

**LICENCE TO OPERATE A CABLE DISTRIBUTION NETWORK**  
**UNDER SECTION 17 (2) OF THE SRI LANKA TELECOMMUNICATIONS ACT**  
**NO. 25 OF 1991 AS AMENDED BY ACT NO. 27 OF 1996**

1. I, Gotabaya Rajapaksa, President of the Democratic Socialist Republic of Sri Lanka in the exercise of the powers conferred on me under Section 17 (2) of the Sri Lanka Telecommunications Act No. 25 of 1991, as amended by the Act No 27 of 1996 (hereinafter referred to as "the Act") hereby grant to **City Cable Links (Private) Limited**, a company duly incorporated in the Democratic Socialist Republic of Sri Lanka under the Companies Act No. 7 of 2007 bearing Company No. **PV 11806** (hereinafter referred to as "the Operator"), a Licence to operate the telecommunication systems specified in Schedule 1 (hereinafter referred to as the "Licensed System") and authorise the Operator to do all or any of the acts specified in Schedule 2 subject to the Conditions set out in Schedule 3 and for revocation as provided in Schedule 4.
2. This Licence shall come into force on 01/06/2019 and shall be of 5 years duration unless previously revoked in accordance with Schedule 4.
3. The Commission may recommend modifications to the Licence conditions from time to time where necessary. Any modification shall be made in accordance with Section 18 of the Telecommunications Act No. 25 of 1991 as amended.
4. The provisions of the Act and all Rules and Regulations made thereunder shall apply to the Operator for all purposes.



Gotabaya Rajapaksa  
President

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## **SCHEDULE 1**

### **THE LICENSED SYSTEM**

1. The Licensed System consists of Telecommunication Systems which established by the Licensee for the purpose of providing Services specified in Schedule 2 of the licence using a Cable Distribution Network in Colombo Municipal Council area only.
2. The Licensed System shall not include;
  - a. any Telecommunication System for which a Licence is not required under the Act.
  - b. any Telecommunication System which is Licensed to another Operator.
  - c. any terminal apparatus.

## SCHEDULE 2

### **AUTHORISATION TO CONNECT OTHER TELECOMMUNICATION SYSTEMS & APPARATUS TO THE LICENSED SYSTEM AND TO PROVIDE TELECOMMUNICATION SERVICES BY MEANS OF THE LICENSED SYSTEM.**

1. Nothing contained in this License shall exempt the Operator from obtaining any other license for the purpose of carrying on any function for which a person is required to obtain a license under the provisions of the Act or any other enactments related to Television Broadcasting.
2. Subject to that limitation and without prejudice to the Act and paragraph 1, this license authorises the connection to the:
  - a. any other connectable telecommunication system licensed for provision of data communication and/or public Internet Service.
  - b. telecommunication apparatus which is of a type approved by the Commission under the Act.
3. Subject to paragraph 1, this Licence authorises the provision of following services by means of the Licensed System:
  - a. Data Communication Service including internet.
  - b. Cable Television Service subject to possession of valid licence from the Ministry of Media in favour of Operator.
4. The Operator shall provide the licensed services in accordance with the terms and conditions of Schedule 3 of the license.
5. The License does not authorise to use radio frequencies for the provision of authorised services specified in Section 3 of this Schedule.
6. The Operator shall not have the right to establish its own telecommunications links other than connect the system to other licensed Systems authorised to provide data communications and/or public Internet Services. The Operator shall obtain these links from the operators who are licensed by the Commission for this purpose. The Operator shall obtain these links from the operators who are licensed by the Commission for this purpose.

## SCHEDULE 3

### LICENCE CONDITIONS

#### PART I: BASIC OBLIGATIONS

##### 1. General

- 1.1 The Operator shall comply with the provisions in the Act and Rules & Regulations made there under.
- 1.2 The Operator shall strictly and without any undue delay comply with any directions, which the Commission may from time to time issue in exercise of its powers, functions or duties under the Act, or in this Licence.
- 1.3 The Operator shall maintain and operate the licensed Systems as described in Schedule 1 for the provision of the Services as authorised in Schedule 2. The Operator shall not operate or provide any system or service, which has not been authorised in the Schedules 1 and 2 respectively.
- 1.4 The Operator shall not promote, offer or provide any voice telephony services to public switched telephone network.
- 1.5 The Operator shall not engage in any operations for the provision of voice telephony services whether domestic or international on this licensed system.

