



Information & Communication Technologies Authority (ICTA)

ICTA

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

Licence No. C.05/2022/009

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 renews a

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

to

Atcomm Broadband Services Ltd

(Registrar of Companies File No. C3866)

having its registered office at **Dr. Lucien De Chazal Lane, John Kennedy Avenue, Floreal, Curepipe** 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: 28th January 2022

Validity Period: 5 years (from Effective Date)

Issued by the Information and Communication Technologies Authority on the **11th** day of **July** in the year **2022**.


J. LOUIS
(For) 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 **28th January 2022**;
- (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.

- 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 further period of five (5) years.
- 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 fees payable is set as follows:

<i>Type</i>	<i>Licence Description</i>	<i>Annual Fees (Rs)</i>
C.05	PMRTS	20,000/-

- 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 one (1) year, this licence shall lapse in accordance with Section 24(9)(b) of the Act. The Licence shall not be renewed unless the Licensee has paid any outstanding amount on the Licence or any other licence issued to the Licensee under Section 24 of the Act.

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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