of any of these Systems deployed for the purpose of providing point to point or point to multipoint communications for the conveyance of voice, data and video.
- 29.2 This Licence shall be for the provision of Carrier Services for the conveyance of voice, data, images or any other kind of message for reception within Belize or any other overseas country which entails the provision of telecommunications services by means of a telecommunications network comprising Radio, Cable or Satellite based sub-systems or a combination of these media deployed for the purpose of carriage and termination of domestic and International traffic and providing fixed domestic and International point to point and switched/unswitched point to multipoint Telecommunications Services.
- 29.3 This Licence permits the Licensee to provide Public Payphone services as provided under Condition 8.
- 29.4 The Licensee shall install, maintain Communications Equipment and provide such Value Added Services as are ancillary to the provision of the above mention Services.
- 29.5 The Licensee is expressly forbidden from rendering any other Telecommunications Service:
- (a) which is not expressly included within the scope of this Licence, or
 - (b) for which permission has not been granted by the PUC.

Condition 30**Connection Authorization and Service Authorization**

- 30.1 Nothing in this Licence removes any need to obtain any other Licence that may be required under the Act or any other enactment.
- 30.2 Subject to the limitation in Condition 30.1 above, this Licence authorizes the connection to the Licensee's Systems of:
- (a) any Satellite Equipment, **provided** that:
 - (i) the relevant requirements, if any, for consultation and compliance with specified operating parameters under relevant International agreements and conventions have been and continue to be satisfied; and
 - (ii) the relevant Rules and Standards, if any, issued under the relevant International agreements and conventions have been satisfied and continue to be satisfied;
 - (b) any private leased circuit, offshore private circuit or International Private leased circuit;
 - (c) any telecommunication Network or Systems, the Licence for which authorizes it to provide switched telephony services;
 - (d) any telecommunication Network or Systems in Belize, the Licence for which authorizes it to be connected to the Licensee's Network or Systems.
- 30.3 Subject to the limitations in Condition 30.1 above, this Licence authorizes the provision by means of the Licensee's Network or Systems of any of the following:
- (a) Telecommunication Service consisting in the transmission of Messages to or the reception of Messages from any Equipment.
 - (b) the transmission and reception of Messages that have been or are to be conveyed by means of a Public Switched Telecommunication Systems.
 - (c) the provision of transmission capacity to other Licensed Operators.
 - (d) the provision of leased circuit to other Licensed Operators.

Condition 31**Network Roll Out or Growth Plan**

- 31.1 The Licensee shall file a Network Roll Out or Growth Plan for approval by the PUC no later than 30 days of the start of a new fiscal year. In developing this Network Roll Out or Growth Plan, the Licensee will take into account the following:
- (a) the Licensee's reasonable commercial objectives;
 - (b) the projections of the economy;
 - (c) any competition and other market forces;
 - (d) and any objectives set by the PUC.
- 31.2 The Licensee shall submit to the PUC not later than 60 days after the end of the fiscal year a report on the implementation of the Network Roll Out or Growth Plan.

Condition 32**Authorizations, Permits and Licences**

- 32.1 The Licensee shall be obligated to obtain all authorizations, permits and licences which are necessary under the Act and the Laws and Regulations in Belize for the provision of telecommunications services in accordance with this Licence.

Condition 33**Approval of Equipment**

- 33.1 The Licensee shall ensure that its Network Equipment is type approved by the PUC and shall obtain any necessary compliance certificates or licences in accordance with the respective Regulations.
- 33.2 The Licensee shall further ensure that it complies with the provisions of Condition 33.1 in respect of all new Network Equipment procured by it after the Commencement Date of this Licence.

Condition 34**Frequency Assignments**

- 34.1 Frequencies used by the Licensee shall conform to the general allocation of frequencies in the ITU Regulations and assignments by the PUC.
- 34.2 The Telecommunication Service operated by the Licensee shall be operated only on such radio frequencies and frequency bands which have been assigned or may be assigned by the PUC to the Licensee.
- 34.3 The PUC may assign or may refuse to assign further frequencies or direct the Licensee by notice in writing to cease to provide the Service on any frequency to which the Licensee lays claim howsoever or which was previously assigned to the Licensee, if in the opinion of the PUC
- (a) it is in accordance with national frequency allocation policies, as may be specified by the PUC from time to time, to so direct; or
 - (b) the Licensee is not making efficient use of that frequency.
- 34.4 The PUC may also, by notice in writing to the Licensee, direct the Licensee upon such date as may be specified in the notice to cease to operate using any frequency that was previously assigned to the Licensee or to which the Licensee lays claims howsoever, and to use such new frequency as the PUC may designate.