##### 2. Installation, Networking and Operation of the Licensed System

- 2.1 The Operator shall be responsible for installation, networking and operation of all the equipment to provide the telecommunications service. The Operator shall supply all necessary literature, drawings, and installation materials regarding the equipment installed for commissioning of the services. The Operator shall supply all the tools, test instruments and other accessories to the testing party of the commission for conducting the tests.
- 2.2 The Operator shall maintain the Licensed System in proper working order, in accordance with such standards conforming to international norms and standards as may be specified by the Commission from time to time and improve and expand the Licensed System in accordance with the development plan approved by the Commission. The Operator shall not utilise used equipment in the Licensed System without the prior written authorisation of the Commission.
- 2.3 Within 3 months from the grant of this Licence, the Operator shall, after consulting with the Commission on the development goals of the Government, draw up a Development Plan in accordance with the planning objectives specified by the

Commission. The Development Plan may include extension of the network defined in Schedule I to cover any part of Sri Lanka provided that the plant and the assets essential for such extension, investment values thereof, and the configuration of the extended network showing the switching nodes and the information relating to the interconnecting trunks are indicated separately. The Development Plan shall cover such period as may be agreed between the Commission and the Operator and shall be reviewed and renewed at such intervals as may be agreed between the Commission and the Operator. For the duration of the Development Plan, the Operator shall be obliged to implement it according to its terms except to the extent that the Commission agrees to any modifications in it.

- 2.4 When the Development Plan is submitted to the Commission for approval, it may approve it or make such revisions to it as it considers necessary. In taking such a decision on the Development Plan, the Commission shall take into account the financial and technical resources that can reasonably be expected to be available to the Operator during the period of the Plan.
- 2.5 In the case of minor deviations, the Operator may amend the Development Plan, provided such amendments together with supporting reasons are communicated to the Commission under recorded delivery at least eight weeks prior to implementation of such amendments.
- 2.6 The operator shall interconnect all the nodes in the Licensed System so that the operation of entire Licensed System can be monitored and controlled from a single central control centre. Technical configuration and the traffic information of the total network should be monitored and controlled from this central control centre.

### **3. Use of Roads and Streets**

- 3.1 The Operator shall be permitted to engage in the business of operating and maintaining a cable distribution network in the designated areas in Schedule 1 , and for that purpose the Operator may erect, install, construct, repair, replace, reconstruct, and retain, in, on, over, under, upon, across and along the Roads and Streets within the designated areas such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the Cable distribution network. The Operator shall comply with the existing and future laws, rules and regulations of the relevant Government authorities responsible for roads, public ways and environment.
- 3.2 Prior to construction or alteration, the Operator shall in each case file plans with relevant authorities, and shall receive necessary approvals before proceeding construction works. The Operator shall be responsible for obtaining such way

leave and other approvals from relevant authorities as may be necessary for the installation, maintenance, work and use of the system.

- 3.3 The Operator shall keep accurate installation records of the location of all facilities in the streets and public ways and furnish them to the relevant authorities upon request. Upon completion of new or relocation construction of underground facilities in the streets and public ways, the Operator shall provide the relevant authorities with installation records showing the location of the underground and above ground facilities.
- 3.4 The installation, use and maintenance of the Operator's Cable distribution network within the streets and public ways authorized herein shall be in such a manner as not to interfere with the placement, construction, use and maintenance of the streets and public ways, street lighting, other utility systems.
- 3.5 The Operator shall promptly, at its own expense, restore, repair or replace the same to the satisfaction of the other relevant authorities in case of the Operator disturbs the surface or subsurface of any street or public way. All excavations made by the Operator in the streets, and public ways shall be properly safeguarded for the prevention of accidents

#### **4. Connection of Apparatus**

- 4.1 No apparatus shall be permitted to be kept connected to the Licensed System if that apparatus:
  - a. in the opinion of the Operator, no longer conforms to the required technical standards and the Commission has not expressed a contrary opinion.
  - b. in the opinion of the Operator is liable to cause the death, or personal injury to any person engaged in the running of the Licensed System, or materially to impair the quality of any Telecommunication Service provided by means of any Licensed System or damage to the property of the Operator, and the Commission has not expressed a contrary opinion.
- 4.2 The technical apparatus used by the Operator shall satisfy the requirements of the Commission at all times. The Operator shall ensure that such apparatus is maintained in a technically sound condition and that it does not cause harmful interference with the efficient or convenient working, maintenance or use of any other lawful telecommunications services.

