

MODIFICATIONS TO THE LICENCE

- (A) The President of the Democratic Socialist Republic of Sri Lanka in his capacity as Minister in the exercise of the powers conferred on him by the Sri Lanka Telecommunications Act, No. 25 of 1991 as amended by the Act. No. 27 of 1996 (hereinafter referred to as the “Act”) and all other powers exercisable by him for that purpose, granted on the 26th February 2016 to Lanka Bell Limited (“the Operator”) a licence (the “Licence”), for the period specified in paragraph 2 of the Licence, to operate a telecommunication system (hereinafter referred to as the “Licensed System”) of the Licence, with authority to do all or any of the acts specified in Schedule 2 subject to the conditions set out in Schedule 3 and revocation in Schedule 4 thereto. (hereinafter referred to as the “Original Licence”)
- (B) In accordance with Section 18 (1) of the Act, the Telecommunications Regulatory Commission of Sri Lanka (hereinafter referred to as the “Commission”) hereby effect the modifications to the Original Licence which are set out in the Schedule below, such modifications having been recommended by the Commission to the President and Minister of Technology of the Democratic Socialist Republic of Sri Lanka under Section 18 (1) of the Act, and concurred to by the President in his capacity as Minister.

1. 
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2. 
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MEMBER OF THE COMMISSION
Telecommunications Regulatory Commission
of Sri Lanka



The Telecommunications Regulatory Commission of Sri Lanka with the Concurrence of the President in his capacity as Minister of Technology.

On this 20th Day of November 2023

SCHEDULE

In Condition 6 of Schedule 3 shall be amended as follows.

1. The sub condition 6.4 of Condition 6 shall be repealed and following sub condition is substituted as 6.4:

6.4. The customer Premise Equipment (CPE) shall comprise subscriber terminal equipment, battery back up at least having capacity of 24 hours, standard telephone and associated accessories.

2. The following new sub conditions shall be inserted immediately after the sub conditions 6.4 of the condition 6.

6.5. In the case of subscribers registered with the licensee prior to the date of modification of the license, the licensee shall be responsible for maintenance and repair of the CPE. The terms and conditions applicable to all existing subscribers prior to the modification of the license cannot be changed without the approval of TRCSL.

6.6. The conditions 6.7 to 6.11 shall apply to all new wireless subscribers after the modification of this license.

6.7. The licensee shall in consideration of a connection fee approved by the TRCSL, provide the subscriber with a Customer Premise Equipment (CPE). The title of ownership to the CPE shall pass to the subscriber after the warranty period with the network unlock condition.

6.8. The licensee shall provide a guaranteed connectivity with standard QoS to the subscriber with the provided CPE at all the time. In the case of poor or no connectivity with the particular CPE due to the coverage or capacity issue, the licensee shall replace the existing CPE with a suitable CPE (Indoor or Outdoor) with necessary installation at no cost to the subscriber.

6.9. The licensee shall provide a warranty on the CPE valid for a period to be approved by TRCSL from the date of subscription at no cost to the subscriber.

6.10. During the warranty period, in the event of the malfunctioning of the CPE and upon the subscriber handing over the CPE to a service center of the licensee, the licensee shall carry out all activities pertaining to the restoration of the functionality of the CPE and/or provide a replacement CPE to the subscriber at no cost to the subscriber.

- 6.11. After warranty period, the licensee shall make available to the subscriber the option of an extended warranty at an annual charge to be approved by the TRCSL. The warranty so procured by the subscriber shall entitle the subscriber to the same terms of CPE maintenance as during the warranty period.
 - 6.12. From the first occasion on which the subscriber opting not to subscribe for an extended warranty, the licensee shall be relieved of its obligation to provide maintenance and/or warranty support for the CPE forthwith. However, the operator shall repair the CPE and charge a reasonable fee
3. The sub condition 6.5, 6.6 of the existing license shall be read as 6.13 and 6.14 of the condition 6.