



**INFORMATION AND COMMUNICATION
TECHNOLOGIES AUTHORITY (ICTA)**

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

Licence No. C.12/2007/001

The Information and Communication Technologies Authority, in exercise of the powers conferred upon it under 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

**PAYPHONE SERVICE LICENCE – C.12 Licence [as per the Information
and Communication Technologies (Amendment of Schedule) Regulations 2003]**

to

MAURITIUS TELECOM LTD.

(Registrar of Companies file no. 6834)

having its registered office at 18th floor, Telecom Tower, Edith Cavell Street, Port Louis **to establish and operate a payphone service to be accessed by the public, subject to the terms and conditions set out in the Licence.**

Effective Date: 24 November 2006

Validity Period: 15 years (from Effective Date)

Issued by the Information and Communication Technologies Authority on the 11th day of **May** in the year **2007** in two originals.

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Executive Director

Information and Communication Technologies Authority

INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY

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INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY

PAYPHONE SERVICE LICENCE – C.12

Terms and Conditions

1. Definitions; Interpretation

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

- (a) “Access Provider” means a licensed local PSTN and/or PLMN service provider which has direct connection to the Subscribers to provide access;
- (b) “Act” means the Information and Communication Technologies Act 2001 as amended;
- (c) “Authority” means the Information and Communication Technologies Authority established under section 4 of the Act;
- (d) “Bandwidth” means the width of the frequency band in the electromagnetic spectrum which is just sufficient to ensure the transmission of information at the rate and with the quality required, under specified conditions, set out in the Licence;
- (e) “Effective Date” means – **24 November 2006**;
- (f) “Information” means data, text, images, sounds, codes, computer programmes, software, databases or the like;
- (g) “Information and communication network” means a network for the transmission of messages and includes a telecommunication network;
- (h) “Information and Communication Service” means any service involving the use of information and communication technologies including telecommunication services;
- (i) “Information and Communication Technologies” means technologies employed in collecting, generating, storing, using or sending out information and include those involving the use of computers or any telecommunication system;

- (j) “Infrastructure” means such physical logistic(s) as required to provide services allowed under the type of Licence granted;
- (k) “Interconnection” means the linking up of two information and communication networks, including telecommunication networks so that users of either network may communicate with users of, or utilise services provided by means of, the other network or any other information and communications network including telecommunication network;
- (l) “ILD” means International Long Distance;
- (m) “ILD service” means a network carriage service providing International connectivity and services, including:
 - (i) calls originating from Mauritius to another country;
 - (ii) calls terminating in Mauritius from another country;
 - (iii) transit of calls from one country to another through Mauritius; and
 - (iv) provision of International Bandwidth;
- (n) “ISP” means Internet Service Provider;
- (o) “ITSP” means Internet Telephony Service Provider;
- (p) “ITU” means the International Telecommunication Union;
- (q) “Licence” means this Licence and includes the terms and conditions and any Annex thereto;
- (r) “Licensee” means the person/body/company to whom the Licence is granted;
- (s) “Network” means a communication transmission system that provides interconnection among a number of local or remote devices;
- (t) “Network Termination Point” means a physical point on a network through which a Subscriber gets access to the network;
- (u) “Payphone” means a fixed telephone apparatus accessible to the public and connected to a licensed PSTN, which cannot be used to make a telephone call (other than a free call or a call made through an operator-assisted or automated caller identity verification system) unless the user, immediately prior to using the telephone, makes, or arranges to make, a payment for that particular individual call;

