



**TELECOMMUNICATIONS PRIVATE NETWORK LICENCE**  
[SECTION 13 OF THE TELECOMMUNICATIONS ORDINANCE 2009]

ISSUED TO: FORTISTCI LIMITED  
ISSUED ON: JANUARY 5, 2017

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This Telecommunications Network Licence (*"the Licence"*) is granted on the recommendation of the **Telecommunications Commission of the Turks and Caicos Islands** (the *"Commission"*) to **FortisTCI Limited**, a company duly incorporated in the Turks and Caicos Islands (*"the Licensee"*) by the Minister responsible for Communications (*"the Minister"*).

**1. AUTHORITY AND CITATION**

- 1.1 This Licence is granted to the Licensee by the Minister in accordance with section 13 of the Telecommunications Ordinance 2009, on terms and conditions recommended by the Commission.
- 1.2 The Minister hereby exempts the Licensee pursuant to Section 9(3) from the restrictions imposed by Section 9(1) of the Telecommunication Ordinance 2009, provided that the Licensee meets the requirements as set out in the Licence.
- 1.3 This Licence may be cited as the FortisTCI Limited Telecommunications Private Network Licence 2016.

**2. INTERPRETATION**

- 2.1 In this Licence, unless the context requires otherwise: -
    - "Commencement Date": means issued date;
    - "Government": means the Government of the Turks and Caicos Islands;
    - "Licence": means this Licence together with its Annexes;
    - "Licensed Area": means the territory of the Turks and Caicos Islands, including its territorial waters and airspace;
    - "Licensed Networks": means those telecommunications networks set out in Annex B;
    - "Licensed Services": means those telecommunications services set out in Annex A;
    - "Regulations": means regulations issued pursuant to the Telecommunications Ordinance;
    - "Regulatory Fees": means the fees payable by the Licensee to the Commission under Section 46 of the Telecommunications Ordinance;
    - "Telecommunications Ordinance": means the Telecommunications Ordinance 2009;
- Any word, phrase or expression used in this Licence shall, unless the context requires otherwise, have the same meaning as it has in the Telecommunications Ordinance and the Regulations.

- 2.3 Words importing the singular shall include the plural and vice versa. All references to legislation shall be deemed to refer to such legislation as amended or re-enacted from time to time.

### **3. GRANT**

- 3.1 The Licensee is authorised to connect the Licensed Networks to any: -
- 3.1.1 Telecommunications network operated under a Licence granted by the Minister in accordance with the Telecommunications Ordinance;
  - 3.1.2 Telecommunications apparatus in accordance with applicable requirements; and
  - 3.1.3 Terminal equipment approved for connection in accordance with the Telecommunications Ordinance.

### **4. SCOPE**

- 4.1 The Licensee is hereby authorised to establish and operate a Private Network Advanced Meter Reader System.
- 4.2 In no event does this License grant any exclusive right to operate any telecommunications network or to provide any telecommunications service, nor does it convey any proprietary rights.
- 4.3 For the avoidance of doubt, nothing in this License grants to the Licensee the right to establish or operate any telecommunications network or to provide any telecommunications service other than as set forth in the Telecommunications Ordinance, the Regulations or this License.

### **5. DURATION OF LICENCE**

- 5.1 This License begins on the Commencement Date, and shall continue in force for a period of fifteen (15) years, unless it lapses or unless it is suspended or revoked in accordance with a condition contained in this license or under the Telecommunications Ordinance 2009 and Regulations.





## **6. TERMINATION**

- 6.1 In the event of termination of this Licence, other than by expiry of the terms set out in Clause 5, the Commission will grant such permissions as may be necessary to own such assets as may be necessary for the provision, maintenance and/or operation of wireless circuits transiting the Licensed Area, which, for technical reasons, are required to be relayed by facilities located in the Licensed Area, provided that no such permission constitutes a Licence to provide a telecommunications service in the Licensed Area, except to the extent that a Licence is otherwise granted pursuant to the Telecommunications Ordinance.
- 6.2 In addition to any relevant provision under the Telecommunications Ordinance, this Licence may be terminated upon notice by the Commission to the Licensee with prior written consent of the Minister:
- 6.2.1 If the Licensee fails to comply with section 20 of the Telecommunications Ordinance.
- 6.2.2 Should the Licensee be dissolved or go into liquidation otherwise than for the purpose of solvent reconstruction, or shall become insolvent, or shall cease to carry on a telecommunications business; or
- 6.2.3 Where the Commission deems that there is, or is likely to be, a risk to national security.

