

**COMMUNICATIONS INFRASTRUCTURE LICENCE  
(COMMUNICATION TOWER)**



**GRANTED BY**

**THE NATIONAL COMMUNICATIONS AUTHORITY**

**Under Section 3(c) of the National Communications Authority Act, 2008, Act  
769**

**TO**

**XXXXXXXX COMPANY LTD**

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**CLASS I LICENCE GRANTED TO XXXXXXXX LIMITED TO PROVIDE COMMUNICATIONS INFRASTRUCTURE IN GHANA UNDER SECTION 3(c) OF THE NATIONAL COMMUNICATION AUTHORITY ACT, 2008, ACT.769**

**PART 1**

**ARTICLE 1 THE LICENCE**

1.1 The National Communications Authority (hereinafter referred to as **“the Authority”** ) being a body corporate with perpetual succession rights and a seal, established by Section 1 of the National Communications Authority Act,2008, Act 769 ( hereinafter referred to as **“the Act”**) and in exercise of the powers conferred on it by Section 3 (c) of the Act hereby grants this Licence to **XXXXXXXXXXXXX LIMITED** (hereinafter referred to as **“the Licensee”** to provide Communications Infrastructure Services (Communication Tower).

This Licence shall be known as the **“Communications Infrastructure Licence”**.

**ARTICLE 2 DEFINITIONS AND INTERPRETATIONS**

In this licence:

<b>“Act”</b>	The National Communications Authority Act, 2008, Act 769 together with all amendments thereto.
<b>“Authority”</b>	The National Communications Authority and agents appointed pursuant to the powers under the Act.
<b>“Communication Tower”</b>	A structure on which transmitting and/or receiving antenna (e) are located.
<b>“Customer”</b>	A person who has entered into a contract with the Licensee for the provision of the service, irrespective of the payment terms thereof, subject to the Licensee's terms and conditions lodged with the Authority.
<b>“EC Act”</b>	The Electronic Communications Act, 2008, Act 775.

“Effective Date”	The date this Licence is executed.
“Financial Statement”	An accounting statement the purpose of which is to set out and fairly present the costs (including capital costs), revenue and financial position of the Licensee's services including a reasonable assessment of the assets employed in and liabilities attributable to those services.
“Force Majeure”	includes any of the following circumstances: <ul style="list-style-type: none"> <li>•acts of God, riot or civil commotions;</li> <li>•strikes, lock-outs and other industrial disturbances;</li> <li>•wars, blockades or insurrection;</li> <li>•earthquake, hurricane, flood, fire or explosions;</li> <li>•outbreak of pestilence or epidemics;</li> <li>•government rationing of electricity or other wartime or emergency controls imposed by government; and</li> <li>•embargoes or trade restrictions;</li> </ul>
“Guidelines”	The Guidelines for the Deployment of Communication Towers.
“Information”	Includes but is not limited to signs, signals, texts, images, sound or data.
“Licence”	The document authorizing the operation and provision of Communications Infrastructure (Communication Tower) Services.
“Licensed Area”	The specified geographical territory within which the Licensee is licensed to operate and provide the service, which in this case shall be the terrestrial area of the Republic of Ghana.
“Licensee”	An entity registered under the laws of Ghana and duly certified to operate in Ghana.
“Regulation”	The National Communications Regulations, 2003 (L.I. 1719) and any other regulations that may subsequently be enacted;
“Net Revenue”	Gross Revenue less Value Added Tax [Gross Revenue – Value Added Tax]
“Network Service”	Any service, including the processing, transmission and/or routing of signs, signals, texts, images, sounds or data or a combination of these functions, using communication or broadcasting networks.
“Communication”	Any form of transmission, broadcast or reception of signs, signals, texts, images, sounds or data by wire, by optical means, wireless or other electromagnetic means.

