



***LICENCE ISSUED UNDER SECTION 24 OF THE INFORMATION AND  
COMMUNICATION TECHNOLOGIES ACT 2001 (AS AMENDED)***

**Licence No. C.05/2003/01**

The Information and Communication Technologies Authority, in exercise of the powers conferred upon it by Section 24 of the Information and Communication Technologies Act 2001 (as amended) and of all other powers exercisable by this Authority for that purpose, hereby grants a

**PUBLIC MOBILE RADIO TRUNKING SYSTEM LICENCE – C.05  
LICENCE** [as per the Information and Communication Technologies (Amendment of  
Schedule) Regulations 2003]

to

**LES RELAIS COMPANY LTD**

**(Registrar of Companies file no. 3621)**

having its registered office at *c/o Knights & Johns Management, Suite 330 Barkley Wharf, Caudan Waterfront, Port Louis* to establish and operate a Public Mobile Radio Trunking System (PMRTS) and offer mobile radio trunking service(s) to the public, subject to the terms and conditions set out in the Licence.

**Effective Date: 23 November 2000**

**Validity Period: 15 years (from Effective Date)**

Issued by the Information and Communication Technologies Authority on the **28<sup>th</sup>** day of **November** in the year **2003** in two originals.

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For Director of Engineering/Licensing  
Information and Communication Technologies Authority

# **INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY**

## **LICENCE**

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## 1. Definitions; Interpretation

1.1 The following terms shall have the meanings set forth below:

- (a) “Act” means the Information and Communication Technologies Act 2001 as amended;
- (b) “Authority” means the Information and Communication Technologies Authority established under section 4 of the Act;
- (c) “Base Station” means a land station in the mobile service not intended to be used while in motion;
- (d) “EIRP” stands for Effective Isotropic Radiated Power;
- (e) “Effective Date” means 23<sup>rd</sup> November 2000;
- (f) “Licence” means this Licence and includes the Terms and conditions and any Annex thereto;
- (g) “Licensee” means the person/body/company described in the Licence as the person/body/company to whom the Licence is granted;
- (h) “Mobile Station” means a radio station in the mobile service intended to be used while in motion or during halts at unspecified points;
- (i) “PMRTS” stands for Public Mobile Radio Trunking System;
- (j) “Radio Apparatus” means any radio equipment used in the PMRTS to send, process or receive communications;
- (k) “Regulation” means any regulation made under the Act and includes regulation made under any other law in the Republic of Mauritius;
- (l) “Repeater Station” means a station used to extend geographical range or coverage ability incorporating both receive and transmit functions, which may or may not feature frequency translation;

(m) “Services” means the Services which the Licensee is authorised to provide pursuant to clause 2 of the Schedule of this Licence;

(n) “Subscriber” means any individual person or corporate entity contracting with the Licensee for access to the network and Services.

1.2 For the purpose of interpreting this Licence, the Interpretation and General Clauses Act shall apply as if this Licence were an Act of Parliament. Headings and titles shall be disregarded.

Any term(s) defined or contained in this Licence shall be interpreted in a manner not inconsistent with the Act.

1.3 Where this Licence provides for any power of the Authority to give any direction or make any decision, it implies, unless the contrary intention appears below and except for the power to revoke set forth in clause 9 below, a power, exercisable in the same manner and subject to the same conditions or limitations, to revoke, amend or give or make again any such direction or decision.

## **2. Scope and Term**

2.1 This Licence authorises the Licensee to establish and operate, on a non-exclusive basis, a Public Mobile Radio Trunking System and to supply Public Mobile Radio Trunking services to the public throughout the entire territory of the Republic of Mauritius.

(a) The Licensee is authorised to provide a two-way trunk radio communication service for use by the public either at a fixed location or whilst in motion between places.

(b) The Licensee shall not directly or indirectly connect or interconnect its PMRTS with any other Public Switched Telecommunication Network or Public Land Mobile Network or any other Access/Carrier Network.

(c) The Private Mobile Radio repeater stations authorised by this Licence are set out in Annex C, which is expressly incorporated herein by reference and which shall be amended from time to time to reflect changes in the Licensee’s Public Mobile Radio

Trunking System Network approved by the Authority for frequency management and co-ordination purposes.

- 2.2 The Licensee shall not offer any services not authorised under this Licence.
- 2.3 This Licence shall be deemed to have come into force on the Effective Date and, unless earlier revoked or terminated pursuant to clause 9 below, shall remain in effect for a period of fifteen (15) years.

The Authority shall renew the Licence for a period not to exceed ten (10) years on such terms and conditions as may be decided by the Authority if, at least one (1) year prior to the date on which the Licence is to expire, the Licensee submits a written request for its renewal and has complied with the terms of this Licence, the Act and any Regulation. The said Licence may be issued/renewed on such term(s) and conditions as the Authority may determine.

- 2.4 The Licensee shall supply the Services for which it is licensed, by using appropriate technology(ies).
- 2.5 The Licensee shall not cause any alteration, addition or modification to be made to its approved network, without the prior express authorisation of the Authority.