Condition 35**Quality and Grade of Service**

- 35.1 The Licensee shall ensure that the traffic capacity provided in its Network or Systems shall be dimensioned to guarantee a satisfactory quality and grade-of-service. The PUC and the Licensee shall agree from time to time on the quality and the grade-of-service threshold that shall be met or exceeded by the Licensee. The Licensee shall provide such information on performance standards or comply with such directives by the PUC in line with this provision.
- 35.2 The Licensee shall publish the results of agreed measurements of actual performance against the agreed target performance, as are agreed with the PUC from time to time.
- 35.3 The Licensee shall not reduce or cease to provide any Telecommunication Service unless in the circumstances specified in this Licence or with the express prior written approval of the PUC.
- 35.4 The Licensee shall install Equipment and devices that meet applicable international standards or recommendations for measuring the quality of the Licensed services within 12 months from the Commencement Date of this Licence.
- 35.5 The Licensee shall permit the PUC to inspect the Licensee's Equipment and devices for measuring service quality, to inspect the Licensee's files, records and other data relating to the measuring of service quality and to request the Licensee to submit such reports, statistics and other data and to conduct such measurements as the PUC deems necessary in order to determine compliance with the Act, the Regulations and this Licence.
- 35.6 Subject to Condition 35.4, if the PUC has reason to believe that measuring Equipment, devices or methods do not meet the standards, the PUC shall instruct the Licensee to install the Equipment and devices within a period agreed to by the PUC and the Licensee. If the Licensee fails to install the Equipment and the devices within the period specified above, the Licensee shall be subject to a fine to be determined by the PUC, having regard to all the circumstances of the case.

Condition 36**Disruption or Suspension of Service**

- 36.1 Subject to Conditions 36.2 and 36.3 below, the Licensee shall not intentionally interrupt or terminate operation of its Telecommunication Network or Systems or any portion thereof in the normal course of business, nor may it in the normal course of business reduce or suspend the provision of any Service without having notified in advance the PUC in writing and having provided reasonable advance notice to the affected Customers.
- 36.2 The requirements of Condition 36.1 above shall not apply if the interruption, termination, reduction or suspension is due to an emergency or to Force Majeure under Condition 6 of this Licence or to other circumstances which are adjudged by the PUC to be beyond the Licensee's control, based on written representation thereon made by the Licensee to the PUC.
- 36.3 The Licensee shall give reasonable notice to the affected public of scheduled routine maintenance on the Network, which results in disruption of service exceeding 60 minutes. The Licensee shall endeavour to perform all routine maintenance on the Network during periods where the impact of any such downtime would affect the least number of customers.

Condition 37**Technical Specifications**

- 37.1 The Network or Systems installed, maintained and operated by the Licensee shall throughout the term of the Licence conform to such applicable technical specifications and international standards as existing at the time. The Licensee shall introduce measures and at all times use its resources to ensure that Equipment in its Network or Systems, including the terminal equipment operated by the Licensee, shall comply with any applicable international standards.
- 37.2 The Licensee shall comply with any additional technical standards as approved or specified by the PUC and shall not alter any of these specifications except with the prior written approval of the PUC.

Condition 38**Maintenance and Safety of Equipment**

- 38.1 The Licensee shall from time to time inspect its Communication Equipment which is not inside a building and which is on or above the surface of the ground with a view to ensuring that it will not cause harm to other Persons or property; and the Licensee shall notify the PUC of its arrangements for ensuring compliance with this Condition.
- 38.2 In addition to carrying out inspections of its own Equipment on or above the surface of the ground the Licensee shall take such steps as are appropriate in the circumstances to investigate any report of any of its Equipment (wherever situated) being in a dangerous state and to remove any danger. The PUC may upon such investigations determine in consultation with the Licensee the extent of the danger and agree on any action necessary to remove such danger.

Condition 39**Alterations to the Licensee's Systems**

39.1 The Licensee shall:

- (a) from time to time inform the PUC and provide it with such additional information as it may reasonably require about any proposals for changes to the Licensee's Network or Systems or to any Equipment comprised therein or to any stored commands or protocol; and
- (b) inform the PUC of any proposals for changes to the means of access to a Service provided by the Licensee, which Service was previously capable of being accessed by means of such relevant Standard or by any other means, not less than three months before the coming into effect of such proposals;

39.2 The Licensee shall only be required to comply with paragraph 39.1 if in either case the PUC has not already been informed of the changes under this Condition and the Licensee can reasonably anticipate from the fact know to it would or might when made have the effect of requiring any Person:

- (i) running any Network which is or is to be connected to the Licensee's Network;
- (ii) connecting Communication Equipment to the Licensee's Network; or
- (iii) producing or supplying Communication Equipment or Systems for connection to the Licensee's Network without becoming comprised in them;

to materially modify, or, as the case may be, to replace or cease to produce or supply, any item of Communication Equipment connected or to be connected to any of the Licensee's Systems or where the change is of a kind described in 39.1(b), to cease to provide or obtain any service by means of the Licensee's Systems or Network.

39.3 The Licensee shall prepare and publish in consultation with the PUC a statement of its procedures for consulting and giving advance notice to, those Persons likely to be affected by such changes as described above.

