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Jersey Competition Regulatory Authority,
2nd Floor,
Salisbury House,
Union Street,
St Helier,
Jersey,
JE2 3RF.

11/06/2013

For the attention of CICRA Chief Executive, Mr Andrew Risely

Dear Andrew,

"Variations to fixed-term telecommunications contracts"

Please find response below on behalf of Jersey Airtel Limited (JAL) and Guernsey Airtel Limited regarding the consultation document no. CICRA 13/27 dated May 2013.

JAL appreciates CICRA's proposal to strike a balance between preserving the commercial freedom of operators on the one hand, and its concerns regarding the scope of operators' power to vary fixed-term contracts and the manner in which customers are contacted to advise them of these variations.

JAL believe that it is the responsibility of the individual entering into a contract to take the necessary time to read the Terms & Conditions of the service/product prior to commitment. JAL clearly note in clause 17 of their General Terms & Conditions that they may amend, vary or supplement any terms and conditions of the Agreement by giving notice to the Customer in accordance with clause 14 hereof. Such amendment, variation or supplement shall have the effect of varying the Agreement or any other terms or conditions of the Service Provider in the manner stated in the publication or notice and shall be effective fifteen (15) days after the date of publication or posting of the notice unless otherwise stated. The Customer's continued use of the Service after the effective date of such notice shall constitute acceptance of the amendment, variation or supplement.

JAL publish their new and/or amended Terms & Conditions on their website for people to refer to, as and when required. In addition to this JAL send their contracted customers an SMS notification alerting them that the Terms & Conditions will be changing in 15 days (previously 30 days) and JAL advise their customer to refer to the website or to call 121 (JAL Call Center) for further details.

With regards to both CICRA's Options noted in Clause 5 in document no. 13/27, JAL prefer Option 2, however JAL would request that CICRA detail more on point b) with regards to contracts where there is a handset subsidy included.

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Please do not hesitate to contact the undersigned should you have any further questions in this respect.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Lisa Moyses', written in a cursive style.

Ms. Lisa Moyses
Head-Roaming, Legal & Regulatory Affairs