### **3. Fees**

- 3.1 The Licensee shall pay such Licence fees to the Authority as may be prescribed from time to time. As at the Effective Date, and subject to paragraph 3.2, the annual licence fees payable are set as follows: -

<i>Type</i>	<i>Licence Description</i>	<i>Annual Fees (Rs)</i>
C.05	PMRTS	20,000/-
SPL.1	Network Spectrum Licence (operating in the frequency band below 1GHz )	10,000/- per 100 kHz per occupied channel bandwidth
SPL.13	Radio-Relay Link Licence (operating in the frequency band below 1GHz with bandwidth equal to or more than 50 kHz but less than 100 kHz)	15,000/-

3.2 The annual Licence fee shall be payable not later than 15 days before the anniversary date of the Licence. In default, he shall in addition to the amount due, pay a surcharge of 10% or such other percentage as may be prescribed from time to time, under the Act or any regulation made thereunder.

3.3 Where the annual fee remains unpaid for a period of ninety (90) days from the date the fee is due, the Authority may revoke the Licence in accordance with the Act or any regulation made thereunder or in accordance with the terms of this Licence.

#### **4. Provision of Services to Subscribers**

4.1 Nothing done under or in virtue of this Licence, whether by the Licensee or its agents or proxy or any of its Subscribers, shall render the Authority liable in any manner whatsoever.

4.2 Subject to clause 4.4 below, the Licensee shall not discontinue the provision of Service without providing advance notice of 15 days to affected Subscribers. In the event of a temporary discontinuation or interruption of service, the Licensee shall restore service as promptly as possible.

4.3 The Licensee may discontinue the provision of Service to any Subscriber:

(a) if the Subscriber fails to pay any amount then due and owing, or fails to comply with the terms and conditions, contractual or otherwise, pursuant to which the service is provided; or

(b) if it is reasonably believed, that the Service is being, or is intended to be, used for a purpose that contravenes the Act or any Regulation or any other law or any regulation made under any such law or the terms of this Licence or any other applicable licence or authorisation;

(c) to prevent any fraud;

(d) where it is directed to do so by the Authority.

4.4 The Licensee shall not materially modify the technical and other parameters of any Service if such modification will detrimentally affect the ability of Subscribers to use the service, without

the prior authorisation of the Authority, and without providing reasonable advance notice to the Subscribers.

## **5. Telecommunication Facilities**

- 5.1 The Licensee shall ensure that all Radio Apparatus and facilities which it uses for the provision of Services meet such standards as may be prescribed from time to time by the Authority.
- 5.2 The Licensee shall ensure that no facilities, which it uses for the provision of Services, interfere with facilities that are part of, or attached to, any telecommunication networks.
- 5.3 The Licensee shall ensure that the equipment it uses for the provision of its Service(s) has been duly type-approved by the Authority.
- 5.4 The Licensee shall co-operate with the Authority in preventing the use, and connection to its Public Mobile Radio Trunking System, of unapproved Radio Apparatus.

## **6. Frequency Authorisation**

- 6.1 The Licensee shall obtain the necessary clearance from the Authority for the use of frequency(ies) for the provision of its service(s) and shall be liable to payment of all related charges and fees.
- 6.2 The Licensee shall at no time use or encroach upon any frequency not assigned to it by the Authority and shall not cause any interference to any service on any frequency bands.

## **7. Confidentiality**

Subject to the Act or any Regulation or any other relevant law or regulation made under such law, the Licensee shall institute effective procedures, and shall use its best efforts, to guarantee the inviolability and confidentiality of communications. The Licensee shall institute procedures to maintain the confidentiality of business secrets and personal data concerning persons, which the Licensee acquires during the course of its business, and shall provide to the Authority

information regarding its procedures with respect to maintaining the confidentiality of such information on request.

## **8. Liability**

The Authority shall in no case be liable in respect of any claim or damage arising out of any act done or omission on the part of the Licensee.

## **9. Revocation; Termination**

9.1 The Authority may, in accordance with the Act and any governing Regulation, revoke this Licence if the Licensee has failed to comply with the provisions of the Act or any regulation under the Act or any of the terms of this Licence.

9.2 Before revoking this Licence pursuant to clause 9.1 above, the Authority shall provide the Licensee with at least fourteen (14) days' written notice of its intention to do so, specifying the grounds for the proposed revocation. The Licensee shall be given the opportunity to show cause why the Licence should not be revoked and shall have the right of representation and be afforded the right to present evidence disputing the grounds for the proposed revocation as identified by the Authority.

9.3 This Licence shall terminate:

- (a) upon expiry of the term set out in clause 2.2 above; or
- (b) upon the dissolution or bankruptcy or winding up of the Licensee;
- (c) on the effective date of a new licence or authorisation replacing this Licence; or
- (d) on the revocation of this Licence pursuant to clause 9.1 above.

9.4 The expiry or termination of this Licence for any of the reasons set out at clause 9.3 shall not preclude the Authority from recovering any fees, charges, penalties, or other dues, arising under this Licence prior to such termination or revocation.

**10. Modification of the Licence**

The Authority reserves the right to modify this Licence as may be required for the safeguard of public interest or national security.