#### **5. Payment of Fees**

- 5.1 The Operator shall make during the currency of the Licence, on or before 31<sup>st</sup> January of each year following the issue of the Licence, the following payment:



- (a) A cess imposed under Section 22 G of the Act.

## **PART II: TECHNICAL OBLIGATIONS**

### **6. Use of Telecommunication Equipment in the System**

- 6.1 Prior to the operation of the licensed System, the Operator shall be required to obtain the Commission approval for the telecommunication infrastructure of the licensed System and the type of the technology to be employed for provision of authorised services. Subsequent changes to the telecommunication infrastructure of the licensed System and/or introduction of new technologies to the network shall be notified to the Commission in advance for approval.

### **7. Construction of Cable Distribution Network**

- 7.1 All trunk cables shall be installed on existing utility poles (telecom and electricity lines) or underground with the permission of relevant utility Organizations and/or Government authorities. Cable distribution network shall not disrupt other utility services or the ability to provide such services.
- 7.2 Construction, installation and maintenance of overhead/underground Cable distribution network shall be performed in an orderly and in conformance with all applicable codes. All cables and wires shall be installed, where possible, parallel with and in a manner similar to the installation of electricity and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.
- 7.3 The Operator shall take reasonable measures to install, maintain and operate the Cable distribution network such as wires, cables, fixtures, and other equipment in accordance with the requirements specified by the Commission and other applicable code of provisions of relevant authorities in such a manner that they will not interfere with any installations of the other Operators or any public utility organizations.
- 7.4 Without prejudice to the provisions of the Act, in the course of constructing, operating, altering, removing, replacing, or maintaining the Cable distribution network outside the premises for the purposes of this licence, or any part of it, the Operator shall
- (a) exercise all reasonable care, and cause as little inconvenience as possible to the public and as little damage to property as possible; and
  - (b) make good any damage caused to any person having a lawful interest in the land or being lawfully thereon and reinstate the land within a reasonable time in good and workmanlike manner. When it is not

practicable to make good any damage or to reinstate the land to the condition in which it existed prior to the damage, the Operator shall pay, promptly and fully, compensation for any damage caused to any person having an interest or right in the land affected.

**8. Changes to System**

- 8.1 The Licensee shall give notice in writing to the Commission and shall notify all parties affected of any changes it intends to implement in the specification or performance of the Systems which would require changes to any equipment connected to the System. The period of notice, in consultation with the Commission, shall be appropriate to the likely impacts on the parties affected.

**9. Technical Standards**

- 9.1 The Operator shall comply with any technical standard prescribed by the Commission for the purposes of ensuring technical compatibility, avoiding technical harm to network or preventing safety hazards to personnel in the connection of telecommunication apparatus to the licensed System.
- 9.2 The Commission shall have right to direct the Operator to demonstrate that the service complies with the technical standards prescribed by the Commission and the Operator shall comply with such directions.
- 9.3 The Operator shall comply with the electromagnetic compatibility standards as may be specified by the Commission from time to time.

### **PART III: INTER OPERATOR OBLIGATIONS**

#### **10 Access Arrangements**

10.1 The Operator shall have access, and shall provide access, to the Data and Internet platforms operated by other Licensed Operators. The terms and conditions of the access shall be commercially negotiated between the Operator and other Operators Licensed to provide data communication and/or public Internet Services. In the event that the parties cannot reach an agreement, the Commission shall determine the matter.

### **PART IV : COMMERCIAL OBLIGATIONS**

#### **11. Prices for Services**

11.1 The Operator shall lodge a notice of tariffs with the Commission, which sets out in relation to each kind of service that the Operator proposes to offer:

- a. a description of the service;
- b. details of the nature and amounts of charges payable for the service, and
- c. the method adopted for determining the charges.

11.2 The Operator shall include in the notice the reasons for a change in different category of tariffs in the same tariff plan.

11.3 The notice shall be precise and detailed enough to be used to work out the nature and amounts of charges payable for the supply of the particular service.

11.4 The notice of tariffs lodged with the Commission shall state the period (i.e. the term) for which it is to be in force. The term shall not begin until approval for the tariffs is given by the Commission or at a time when a previous tariff of the Operator on the same service is still in force.

11.5 The Operator shall not impose any terms and conditions for the provision of any specified service until the Commission has approved such terms and conditions.