- (v) “Payphone Service” means a service offered by means of a payphone to make
 - (i) free calls; or
 - (ii) calls through an operator-assisted or automated caller identity verification system on consideration; or
 - (iii) calls to any local or international destination on consideration;
- (w) “Payphone Service Provider” means a Licensee who, by leasing an access line from a licensed PSTN and using the Licensee’s own payphone equipment, provides payphone services to the public;
- (x) “PSTN” (Public Switched [fixed] Telephone Network) means a Telecommunication Network which is used, in whole or in part, to provide Telecommunication Services, to the public, between stationary network connecting points, including the switching and transmission equipment and other infrastructure intended for interconnection to Telecommunication Networks inside the boundaries of the Republic of Mauritius;
- (y) “PST Service” (Public Switched [fixed] Telephone Service) means a Public Telecommunication Service provided by means of a PSTN, which includes:
 - (i) voice, data, fax, text, video, multi-media;
 - (ii) bandwidth within the territory of Mauritius; and
 - (iii) telecommunication infrastructures, within the territory of Mauritius.
- (z) “Regulation” means any regulation made under the Act;
- (aa) “Service Provider” means any person licensed to provide an information and communication service;
- (ab) “Services” means the services which the Licensee is authorised to provide pursuant to clause 2 of the terms and conditions to this Licence;
- (ac) “Subsidiary” means a Subsidiary as defined in sections 3 and 4 of the Companies Act 2001 (as amended);
- (ad) “Telecommunication” means a transmission, emission or reception of signs, signals, writing, images, sounds or intelligence of any nature by wire, radio, optical or other electromagnetic systems whether or not such signs, signals, writing, images, sounds or intelligence have been subjected to rearrangement,

computation or other processes by any means in the course of their transmission, emission or reception;

- (ae) “Telecommunication network” means a system, or a series of systems, operating within such boundaries as may be prescribed for the transmission or reception of messages by means of guided or unguided electromagnetic energy or both;
- (af) “Terminal Equipment” means any equipment connected to a network termination point on PSTN.

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 and except for the power to revoke set forth in clause 12 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 installation of payphones for the supply of payphone services to the public on a non-exclusive basis throughout the territory of the Republic of Mauritius.

2.2 The Licensee shall offer its service by means of a fixed telephone, accessible to the public, that is connected to the PSTN through an access line leased from the latter.

2.3 The Licensee shall not connect its payphone directly to an international carrier or to any other network, except to a duly licensed PSTN.

2.4 The Payphone Service offered by the Licensee shall permit only outgoing calls.

- 2.5 The Licensee shall enter into agreement with licensed PSTN operators, ILD operators, ISPs or ITSPs for the provision of its service, as may be appropriate.
- 2.6 The Licensee shall not offer any services not authorized under this Licence.
- 2.7 This Licence shall come into force on the Effective Date (**24 November 2006**) and, unless earlier revoked or terminated pursuant to clause 12 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 Regulations made thereunder and under any other relevant law.

3. Fees; Performance Bond

- 3.1 The Licensee shall pay such Licence fees to the Authority as may be prescribed. Such Licence fees include an initial fee of Rs 50,000/- (fifty thousand rupees) and an annual fee of Rs 50,000/- (fifty thousand rupees), subject to clauses 3.2 and 3.3.
- 3.2 Subject to clause 3.3, the annual Licence fee may be modified by the Authority in accordance with the Act and shall be payable on the date of issue of the Licence, and thereafter not later than 15 days before the anniversary date of the Licence.
- 3.3 Where an annual fee is in excess of Rs 100,000/- (one hundred thousand rupees), the Authority may authorise that the fee be paid in twelve (12) monthly equal instalments, the first instalment being payable upon issue of the Licence and each remaining instalment being payable at latest on the first day of each subsequent month.
- 3.4 Where the Licensee fails to pay the annual fee, or any instalment, as the case may be, within the time specified in clause 3.2, 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.