"Communications Infrastructure" Physical infrastructure which would be utilized by other licensed Communications operators for providing various services. The infrastructure setup by the Licensee would be in addition to the infrastructure already setup by various Licensed Communication operators;

2.2 Unless the context otherwise requires, as used in this Licence,

- (a) "including" means "including, without limitation"
- (b) Words in the singular include the plural;
- (c) Words in the plural include the singular;
- (d) Words applicable to one gender shall be construed to apply to each gender;
- (e) The terms "hereof", "herein", "hereto" and derivative or similar words refer to this Licence, including the Schedules hereto;
- (f) "Article" means either an article including if the content so requires any or all of the Sections of an article; and
- (g) The terms "Article", "Schedule" and "Annex" shall refer to the specified Article or Schedule or Annex of or to this Licence and references to "Paragraphs" shall refer to the relevant paragraph of a specified Schedule or Annex.
- (h) For the purposes of interpreting this Licence, headings and titles to any provision shall be disregarded.

2.3 This Licence and the legal relations between the Licensee and the Authority and any claim instituted by the Licensee or the Authority with respect to matters arising under or in connection with or in respect of this Licence shall be governed by and construed in accordance with the Laws of the Republic of Ghana.

2.4. If any provision in or obligation under this Licence is considered invalid, illegal or unenforceable by a Court of competent Jurisdiction, such judicial decision must, as regards such invalidity, be strictly interpreted and shall not affect or impair the validity, legality or unenforceability of any other provision in or obligation under this Licence.

## **ARTICLE 3 SCOPE OF LICENCE**

### **3.1 Licensed Service**

3.1.1 This Licence authorizes the Licensee to establish and maintain the under listed Communications Infrastructure Facilities for lease, rental or sale to Communications Operators Licenced/ registered/authorised by the Authority in strict compliance with this Licence.

3.1.1.1 Communication Towers;

3.1.1.2 Such other Communications Infrastructure services as the Authority may authorize from time to time;

3.1.2 To facilitate the performance of the Licensed Network, the Licensee is authorized to build, erect, construct or otherwise acquire and own Communication Towers that are open to sharing by Licensed Network Service Providers.

3.1.3 The Licensee shall at all times comply with any requirements of the Republic of Ghana government authorities regarding the mounting and location of the Communication Towers, building and apparatus for the purpose of protection and safeguarding the facilities from injury or destruction.

### **3.2 Prohibition of other Communications Services**

3.2.1 For the avoidance of doubt, nothing in this Licence grants to the Licensee the right to establish or operate any Communications Network, provide any Network Service other than as set out in this Licence.

### **3.3 Licenced Area**

3.3.1 The Licensee is authorized to operate within the Licenced Area only. Nothing in this Licence provides an exclusive right to the Licensee to operate in the Licenced Area and the Authority may grant further Licences, the terms and conditions of which may not differ from the terms and conditions of this Licence in any material sense

### **3.4 Compliance with the relevant Communications Enactments**

3.4.1 The Licensee shall comply with the provisions of the Act, EC Act, Guidelines and relevant Regulations made thereto.

3.4.2 Neither the Licensee nor its officers, directors, employees, agents, or

counsel shall in any response to the Authority or any inquiry or in any application, pleadings, report or any other written statement submitted to the Authority, make any misrepresentation or willful material omission bearing on any matter within the Authority's jurisdiction.

3.4.3 Unless otherwise provided in this Licence, any notifications, service of process, petitions, claims and other Communications requested or permitted pursuant to this Licence shall be made in writing and shall be considered validly made when delivered by hand or by courier, telex or facsimile to the Licensee at the Licensee's address provided to the Authority for contact purposes and for the Authority at any of the registered offices of the Authority.