11.6 The Operator shall provide the specified service at the charges, terms and conditions so approved by the Commission and shall not depart from without

prior written approval by the Commission of the proposed charges, terms and conditions.

- 11.7 The Operator shall publish in a manner the charges, terms and conditions on which it offers to provide the authorised services in accordance with an obligation imposed by or under this Licence.
- 11.8 Publication shall be effected by:
- a. placing as soon as practicable thereafter a copy thereof in a publicly accessible part of every office of the Operator in such manner and in such place that is readily available for inspection free of charge by members of the general public during such hours as the Commission may prescribe.
  - b. sending a copy thereof or such parts thereof as are appropriate to any person who may request such a copy.
- 11.9 Where the Operator publishes a notice of amendment to a charge in the form of an extract from the Operator's price list the new price shall be clearly identifiable and the operative date specified.

## **12. Separate Accounts for Certain Activities**

- 12.1 The Operator shall establish from the beginning accounting and reporting arrangements sufficient to enable the Operator's finances in relation to the various Licensed services and activities not requiring a Licence to be assessed and reported on separately from the other activities of the Operator. The Operator shall comply with any directions made by the Commission from time to time in relation to the preparation and delivery of accounting statements.
- 12.2 The Operator shall:
- a. maintain accounting records in such a form that the activities of the Systems Business and the Apparatus Supply Business are separately identifiable or separately attributable in the books of the Operator, being records sufficient to show and explain the transactions of each of those Businesses;
  - b. prepare in respect of each financial year of the Operator, or of such lesser periods as the Commission may specify but not more frequently than quarterly, accounting statements setting out, and in the case of yearly statements fairly presenting the costs (including capital costs), revenue and financial position of each of those Businesses, Service and Region wise including a reasonable assessment of the assets employed in and liabilities attributable to each of them and showing separately, in the case of yearly

accounting statements, the amount of any material item of revenue, cost, asset or liability which has been either;

- (i) charged from or to any other business of the Operator together with a description of the basis of the value on which the charge was made; or
  - (ii) determined by apportionment or attribution from an activity common to the Business and any other business of the Operator and, if not otherwise disclosed, the basis of the apportionment or attribution;
- c. procure in respect of each of the accounting statements prepared in respect of a financial year of the Operator a report by the Auditor stating whether in his opinion that statement is adequate for the purposes of this Condition; and
  - d. deliver to the Commission a copy of each of the accounting statements and of the reports relating thereto required under sub-paragraph (b) not later than six months after the end of the period to which they relate.

For the purposes of this paragraph the cost of any business does not include profits of that business.

12.3 Accounting statements prepared under paragraph 12.2(b) in respect of each financial year shall be prepared in the formats and in accordance with the accounting principles and rules which apply to the annual accounts of the Operator and shall state the accounting policies used.

### **13. Anti-Competitive Practices**

13.1 The Operator shall not enter into any agreement, arrangement or understanding that shall in any way prevent or restrict competition in relation to the operation of licensed system, provision of authorised services and acquisition of any telecommunication installations, services or apparatus. In particular, the Operator shall not enter into linked Sale or Exclusive Dealing Arrangements.

13.2 The Operator shall ensure that there are no cross-subsidies between such parts of the Operator's business as the Commission may determine in consultation with the Operator.

13.3 The Operator shall establish such accounting and reporting arrangements so as to enable the Operator's finances in relation to different parts of its business to be assessed and reported on separately.

13.4 Where the Commission determines that the Operator has engaged in Anti-Competitive Practices, the Operator shall take such steps as the Commission may direct for the purpose of remedying the situation.

#### **14 Prohibition on Undue Preference and Undue Discrimination**

- 14.1 The Operator shall not (whether in respect of the charges or other terms or conditions applied or otherwise) show undue preference to, or exercise undue discrimination against, particular persons or persons of any class or description. In particular, the Operator shall not give any undue preference to, or receive an unfair advantage from, a business carried on by it or an associated or affiliated company, if the Commission is of the opinion that the competitors of the Operator could be placed at a substantially disadvantage position or the competition would be prevented or significantly restricted.
- 14.2 The Operator shall be deemed to have shown such undue preference or to have exercised such discrimination if it unfairly favours to a material extent a business carried on by it or by its lawful telecommunications associates in relation to any of the matters mentioned in paragraph 14.1 so as to place at a significant competitive disadvantage persons competing with that business.
- 14.3 Any question relating to whether any act done or course of conduct pursued by the Operator amounts to such undue preference or such undue discrimination shall be determined by the Commission, but nothing done in any manner by the Operator shall be regarded as undue preference or undue discrimination if and to the extent that the Operator is required to do that thing in that manner by or under any provision of this License, or where the Operator gives any discount to its large customers provided that such concessions are extended without discrimination to all customers falling within this category.