39.4 For the purposes of changes of a kind described above, any telecommunication Systems, and any Equipment comprised in a telecommunication Systems, which is not connected to the Licensee's Network shall be treated as being so connected if it is connected to or

comprised in a telecommunication Network which is so connected or treated as so connected.

39.5 In this Condition:

“**to modify**” in relation to any other Equipment or Systems means to make any alteration to that Equipment or Systems which may be necessary to ensure that any Message which has been or is to be conveyed by means of any of the Licensee’s Systems connected or to be connected to that other Equipment or Systems is capable of being properly conveyed by that other Equipment or Systems or by the Licensee’s Systems as the case may be;

“**Other Equipment**” or means any telecommunication Equipment or telecommunication Systems together with any protocol, message format or stored command in such Equipment or Systems connected or to be connected to but not comprised in any of the Licensee’s Systems.

Condition 40**Metering and Billing**

- 40.1 The Licensee shall retain for a minimum period of two years, Billing and Metering Records that prove actual representation of service provided and billed.
- 40.2 The Licensee shall ensure compliance of its metering arrangements with any metering regulations prescribed by the PUC.
- 40.3 The Licensee shall ensure compliance of its billing arrangements with any billing regulations as prescribed by the PUC.

Condition 41**Special Arrangements for the Disabled**

41.1 During the continuance of the term of this Licence, the Licensee shall endeavor to ensure that there are available for supply in such a way as to meet all reasonable demands for Communication Equipment of the following descriptions:

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

This Condition shall be deemed to have been satisfied if the Licensee endeavor to ensure that there is available for supply either one type of Equipment that meets both descriptions or two types of Equipment each of which meets one description.

41.2 During the continuance of the term of this Licence but no later than one year from the Commencement Date of this Licence, the Licensee shall take all reasonable steps to commence installation, and keep installed the equipment in condition 41.1 in those Public Payphones where there is a demonstrated need and where it is practical to do so.

41.3 The Licensee shall consult from time to time with the PUC and with relevant advisory bodies to ensure that the future needs of the disabled are taken into account and on arrangements for providing these facilities for public use.

41.4 The Licensee shall inform the PUC from time to time about the arrangements made, or to be made, by the Licensee for:

- (a) the supply of, and provision of maintenance services for Communication Equipment designed or adapted to meet the reasonable demands of the disabled;
- (b) the connection to the Licensee's Systems of Communication Equipment referred to in paragraph (a) above; and
- (c) the Licensee's participation in any advisory group established to address the needs of Persons who are disabled.

Condition 42**Numbering Arrangements**

- 42.1 The PUC shall be responsible for administering, amending, revising and coordinating the National Numbering Plan in accordance with the requirements of international laws and recommendations from the International Telecommunications Union and other international entities and in accordance with the principles of free and fair competition.
- 42.2 The Licensee shall comply with any Regulations, Orders, and Directives made by the PUC in respect to the National Numbering Plan.
- 42.3 The Licensee shall be responsible for all cost associated with implementing the Numbering Plan and any changes as prescribed by the PUC from time to time.
- 42.4 The Licensee shall install, maintain and adjust its Systems so that it routes Messages and otherwise operate in accordance with the National Numbering Plan, including any requirement relating to Number Portability as set out in Condition 43.
- 42.5 The Licensee shall provide to the PUC, on request, such information about its operation under its Numbering Plan as the PUC may require to administer the National Numbering Plan and in particular on:
- (i) the percentages of numbers in significant ranges which have already been allocated to end-users or which for other reasons are unavailable for further allocation;
 - (ii) any allocation of blocks of number to any Person for purposes other than end use;
 - (iii) numbers whose use has been transferred at an end-user's request to another Operator; and
 - (iv) the Licensee's current forecasts of all of the above matters.

Condition 43**Number Portability**

- 43.1 The Licensee shall provide Number Portability within a given fixed line exchange Public Switched Telecommunications Service on reasonable terms to any of its Customers who notify the Licensee in writing that they require Number Portability.
- 43.2 Pursuant to a request for Number Portability made to it by another Operator, the Licensee shall provide Number Portability in relation to that request on reasonable terms.
- 43.3 Where a request for Number Portability referred to in Condition 43.2 has been made, the Licensee or the other Operator requesting Portability may refer it in writing to the PUC for its determination on any question as to the reasonableness of the request for the provision of Number Portability taking into account the technical and operational characteristics of the Licensee's Systems and, if relevant, those of the Systems of the Operator requesting Number Portability;
- 43.4 Before making any determination under Condition 43.3, the PUC shall consult with the Licensee and the other Operator and with interested parties and take into account any representations made by them.
- 43.5 The Licensee shall provide to the PUC a record of each number in relation to which it is providing Number Portability, specifying the relevant Operator in each case.

Condition 44**Access to and Use of Public Properties**

- 44.1 Before undertaking any telecommunications works on public property, the Licensee must obtain the requisite approvals and permissions from the relevant authorities.
- 44.2 For the avoidance of doubt, the Licensee shall be bound by existing Laws administered and enforced by the relevant authorities.