## **ARTICLE 4 LICENCE AND REGULATORY FEES**

- 4.1 In consideration for granting the Licensee the right to construct, establish, maintain and operate Communications Infrastructure Services, the Licensee shall pay all fees and charges, without any deductions whatsoever or set out in Schedule 1.
- 4.2 In the event that the Licensee fails to pay its annual regulatory fees, within the stipulated time as set out in Schedule 1,
- 4.2.1. The overdue regulatory fee shall attract interest commensurate with the commercial lending rate, commencing from the due date of payment until full payment;
- 4.3 The most recent audited account or where this is not available, the management account or any other account or projection of the Licensee's operations will be audited for the purpose of calculating the Net Revenue for the year under consideration and may be duly adjusted when the year's audited account becomes available.
- 4.4 This Licence shall remain operational for the succeeding year if payment of all fees and charges are made notwithstanding whether or not the Authority has served the Licensee with a demand notice.
- 4.5 The Authority shall determine the Licence fee payable for and in respect of any renewal of this Licence.

## **ARTICLE 5 DURATION AND RENEWAL OF LICENCE**

- 5.1 This Licence shall have tenure of ten (10) years in the first instance, commencing on the Effective Date. The Licensee shall not commence operation before the Effective Date, unless specifically authorized by the NCA.



- 5.2 The Authority may renew this Licence upon request by the Licensee for an additional term of ten (10) years, upon expiration of the initial term specified in Article 5.1 provided that none of the reasons set out in Article 6 of Schedule 2 would cause the Authority to refuse such a request for renewal.
- 5.3 Application for renewal of this Licence shall be made to the Authority not later than six (6) months before the expiry of the Licence term.
- 5.4 Where the Licensee does not wish to renew the Licence, it shall notify the Authority not later than six (6) months before the expiry of the Licence term.
- 5.5 On granting a renewal of this Licence, the Authority may, in consultation with the Licensee and in accordance with the Act, EC Act, Regulations and any other applicable statutory laws and regulations, vary the terms of this Licence if the conditions then prevailing require such variation and is reasonable to do so.
- 5.6 Renewal of this Licence shall not take effect until the Licensee has paid all Licence Fees and Annual Regulatory Fees and any other statutory fees and charges.

## **ARTICLE 6 ASSIGNMENT AND TRANSFER OF LICENCE**

- 6.1 The Licensee shall not assign, delegate, transfer or encumber in any manner the rights, interests or obligations under this Licence without the prior, express and written consent of the Authority in accordance with the provisions of the Act, the EC Act, Regulations and any other applicable statutory laws or regulations.
- 6.2 The Licensee shall not transfer or assign its Licence to another party without the prior written approval of the Authority.
- 6.3 For the avoidance of doubt, this Licence is granted to the Licensee and shall not without the prior written approval of the Authority in the manner specified in Article 4.1 of Schedule 2 be operated by any third party organization or person whomsoever, including but not limited to the Licensee's subsidiary and /or associated companies.
- 6.4 Where the Licensee seeks to transfer its Licence to another person, it shall comply with all terms and conditions of its Licence as at the date of transfer and shall have paid all outstanding fees to the Authority.
- 6.5 A person to whom a Licence is to be transferred shall apply to the Authority for a written approval to carry on the Licensed Service on the prescribed application form and shall satisfy the conditions set down by the Authority before any transfer of Licence may be considered.

- 6.6 The Authority shall act within the provisions of the Act, EC Act, Regulations and any other applicable statutory laws or regulations in determining any application for assignment or transfer of this Licence.

## **ARTICLE 7 PRE -NOTIFICATION OF CHANGES IN SHAREHOLDING**

- 7.1 Except as specified in Article 6, the Licensee shall notify and obtain the prior written approval of the Authority in respect of any change in the control of any of the shares in the Licensee to which this Article applies and any such notification shall be given as soon as practicable after the change in question is proposed.
- 7.2 The Licensee shall not be obliged to notify and/or obtain the prior approval of the Authority in respect of any such change where the number of such shares the control of which it is proposed to change when aggregated to the number of such shares the control of which has been changed at any time after the granting of this Licence (whether or not the change has previously been notified to the Authority in accordance with this Article) does not exceed 10% of the total number of shares in the Licensee to which this Article applies.