#### **15. Ownership of the Licensed System**

- 15.1 The Licence is personal to the Operator and shall at all times own and operate the Licensed System and shall not sell, lease or transfer to any person, the whole or part of the Licensed System, or operation or licences during the validity period of the licence.
- 15.2 The Operator shall not allow a third party to use the licensed System or part of it in any circumstances.

#### **16. Pre-Notification of Joint Ventures**

- 16.1 The Operator shall give particulars of any of the agreements or arrangements to which this condition applies for approval of the Commission before taking into effect of such agreements or arrangements.

16.2 Where the Operator enters into an agreement -

- (a) with any person or persons for the establishment or control of a body corporate for the purpose of :
  - i the running of a telecommunication System which requires a Licence, under the Act; or
  - ii providing telecommunication Services in Sri Lanka which necessarily involve the running of a Licensed System; or
  - iii the production of terminal equipment for supply in Sri Lanka where that production would lead to a monopoly situation which would not otherwise exist in relation to the supply of terminal equipment of any description in Sri Lanka;
- (b) for the establishment of a partnership; for any of the purposes or in any of the circumstances referred to in paragraph (a);
- (c) in the nature of a joint venture for any of the purposes or in any of the circumstances referred to in paragraph (a).

16.3 The Operator shall, unless the Commission otherwise agrees, notify the Commission not later than 30 days before the taking effect of any such agreements, giving particulars of those agreements.

For the purpose of this Condition, "Monopoly Situation" shall be taken to exist in relation to the supply of services of any description in the following cases, that is to say, if

- (a.) the supply of Telecommunication services of that description in Sri Lanka is, to the extent of the prescribed percentage, supplied by one and the same person, or supplied to one and the same person, or
- (b.) the supply of Telecommunication services of that description in Sri Lanka is, to the extent of the prescribed percentage, supplied by members of one and the same group of interconnected bodies corporate, or supplied to members of one and the same group of interconnected bodies cooperate, or

- (c.) the supply of Telecommunication services of that description in Sri Lanka is, to the extent of the prescribed percentage, supplied by members of one and the same group consisting of two or more persons, or supplied for members of one and the same group consisting of two or more persons. The "two or more persons" referred to in this paragraph of this section, in relation to services of any description, are any two or more persons (not being a group of interconnected bodies corporate) who, whether voluntarily or not and whether by agreement or not, so conduct their respective affairs as in any way to prevent, restrict or distort competition in connection with the supply of services of that description, whether or not they themselves are affected by the competition, and whether the competition is between persons interested as persons by whom, or persons to whom, services are supplied, or
- (d.) one or more agreements are in operation the result or collective result of which is that services of that description are not supplied in Sri Lanka.
- (e.) Commission shall reserve the right to declare the prescribed percentage of a "Monopoly situation".

**17. Associates**

17.1 Where any Associate of the Operator does anything which the Operator is prohibited from doing under the Licence or fails to do anything which the Operator is required to do under the Licence, the Operator shall take such reasonable steps to ensure that the Associate takes such remedial steps to rectify the consequences of the commission or omission as the case may be, as directed by the Commission.

For the purposes of this Condition a person is an Associate of the Operator;

- i. if he is a Subsidiary of, or is another body corporate in which the Operator has a substantial interest; or
- ii. it is a holding company of or controls the Operator.



## **PART V : CUSTOMER SERVICE OBLIGATIONS**

### **18. Privacy & Confidentiality**

- 18.1 The Operator shall take all reasonable steps to safeguard the privacy & confidentiality of any telecommunication messages conveyed by means of the licensed system.
- 18.2 The Operator shall not use information provided by its customers or obtained in the course of provision of service to its customers other than for and in relation to the provision by the Operator of the service under this licence.
- 18.3 The Operator shall not disclose information of a customer without consent of the customer except under the following circumstances:
- a. where disclosure is deemed necessary by the Commission for the violation of the provisions of the Act or the relevant security agencies or law enforcement or for Prevention/detection of crime or prosecution of offenders;
  - b. where sharing of information with other licensed Operators is necessary to detect, prevent or investigate into fraud under the directions of the Commission.