- 3.5 Where the annual fee remains unpaid for a period of ninety (90) days as 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 to the terms of this Licence.
- 3.6 The Licensee shall submit a valid and enforceable performance bond/bank guarantee from any registered bank in the Republic of Mauritius, for an amount of Rs. 500,000 (Five hundred thousand rupees), and for a minimum period of three years, before the signing of the Licence agreement for ensuring full compliance of Licence conditions including timely payment of Licence fee and other dues, fees and royalty for the provision of services under this present Licence.
- 3.7 The bank guarantee/performance bond submitted to the Authority, shall be renewed at least one month before expiry.
- 3.8 The Licensee shall ensure that a valid and enforceable bank guarantee/performance bond remains effective at all material times during the validity of the Licence.
- 3.9 The Licensee shall forfeit the bank guarantee/performance bond in the event that:
- (a) the Licensee has failed to comply with the terms of this Licence, or the provisions of the Act or any Regulation thereunder, or
 - (b) the Licence is revoked pursuant to clause 12 below.

4. Provision of Payphone Services

- 4.1 The Licensee shall within 18 (eighteen) months from the effective date, make the Service(s) available.

The Authority may upon good cause shown extend the said period of eighteen (18) months.

- 4.2 Nothing done under or in virtue of this Licence, whether by the Licensee or its agents or proxy or any of its users, shall render the Authority liable in any manner whatsoever, towards any party.
- 4.3 The Licensee shall not refuse to satisfy any request for Service(s), by any person who is willing to accept and comply with the Licensee's terms and conditions of service and who has not previously failed to comply with such terms and conditions of service.

4.4 The Licensee shall not discontinue the provision of payphone service, either permanently or temporarily, without the prior authorisation of the Authority.

In the event of a temporary discontinuation or interruption of service, the Licensee shall restore service as promptly as possible.

4.5 The Licensee shall display in a conspicuous position, at the place of location of every payphone :

- (i) information regarding applicable tariffs; and
- (ii) information about the cards, where applicable, which may be used for making calls from the payphone.

4.6 The Licensee shall comply with the relevant ITU Recommendation or any directive issued by the Authority so as to make its service easily accessible to all users including users with physical disabilities.

4.7 The Licensee shall provide users with appropriate instructions for operation of payphones in accordance with Recommendation ITU-T E.137 or any other governing recommendation of the ITU or any directives issued by the Authority.

4.8 The Licensee shall not materially modify the technical and other parameters of any Service if such modification will detrimentally affect the ability users to make use of the service, without the prior authorisation of the Authority, and without providing reasonable advance notice to the users.

4.9 A uniform national telephone number, free of charge, for reporting service failures or other service-related problems, from all Public Payphones, shall be provided by the Licensee.

4.10 The Licensee shall be bound by all the obligations imposed on a public operator under the Act.

5. Tariffs

5.1 The Licensee shall obtain the prior approval of the Authority regarding the tariffs for the supply of Services.

5.2 The Licensee shall make its tariffs, available for inspection at each of its business offices.

6. Telecommunication Facilities

- 6.1 The Licensee shall ensure that all facilities which it uses for the provision of Services meet such standards as may be prescribed from time to time by the Authority.
- 6.2 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 other telecommunication networks.
- 6.3 The Licensee shall comply with the National Numbering Plan, prescribed by the Authority at its own costs and within such delay as may be prescribed by the Authority.
- 6.4 The Licensee shall ensure that the payphone it uses for the provision of its Service(s) is capable of supporting:
- (i) ITU numbering and addressing format for telecommunication services; and
 - (ii) the signalling standards currently in use on the PSTN.

7. Universal Service Fund

The Licensee shall, pursuant to Section 21 of the Act, contribute to the Universal Service Fund such amount by such date as may be prescribed by the Authority.

8. Records and Reports

8.1 Without prejudice to any other provision of this Licence, the Licensee shall:

- (a) maintain records; and
- (b) furnish information,

in such manner and form and at such times as the Authority may reasonably require for the purpose of verifying the Licensee's compliance with this Licence, the Act and any Regulation, as well as for statistical purposes.