## **ARTICLE 8 APPROVAL OF JOINT VENTURES**

- 8.1 The Licensee shall give particulars of any agreements or arrangements to which this Article applies to the Authority for approval before the coming into effect of such agreements or arrangements.
- 8.2 The agreements and/or arrangements between the Licensee and any person may include:
- 8.2.1 The establishment or control of any body corporate for the purpose of:
- 8.2.1.1 The provision of Communications services in Ghana which requires a Licence; or
- 8.2.1.2 The production of Communications equipment for supply in Ghana where such production would lead to a monopoly situation which would not otherwise exist in relation to the supply of Communication equipment of any description in Ghana;
- 8.2.2 For the establishment of a partnership for any of the purposes and in any of the circumstances specified in Article 8.2.1 above;
- 8.2.3 For the purpose of providing Communications services, in the nature of a joint venture, that require a Licence.

## **ARTICLE 9      SUSPENSION, TERMINATION AND AMENDMENT OF THE LICENCE**

- 9.1 This Licence is subject to suspension, termination and amendment in accordance with the provisions in Article 6 of Schedule 2.
- 9.2 Except as provided in the Act, the EC Act or any similar legislation, in the case of a termination of this Licence pursuant to this Article 9, no compensation shall be owed or paid to the Licensee by the Authority.

## **ARTICLE 10     SUB – CONTRACTING**

- 10.1 The Licensee may employ one or more subcontractors to install and maintain, but not to operate or provide, some or all of the Licensed Service.
- 10.2 Any subcontract shall provide that the subcontractor agrees to comply with the terms and conditions of this Licence, the Regulations, the Act, the EC Act and any other applicable statutory laws or regulations.
- 10.3 The use of a subcontractor shall not relieve the Licensee of any of its obligations under this Licence.

## **PART II CONDITIONS OF LICENCE**

### **ARTICLE 11 REQUIREMENTS TO FURNISH INFORMATION TO THE AUTHORITY**

- 11.1 The Licensee shall furnish to the Authority such information as the Authority may request regarding the Licensee's Network plan, financial information, costs and accounts or any such other information as the Authority may from time to time require in connection with its responsibilities
- 11.2 The Licensee shall permit the Authority to inspect and where required to make copies of records, documents and accounts relating to the Licensee's business for the purpose of enabling the Authority to perform its functions assigned to it under the Act.
- 11.3 In making any such request the Authority shall ensure that no undue burden is imposed on the Licensee in procuring and furnishing such information and, in particular, that the Licensee is not required to procure or furnish a report which would not normally be available to it unless the Authority considers the particular report essential to enable it exercise its function.
- 11.4 Without prejudice to the provisions of Article 11.2, the Licensee shall, furnish to the Authority within six (6) months of its financial year end a Financial Statement If the Authority so requests, there will be appended to the Financial Statement a report from the Licensee's Auditor stating whether in his opinion the methods of allocation of costs, assets and liabilities are reasonable and whether the Financial Statement has been properly prepared.

### **ARTICLE 12 REFERENCE OFFER AND STANDARD PRACTICE LIST**

- 12.1 The Licensee shall lodge with the Authority for its approval, a Reference Offer and Standard Practice List (or revision thereto) ("the Reference Offer"), which sets out the standard of services that the Licensee proposes to offer or is offering.
- 12.2 The Reference Offer which shall be lodged with the Authority within three (3) months from the Effective Date of the Licence shall be the basis for the negotiation of Communications Infrastructure Service arrangement.
- 12.3 The Reference Offer lodged with the Authority must state the period (i.e. the term) for which it is to be in force. The term must not begin until approval is given by the Authority and shall not operate simultaneously with any previously approved Licensee's Reference Offer for the same service.
- 12.4 The Licensee shall provide the specified service at the charges and upon the terms and conditions so approved by the Authority and shall not depart therefrom without prior written approval by the Authority of the proposed changes.