### **19. Publication of Charges, Terms and Conditions to be Applied to Customers**

- 19.1 The Operator shall, except in so far as the Commission may otherwise determine in writing, publish in the directory and in the manner and at the times specified in paragraph 19.3 in respect of each of the following a notice specifying the charges and other terms and conditions approved by the Commission on which the Operator offers to:
- a. provide each description of Telecommunication Service by means of the Licensed System, in accordance with obligation imposed by or under this Licence;
  - b. maintain, adjust or repair any apparatus comprised in the Licensed System in accordance with obligation imposed by or under this Licence;
  - c. connect to the Licensed System any apparatus or any other system which, in either case, is not or is not to be, comprised in the Licensed System in accordance with obligation imposed by or under this Licence;

- d. grant permission either to connect systems or apparatus referred to in subparagraph (c) to, or to provide services by means of, the Licensed System in accordance with obligation imposed by or under this Licence;
  - e. bring into service any apparatus or system which, in either case, is or is to be connected to but not comprised or to be comprised in the Licensed System, where only the Operator is permitted to provide such service;
- 19.2 The charges and the other terms and conditions in respect of any service which is materially different from any service already provided by the Operator by means of the Licensed System may not be published as required under paragraph 19.1 until 90 days prior to the expected date of provision of such service.
- 19.3 Publication of the notice shall be effected by;
- (a) sending a copy thereof to the Commission under acknowledgement not more than 60 days after the date on which this Licence enters into force and thereafter not less than 60 days before any approved amendment of charge, term or condition, or the method of determining the same is to become effective.
  - (b) placing as soon as practicable thereafter a copy thereof in a publicly accessible part of such offices of the Operator in such manner and in such place that it is readily available for inspection free of charge by members of the general public during such hours as the Commission may specify; and
  - (c) sending a copy thereof or such part or parts thereof as are appropriate to any person who may request such a copy.

## **20. Customer Protection**

- 20.1 The Operator shall comply with any directions issued by the Commission for the purposes of protecting the interests of its customers or users time to time.
- 20.2 The Operator shall provide Service to all customers on a non-discriminatory basis. The Service must be offered to all citizens in the zone of technical coverage connected with that Service, and it shall be considered that any person that accepts unique and non-discriminatory conditions of the offer has the right to conclude a subscription contract.

- 20.3 The Operator shall, in consultation with the commission, prepare and publish within three months of the date on which this licence enters into force, a code of practice for the customer complaints handling, resolution of customer disputes. The Commission may from time to time issue directions to the Operator specifying any modifications or additions that it considers should be made to the code or as to the publication, republication, implementation or further modification of the code. The Operator shall participate in good faith in any dispute resolution procedure established by the Commission for the resolution of such disputes.
- 20.4 The Operator shall provide services to all customers on a non-discriminatory basis. The services must be offered to all citizens in the designated areas, and it shall be considered that any person that accepts unique and non-discriminatory conditions of the offer has the right to conclude a subscription contract.
- 20.5 The Operator must keep and maintain all information on the complaints made to the Operator by the Operator's Customers and shall provide such information to the Commission at least once in each year.
- 20.6 The Operator shall establish and maintain efficient information and assistance to assist the Customers in resolving questions relating to the installation and all other relevant issues relating to the Services. In the provision of such services the Operator shall not discriminate between the Customers.
- 20.7 The Operator shall maintain adequate trained personnel to receive and respond promptly to complaints from Customers. The Operator shall take all commercially reasonable action to promptly remedy and avoid the recurrence of the cause of all Customer complaints, which relate to the billing, quality, availability or delivery of its Service. The Operator shall be solely responsible for the treatment of the subscribers' complaints, attending to claims and damages arising out of this operation.
- 20.8 The Operator shall, in the manner and at the times specified by the Commission, publish the standard terms and conditions under which it provides each category of authorised Services to its customers. The Operator shall ensure that a statement of all applicable terms and conditions of each category of authorised Services is promptly made available for inspection at the request of any member of the public.