8.2 The Licensee shall permit any Officer of the Authority to inspect:

- (a) any data or records or such other material as may be necessary;

(b) any installation, apparatus or premises at any reasonable time

for the purpose of verifying whether or not the Licensee is supplying Services for which it is duly licensed to provide, in accordance with the Act and the terms and conditions of this Licence.

8.3 Except in the case of confidential data such as commercially sensitive or proprietary information or trade secrets which have clearly been marked as confidential by the Licensee, information furnished by the Licensee to the Authority may be made available to the public, at the discretion of the Authority.

The Authority may make available to the public, information that has been marked as confidential by the Licensee if, after providing the Licensee with notice and an opportunity to object, the Authority determines that such information does not constitute commercially sensitive or proprietary information or trade secrets.

9. Competitive Conduct of the Licensee

9.1 The Licensee shall not abuse any dominant position that it may have, whether directly or indirectly, in the provision of the Services, or engage in anti competitive practices:

- (a) to eliminate or substantially injure another Licensee supplying any Telecommunication Service in a market in which the Licensee supplies or offers to supply the Services;
- (b) to prevent or attempt to prevent the entry of another Licensee into a market in which the Licensee supplies or offers to supply the Services or any other related market; or
- (c) to prevent another Licensee from competing in a market in which the Licensee supplies or offers to supply the Services or any other related market.

9.2 The Licensee shall not enter into or give effect to any agreement, arrangement or understanding which has the purpose, or has, or is likely to have, the effect, of significantly lessening competition in any market for the supply of the Services.

9.3 The Licensee shall not enter into or give effect to any agreement, arrangement or understanding with another Licensee under the Act which is anti-competitive in nature.

10. Emergency Calls

- 10.1 The Licensee shall provide members of the public with access to local public emergency services through uniform national telephone numbers, free of charge, from all Public Payphones.
- 10.2 For the purposes of clause 10.1 above, local public emergency services include police, fire and public ambulance services for a given locality or any other similar service providing assistance to the public in emergencies.

11. 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.

12. Revocation; Termination

- 12.1 The Authority may, in accordance with the Act and any governing Regulation revoke this Licence if the Licensee has failed to comply with any provision of the Act or any regulation under the Act or any of the terms of this Licence.
- 12.2 Before revoking this Licence pursuant to clause 12.1 above, the Authority shall provide the Licensee with ninety (90) 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.
- 12.3 This Licence shall terminate:
- (a) upon expiry of the term set out in clause 2.7 above; or
 - (b) upon the dissolution or bankruptcy or winding up of the Licensee; or
 - (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 12.1 above

- 12.4 The expiry or termination of this Licence for any of the reasons set out at clause 12.3 shall not preclude the Authority from recovering any fees, charges, penalties, or other dues, arising under this Licence, prior to such termination or revocation.

13. Modification of Licence

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

14. 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.

15. Excused Non-Performance

The Licensee shall be excused from performance under this Licence only to the extent, and 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 non-performance within seven (7) days of the commencement of such occurrence and within twenty-four (24) hours of the end of such occurrence.

16. Assignment; Transfer; Other Changes

- 16.1 This Licence shall not be assigned, transferred, mortgaged, encumbered or sold without the express approval of the Authority.
- 16.2 The Licensee shall not transfer, assign, mortgage, encumber, sell or otherwise dispose of 20% or more, any of its interests or shares, without the prior approval of the Authority.
- 16.3 The Licensee shall notify the Authority of any change in its registered address or address for correspondence within seven (7) days of the date of such change. In default,

correspondence addressed at the last known address shall be deemed to have been properly and validly addressed.

17. Exceptional monitoring for state security reasons

17.1 The Authority reserves the right to exercise such monitoring of the Services, at all material times, as may be required for national security reasons or in the public interest.

18. Surrender of Licence

18.1 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 12 above or as may be provided by law.

18.2 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.

19. Compliance with other Legal Provisions

The Licensee shall, at all times, during the term of this Licence, including any renewals thereof, comply with all applicable laws and regulations.

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