- 12.5 The Authority shall communicate to the Licensee its decision within 45 (forty-five) days from the date of receipt of the Reference Offer by the Authority. A failure by the Authority to communicate its decision to the Licensee within the timeline herein shall be deemed to constitute an approval of the Reference Offer and the Licensee shall, in that event, be at liberty upon the expiry of that timeline to implement the Reference Offer or the revisions thereto.

## **ARTICLE 13 PRIVACY AND CONFIDENTIALITY**

- 13.1 The Licensee shall maintain the confidentiality of, and refrain from using or disclosing, any:
- 13.1.1 Confidential, personal and proprietary information obtained in the course of its business from any user, where such information originates from any such user;
  - 13.1.2 Information regarding usage of a Licensed Service;
  - 13.1.3 Information received or in connection with the operations of a Licensed Network or the provision of a Licensed Service; unless the user has given his or her consent to such use or disclosure.
- 13.2 Notwithstanding Article 13.1, the Licensee is permitted to use such confidential information to operate its Licensed Services, protect its rights or property or prevent users or other Operators or providers from the fraudulent use of the Licensed Services.
- 13.3 The Licensee shall establish and implement procedures for maintaining the confidentiality of information subject to this Article 13.

## **ARTICLE 14 PROHIBITIONS OF UNDUE PREFERENCE AND UNDUE DISCRIMINATION**

- 14.1 The Licensee shall not (whether in respect of charges, application of discount schemes, or other terms or conditions applied or otherwise) show undue preference to or exercise undue discrimination against any particular person or persons of any class or description in respect of:
- 14.1.1 The provision of services under this Licence; or
  - 14.1.2 The connection of any equipment approved by the Authority.
- 14.2 The Licensee 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 Communications associates in relation to any of the matters mentioned in Article 14.1 so as to place at a significant competitive disadvantage persons competing with that business.

- 14.3 The sharing of infrastructure with other similar Licensees and the terms and conditions thereof shall be subject to the prior approval of the Authority.

## **ARTICLE 15 INFRACTIONS AND SANCTIONS**

- 15.1 The Authority shall impose penalties for infractions of this Licence in accordance with provisions of this Licence, the Regulations, the Act, the EC Act and any other applicable statutory laws.

## **ARTICLE 16 CODE OF PRACTICE FOR CUSTOMERS**

- 16.1 The Licensee shall in consultation with the Authority prepare and publish not later than three months after the commercial launch date a Code of Practice including:

16.1.1 Guidance to their customers in respect of disputes or complaints relating to the provision of service by them and the time frame for handling complaints through this procedure;

16.1.2 Advice to such customers on charging, billing and enquiries in relation thereof; and

16.1.3 Advice and procedures on the proper use of the service by such customers.

- 16.2 The Licensee shall consult the Authority once every year about the operation of the Code of Practice.

- 16.3 The Licensee shall take all reasonable steps to ensure that its employees observe the provisions of a Code of Practice which:

16.3.1 Specifies the persons to whom they may not disclose information which has been acquired in the course of the Licensee's business about a customer of the Licensee or that customers' business without the prior consent of that customer;

16.3.2 Regulates the information about any such customer or his business that may be disclosed without his consent.

- 16.4 The Licensee shall within three months of the Effective Date submit a draft of the Code of Practice to the Authority for its approval. In the event of a disagreement between the Licensee and the Authority on the contents of the Code of Practice or any portion thereof, the Authority's ruling shall prevail.

16.5 This Condition is without prejudice to the general duties at law of the Licensee towards its customers.

## **ARTICLE 17 RESOLUTION OF DISPUTES WITH CUSTOMERS**

17.1 The Licensee shall include in the standard terms and conditions of services, provisions giving persons who have entered into contracts with it for the provision of the Licensed Undertaking the opportunity to refer to an alternative dispute resolution mechanism, instead of to a court of law, any dispute relating to the provision of these services which does not involve a complicated issue of law. The alternative dispute resolution mechanism shall be subject to consultation with the Authority.