## **PART VI: OTHER OBLIGATIONS**

### **21 Right to Inspect & Test**

- 21.1 The Operator shall allow the authorised representatives of the Commission to enter and inspect without prior notice the sites, places and premises where the Operator has installed telecommunication equipment, or used for the provision of the service, to verify that the Operator is in compliance with the licence conditions. The authorised representatives of the Commission shall have the right to inspect without prior notice the sites, premises and installations of the operator wherever situated. The right of inspection shall extend to access to inspect leased lines, junctions, terminating interfaces, processing hardware/software, memories of live, magnetic and optical varieties, wired options, distribution frames, and to enter into dialogue with Input/output devices or terminals.
- 21.2 The Operator shall provide the necessary infrastructure including but not limited to equipment, manuals, diagrams required by the authorised representative of the Commission to inspect, test, read or measure any telecommunication installations, telecommunications equipment or apparatus.
- 21.3 The Commission or its authorised representatives shall have the right to request the operator to demonstrate and explain any operations carried out by the operator at the time of inspection and any time thereafter when required to do so. This may include requiring the Operator to switch off certain equipment and cease broadcasting for such reasonable period as the Commission may need to conduct the test in question.
- 21.4 The Operator shall permit the authorised representatives of the Commission to inspect without prior notice records, documents and statements of accounts relating to the Operator's business for the due implementation of provisions in the Act and the License. The Commission or authorised representative after inspection has the right to call for certified copies of any records or document and the operator on such request shall provide certified copies as requested.
- ### **22. Requirement to Furnish Network Plans and other Information to the Commission**
- 22.1 The Operator shall provide the Commission with transmission plans, switching plans and overall network plans includes, signalling plans, traffic information, technical configuration, circuit routing and other relevant technical data which the Commission may by notice or direction require for the exercise of its functions.

22.2 The Operator shall furnish to the Commission, in such manner and at such times as the Commission may request, such information related to the business, including financial statements, estimates, statement of accounts, returns and other records or information as the Commission may reasonably require for the purpose of exercising its functions.

### **23. Prohibition of Harmful, Illegal, Obscene, Unauthorised Contents**

23.1 The Operator shall not distribute harmful or illegal contents that might affect national security of the country, within the framework of technical possibility of control of such contents. The Operator shall also not undertake to carry objectionable, obscene, unauthorised or any other content, or communications through the Licensed System. In case that the Operator becomes aware of the fact that certain messages carry such contents, the Operator shall cease further distribution of such transmissions without delay.

23.2 The Operator is obliged to provide all the tracing facilities of the nuisance or malicious data, messages or communications transported through the licensed System, to authorised officers of the Commission, when such information is required for investigations of crimes or in the interest of national security. Any damages from default on the part of Operator in this respect shall be the sole responsibility of the Operator.

### **24. Safety**

24.1 The Operator shall take proper and adequate safety measures for the safeguarding of life and property in connection with all installations, equipment and apparatus operated or used, including safeguards against exposure to any electrical or radiation hazard emanating from the installations, equipment or apparatus used under this Licence.

24.2 All lines, equipment, and connections in, over, under, and upon the roads and streets and private property, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition, and in good order and repair.

24.3 Wherever the facilities or related construction activity of the Operator create a serious hazard to public safety or welfare, the Operator shall take all necessary actions to immediately abate the hazard. If the Operator cannot contact the relevant authorities immediately, the Operator shall proceed to abate the hazard immediately and shall notify the Commission and make any required changes as soon as possible.

## **PART VII: DEFINITIONS AND INTERPRETATIONS**

<b>Anti-Competitive Practice</b>	Any practice whereby the Operator, in the course of business, pursues a course of conduct which of itself or when taken together with a course of conduct pursued by persons associated with him, has or is intended to have or is likely to have the effect of, restricting, distorting or preventing competition in connection with the production supply or acquisition of goods in Sri Lanka or the supply or securing of services in Sri Lanka.
<b>Auditor</b>	The Operator's auditor for the time being appointed in accordance with the requirements of the Companies Act.
<b>Cable Distribution Network</b>	Cable distribution network means a network consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide telecommunications service including audio, video, data and which is provided to multiple subscribers within a community using co-axial cables or optical fiber cables.
<b>Commission</b>	The Telecommunications Regulatory Commission of Sri Lanka established under the Act.
<b>Connectable System</b>	A telecommunication system which is authorised to be run under a Licence which authorises connection of that system to the applicable distribution network.
<b>Customer</b>	Any person who has indicated willingness in writing with the Operator to receive Telecommunication Services from the Operator on the Operator's terms and conditions, or has in writing entered into a contract with the Operator for the provision of such service.
<b>Data</b>	A representation of facts, concepts, or instructions in a formalised manner suitable for communication,

interpretation or processing by a machine such as Telex machines, Fax machines, Computers, etc. which do not include two-way speech.