## **7 SUB-CONTRACTING**

- 7.1 Use of a subcontractor shall not relieve the Licensee of any of its obligations under this Licence and nothing under this sub-clause grants to any subcontractor any right to provide telecommunications services or operate any telecommunications network under the Telecommunications Ordinance.

## **8. REGULATORY FEES**

- 8.1 The Licensee shall pay the Regulatory Fees in accordance with section 47 of the Telecommunications Ordinance and the Regulations established thereunder.
- 8.2 Regulatory Fees shall be paid on the anniversary of the Commencement Date of this Licence.

ABL. 

## **9. Information Requirements**

- 9.1 The Licensee shall furnish to the Commission in such manner and at such times as the Commission may request in writing such information related to the activities of the Licensee under this Licence as the Commission may reasonably require in the performance of its functions.

## **10. CONFIDENTIALITY**

- 10.1 The Licensee shall maintain the confidentiality of, and refrain from using or disclosing, any: -
- 10.1.1 Confidential, personal and proprietary information obtained in the course of its business from any user, where such information originates from any such user;
  - 10.1.2 Any information regarding usage of a Licenced Network or a Licensed Service; or
  - 10.1.3 Information received or obtained in connection with the operation of a Licensed Network or the provision of a Licensed Service; unless the customer has given his or her consent to such use or disclosure or such disclosure is required under any law.

## **11. NOTICES**

- 11.1 Notice may be given hereunder by the Minister, the Licensee or the Commission by facsimile, hand delivery or courier and addressed to their respective addressees as follows: -

The Minister:           Ministry of Communications  
Grand Turk  
Attention: Permanent Secretary  
Fax No: (649) 946 2740

The Licensee:           FortisTCI Limited  
1030 Leeward Highway  
Providenciales  
Attention: Chief Executive Officer  
Fax No: (649) 946 5204

The Commission: Turks & Caicos Islands Telecommunications Commission  
Business Solution Complex  
Providenciales  
Attention: Director General  
Fax No: (649) 946 1119

- 11.2 Notices shall be deemed to have been received, in the case of facsimile, at the time of dispatch (or if the day of dispatch is not a business day, on the next following business day); in the case of courier, on the business day after dispatch; and in the case of hand delivery, when delivered (or if the day of delivery is not a business day, on the next following business day).

## **12. COMPLIANCE AND DISPUTE RESOLUTION**

- 12.1 The Minister and the Commission may, where the Licensee has violated any provision of the Telecommunications Ordinance or the Regulations, or breached any provision of this Licence, take any action authorised by law.
- 12.2 If the Licensee disputes any action taken or not taken by the Minister or the Commission with respect to this Licence, the Licensee may pursue such rights as it has under sections 54 and 55 of the Telecommunications Ordinance, the Regulations or any other law.

## **13. GOVERNING LAW**

- 13.1 This Licence shall be construed and interpreted in accordance with the laws of the Turks and Caicos Islands; and all matters relating hereto shall be determined by the courts of the Turks and Caicos Islands.

  
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## ANNEX A

### LICENSED SERVICES

1. The Licensee is authorized to provide the following telecommunications services:
  - a. Advance Meter Reader data services to collect radio transmissions emanating from Itron Centron (AMR) meters with electronic radio transmitters (ERT's).





## ANNEX B

### LICENSED NETWORKS

1. The Licensee is authorized to own and operate a private telecommunications network facilities as necessary to provide the Licensed Services.
2. The Licensee may use switched or packet technology or any other form of telecommunications transmission or any combination thereof to provide the Licensed Services.
3. The Licensee's network facilities shall include fixed and mobile transceivers, and base stations to provide the Licensed Services.
4. The licensee's Radio-communications apparatus shall conform to the rules of Turks and Caicos Islands, Industrial Scientific and Medical (ISM) bands.



## 5. ATTESTATION CLAUSES

Signature:



Vaden D. Williams, Minister of Communications

Accepted on behalf of FortisTCI Limited

Signature: 

Name: ALLAN R. ROBINSON

Capacity: U.P. CUSTOMER SERVICE

Date: 20<sup>th</sup> day of JANUARY 2017