**11. Compliance with the Act, Directions and Decisions**

The Licensee shall comply with all directions issued and decisions made by the Authority under the Act, forthwith or within such delay as may be specified by the Authority, without prejudice to the Licensee's rights to seek review under the law.

**12. Excused Non-Performance**

The Licensee shall be excused from performance under this Licence only to the extent, and only for so long as, such performance is substantially hindered or prevented by war, civil disturbances, strikes, natural disasters, fire, explosion, other public emergencies, or any other occurrence beyond the reasonable control of the Licensee. The Licensee shall notify the Authority in writing of such an occurrence within seven (7) days of the commencement of such occurrence and within twenty-four (24) hours of the end of such occurrence.

**13. Assignment; Transfer; Other Changes**

This Licence shall not be assigned, transferred, mortgaged, encumbered or sold without the express approval of the Authority.

The Licensee shall not transfer, assign, mortgage, encumber, sell or otherwise dispose of twenty percent (20%) or more, any of its interests or shares, without the prior approval of the Authority.

The Licensee shall notify the Authority of any change in its registered address or address for correspondence within seven (7) days of the change of date of such change. In default, correspondence addressed at the last known address shall be deemed to have been properly and validly addressed.

#### **14. Surrender of the Licence**

- (a) The Licensee shall surrender this Licence to the Authority within two (2) weeks of its termination or any extension thereof or its revocation pursuant to clause 9 above or as may be provided by law.
  
- (b) The Licensee may surrender this Licence at any time with the express approval of the Authority and subject to the settlement of any outstanding dues.

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## ANNEX A

### SPL 1: Network Spectrum Licence (operating in the frequency band below 1 GHz)

MPT 1327 Trunking System operated by Les Relais Co Ltd

#### Channel Plan ITU-R Rec. M.478-5

Channel no.	Frequencies of operation /MHz		Bandwidth /kHz	Maximum EIRP/W	Location
	Tx	Rx			
4	167.55000	154.05000	12.5	12	BAR LE DUC
8	167.60000	154.10000	12.5	12	SIGNAL MOUNTAIN
12	167.65000	154.15000	12.5	12	PLAISANCE
25	167.81250	154.31250	12.5	12	BAR LE DUC
29	167.86250	154.36250	12.5	12	SIGNAL MOUNTAIN
33	167.91250	154.41250	12.5	12	PLAISANCE
54	168.17500	154.67500	12.5	12	PLAISANCE
67	168.33750	154.83750	12.5	12	BAR LE DUC
71	168.38750	154.88750	12.5	12	SIGNAL MOUNTAIN
75	168.43750	154.93750	12.5	12	PLAISANCE
79	168.48750	154.98750	12.5	12	GRAND BASSIN
85	168.56250	155.06250	12.5	12	SIMONET
88	168.60000	155.10000	12.5	12	BAR LE DUC
92	168.65000	155.15000	12.5	12	SIGNAL MOUNTAIN
96	168.70000	155.20000	12.5	12	PLAISANCE
100	168.75000	155.25000	12.5	12	GRAND BASSIN
106	168.82500	155.32500	12.5	12	SIMONET
109	168.86250	155.36250	12.5	12	BAR LE DUC
113	168.91250	155.41250	12.5	12	SIGNAL MOUNTAIN
117	168.96250	155.46250	12.5	12	PLAISANCE
121	169.01250	155.51250	12.5	12	GRAND BASSIN
127	169.08750	155.58750	12.5	12	SIMONET
130	169.12500	155.62500	12.5	12	BAR LE DUC
134	169.17500	155.67500	12.5	12	SIGNAL MOUNTAIN
138	169.22500	155.72500	12.5	12	PLAISANCE
142	169.27500	155.77500	12.5	12	GRAND BASSIN
148	169.35000	155.85000	12.5	12	SIMONET
151	169.38750	155.88750	12.5	12	BAR LE DUC
155	169.43750	155.93750	12.5	12	SIGNAL MOUNTAIN
1	161.31250	152.42500	12.5	12	MON LUBIN RODRIGUES
2	162.05000	152.43750	12.5	12	MON LUBIN RODRIGUES
3	162.31250	152.45000	12.5	12	MON LUBIN RODRIGUES
4	162.48750	152.46250	12.5	12	MON LUBIN RODRIGUES

## ANNEX B

**SPL12: Radio-Relay Link Licence (operating in the frequency band below 1 GHz with bandwidth equal to or more than 25 kHz but less than 50 kHz)**

Radio Relay Link Network operated by Les Relais Co Ltd

### Channel Plan ITU-R Rec. F.746-6

Stations		Channel Number	Bandwidth /kHz	Maximum EIRP/W	Frequencies of operation/MHz	
From	To					
Signal Mt	Butte aux Papayes	59	50	6.57	442.72500	447.72500
Bar Le Duc	Butte aux Papayes	51	50	6.57	442.62500	447.62500
Bar Le Duc	Mt Simonet	67	50	6.57	442.82500	447.82500
Bar Le Duc	Grand Bassin	43	50	6.57	442.52500	447.52500
Bar Le Duc	Plaisance	63	50	6.57	442.77500	447.77500