**Exclusive Dealing Arrangement** Any arrangement whereby the Operator makes the acquisition from any person in Sri Lanka, or outside Sri Lanka by the Operator or any of its wholly owned subsidiaries, or the installation or servicing by any person in Sri Lanka or outside Sri Lanka for itself or any such subsidiary of any Telecommunication Apparatus of any description conditional upon agreement:

- a. to supply to the Operator, or to supply or not to supply to any other person, apparatus of a different description;
- b. to provide to the Operator or to provide or not to provide to any other person any Telecommunication Service of a different description; or
- c. to transfer to the Operator or to any other person any interest in industrial or intellectual property with a view to restricting unreasonably the freedom of the supplier of the apparatus or the provider of the service in question to exploit his industrial or intellectual property in order to confer on the Operator or some other person an unfair competitive advantage

**Financial Statements**

Documents that collectively make up, inter alia, the regulatory accounts reflecting accounting separation and interconnection standard services. The statements are audited to check that they fairly represent the financial results for the Businesses which are divided for regulatory purposes (inter alia to help disclose unfair cross subsidies between and within business and that interconnection charges can be shown to be fairly derived from costs and applied without discrimination).

**Internet Service**

Means a service by means of a global network of network accessed by users with a computer and a modem via a licensed Operator.

**Licensed Operator**

Any person who, at the relevant time, has the benefit of a License granted under Section 17 of the Act.

**Link**

A connection maintained or to be maintained between two nodes for the purpose of transmission of messages.

**Linked Sale**

A sale where the Operator agrees to:

- a. provide any Telecommunication Service by means of or in relation to the Licensed System.
- b. supply any Telecommunication Apparatus for connection to the Licensed System;
- c. connect any other system or apparatus to the Licensed System on the condition that the person who has requested such Telecommunication Service, Telecommunication Apparatus or connection service shall acquire from the Operator or from any other person specified or described by the Operator:
  - (i) any Telecommunication Service other than the Telecommunication Service requested, save where that service cannot be provided without the provision of that other service; or
  - (ii) any Telecommunication Apparatus not incorporated in the Licensed System, save where the Telecommunications Service requested cannot otherwise be provided or the Telecommunication Apparatus requested cannot otherwise be used.

**Network**

A collection of nodes and links which are connected to together by means of transmission paths and which can include a variety of functional units such as switching centres, repeaters etc.



<b>Node</b>	means an exchange used for switching of messages or a branching node of a transmission bearer used for transmission of such messages to the destination.
<b>Software</b>	The messages transmitted or processed through a communication medium. This term also refers to the instructions (programmes) written for programmable computers.
<b>Telecommunications Network</b>	A set of nodes and links that provide connections between two or more defined points to accommodate telecommunications between them using dedicated or switched connections established at the nodes via a combination of the links proper to the connections.
<b>Voice Telephony Service</b>	A service available to the public for the commercial provision of direct transport of speech via the public switched network or network such that any user can use equipment connected to a network termination point at a fixed location to communicate with another user of equipment connected to another termination point.

## SCHEDULE 4

### REVOCATION

1. The Minister may at any time revoke this Licence by 30 days' notice in writing given to the Operator at its registered office in any of the following circumstances:

- (a) if the Operator agrees in writing with the Minister that this Licence should be revoked;
- (b) if any amount payable under Condition 5 is unpaid and remains unpaid for a period of 14 days after the Commission notifies the Operator that the payment is overdue, which notification shall not be given earlier than the sixteenth day after the day on which the payment became due;
- (c) if the Operator fails to comply with an order of the Commission under the Act and that order is not subject to appeal proceedings and such failure is not rectified within 3 months after the Commission has given notice in writing of such failure to the Operator;
- (d) if the operator fails to comply with any rule or regulation for the time being in force under the Act;
- (e) if actions of the Operator is likely to have an adverse impact on the national security;
- (f) if the Operator sells, leases or transfers the ownership of the licensed system partly or fully to any person/entity during the validity period of the licence;
- (g) if the Operator sells or transfers/ diversifies the shares of the business partly or fully to any person/entity during the validity period of the licence;
- (h) if the Operator makes changes to the composition of the shareholding of the company to whom the licence is issued;
- (i) if it is found that the issue of the Licence had been based on inaccurate or incorrect information provided by the Operator.

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