

## ANNEXURE 1: PROPOSED LICENCE CONDITION

The Authority proposes inserting the following temporary licence condition into the Sure fixed telecommunications Licence:

### **13A Temporary alternative arrangements for Public Emergency Call Services during the FTTP Pilot Period**

13A.1. For the purpose of 13A, the following definitions will be applied:

- a **Emergency services** are police, ambulance, fire or maritime search and rescue services.
- b **Excluded Households** are Households legitimately participating in the FTTP Pilot Project.
- c **FTTP (Fibre To The Premises)** is the end-to-end optical fibre based solution (instead of copper lines) to allow broadband and landline services to be provided to business and residential premises.
- d **FTTP Pilot Project** is the installation by the Licensee of FTTP, in the Pilot Area for the Pilot Period and in respect of a Subscriber.
- e **Household** is all persons resident at a dwelling or premises which is to be served by the FTTP line installed in the Pilot Project.
- f **Lifeline** is personal health alarm equipment provided by Sure to certain Vulnerable Persons.
- g **Pilot Period** is a period of six months running from a start date (on or after the 27 September 2021), which is determined by the GCRA and publicized on its website, and during which period the Licensee can conduct the FTTP Pilot Project.
- h **Pilot Area** are the premises, indicated as per schedule A, which are situated in the Admiral Park exchange area, Marina Court (St Peter Port), portions of Hauteville (St Peter Port) and areas surrounding Rue de Gele (Castel), and such other specifically indicated premises approved by the GCRA and publicised on its website (prior to the close of the Pilot Period).
- i **PSTN** is the public switched telephone network.
- j **Subscriber** is any end-consumer requiring installation of FTTP by the Licensee as part of the FTTP Pilot Project (irrespective of whether that consumer requests/contracts for this personally with the Licensee or this is contracted/requested by their retail telecommunications service provider at their instruction).
- k **VOIP** is voice over internet protocol – in this context, used by default to carry voice services across an FTTP based network.
- l **Vulnerable Person** is a person who is or regards themselves to be at higher than normal risk of requiring any one or more of the Emergency Services.
- m **In writing, written or written acknowledgement** is an acknowledgement or record, in writing (whether in manuscript or in electronic form), which identifies the person providing it and is signed by them (in manuscript or electronically). Subscriber signatures (electronic or manuscript) must be executed in the presence of a Licensee staff member or representative and be countersigned by the latter (whether in manuscript or electronically).

13A.2. *The obligation to provide a free and uninterruptible emergency call service, in 13.1., shall not apply to the Licensee with regard to the Excluded Households (subject to 13A.3. below), provided that:*

- a The Licensee explains to the Subscriber, either directly or via the Subscriber's retail telecommunications service provider, what a Vulnerable Person is, the Subscriber has been provided with a written description of this group and the Subscriber confirms in writing to the Licensee that this has been explained, such written description has been given and that there is no such Vulnerable Person in the Household.*
- b The line to be provided by FTTP is not one used for a Lifeline service.*
- c The Subscriber has confirmed in writing that any FTTP line to be installed is not utilised for a lift, fire or burglar alarms, save where an uninterrupted power supply is already in place to power that lift, fire or alarm line in a power outage.*
- d The Subscriber, prior to giving consent to take part in the FTTP Pilot Project, has been made aware of its right to choose whether to retain its existing PSTN voice services or convert to FTTP VOIP calls in the FTTP Pilot Project and that VOIP calls (including emergency calls) cannot be placed over an FTTP line during a power outage (unlike current voice services over the PSTN). This consent and acknowledgement of this prior explanation must be given, in writing, by the Subscriber.*
- e The Licensee has tested for adequate mobile reception within the premises served by the FTTP line and determined that mobile calls of a reasonable quality can be made from within those premises (and maintains a written record of the results of that test).*
- f The Licensee has supplied, without monetary charge, a functioning pay as you go mobile phone (without SIM card) to the Subscriber, which is capable of being utilised for a 999 or 112 emergency services call and has a standby battery life of at least seven days, and has obtained a written acknowledgement from the Subscriber that this has been supplied to them in working order.*
- g The Subscriber is informed by the Licensee that the mobile phone, as per (f), is provided to ensure their Household's ongoing access to emergency services should there be a power outage that renders their FTTP line inoperable and, therefore, it should be kept charged for use in any outage, should be kept in an accessible place for such an eventuality and should not be sold or given away. Details of the expected battery life and regularity of charging required should also be explained. This information must be acknowledged, in writing, by the Subscriber.*
- h The Subscriber has the right to decline the provision of a mobile phone (after receiving the explanations in (d) and (g) above), in which event the Licensee will record, in writing, the Subscriber's reason(s) for so refusing and confirming the provision of these anterior explanations;*
- i The Subscriber does not request the installation of a battery back-up unit (to power its Optical Network Terminal) along with its FTTP installation and has acknowledged that fact in writing.*

13A.3. *The above temporary arrangements will be applicable until the end of the Pilot Period. A appropriate licence modification will be effected in order to govern the uninterruptability requirement for calls to emergency services thereafter.*

13A.4. *All written acknowledgements required by the preceding subsections shall be safely and centrally stored for 2 years, in an easily accessible place and are subject to inspection by the Authority, on request.*

**Note:** Schedule A referred to in Annexure 1 above is available on request from the GCRA at the address or e-mail addresses reflected in the Draft Decision.