17.2 The Licensee shall ensure that copies of all Communications Infrastructure Service agreements executed with customers are registered with the Authority. The Authority shall, in the event of a reference to it of any dispute between the parties, have recourse to the terms and conditions of such agreement to effect a settlement.

## **ARTICLE 18 ASSOCIATES**

18.1 Without prejudice to the Licensee's obligations under this Article in respect to anything done on its behalf, where:

18.1.1 Any Associate of the Licensee or member of the Licensee's Group does anything which the Licensee is prohibited from doing under this Article or fails to do anything which the Licensee is in the circumstances required to do; and

18.1.2 The Authority is of the opinion:

18.1.2.1 That in consequence the Licensee is seeking to or is in a material and substantial way avoiding obligations which would apply under these Conditions if the thing had been done or not done by the Licensee; and

18.1.2.2 That having regard to the duty imposed on it by Section 3(c) of the Act it ought to make a direction under this Article, then the Licensee shall take such reasonable steps to ensure that the Associate ceases to do that thing or otherwise to remedy the matter as the Authority directs him to take.

18.2 For the purpose of this condition, a person is an Associate of the Licensee if he is a subsidiary of or another body corporate controlled by it.

## **ARTICLE 19 JURISDICTION**

19.1 This Licence and the legal relations between the Licensee and the Authority and any claim instituted by the Licensee or the Authority with respect to matters arising under, in connection with or in respect of this Licence shall be governed by and construed in accordance with the laws of the Republic of Ghana.



## ARTICLE 20 NOTICES

20.1 Any notices or consents to be given to the Licensee shall be delivered by courier, facsimile or personal delivery to:

The Chief Executive Officer  
Name of Company  
Address of Company

20.2 Any notices or consents to be given to the Authority shall be delivered by courier, facsimile or personal delivery to:

The Director General  
National Communications Authority  
1<sup>st</sup> Rangoon Close  
P.O. Box CT 1568  
Cantonments, Accra,  
Ghana

GRANTED BY THE NATIONAL COMMUNICATIONS AUTHORITY AT ACCRA, GHANA

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR AUTHORISED SIGNATORIES TO SET THEIR HANDS HEREUNTO ON THIS  
..... (dd) OF (mm), (yyyy).

**NATIONAL COMMUNICATIONS AUTHORITY**

Signed By:

Name:

Title:

In the presence of:

Name of Witness:

Title of Witness:

**XXXXXXXXXX LIMITED**

Signed By:

Name:

Title:

In the presence of:

Name of Witness:

Title of Witness:

## **SCHEDULE 1 - FEES PAYABLE BY THE LICENSEE**

### **ARTICLE 1 LICENCE FEES**

- 1.1 The Licensee shall pay a Licence Fee of Two Hundred Thousand United States Dollars (US\$200,000.00).

### **ARTICLE 2 ANNUAL REGULATORY FEES**

- 2.1 The Licensee shall pay an annual regulatory fee in the amount of one percent (1%) of its Annual Net Revenues or Twenty Thousand United States Dollars, whichever is higher.
- 2.2 The said regulatory fee shall be payable quarterly and by the last business day of the month succeeding the quarter for which payment is being made.

### **ARTICLE 3 OTHER FEES AND CHARGES**

- 3.1 The Licensee shall pay other applicable fees or charges.

## **SCHEDULE 2 GENERAL PROVISIONS**

### **ARTICLE 1 OPERATION OF COMMUNICATION TOWER FACILITIES**

- 1.1 The Licensee shall ensure that its Communication Tower Facility does not cause any damage to, or interference with, infrastructure of any other Licensed Infrastructure Provider or Licensed Network Service Provider.
- 1.2 The Licensee shall establish its Communication Tower Facility in a manner that may not be in contravention with the Guidelines.
- 1.3 The Licensee shall provide Communication Tower Facility to Licensed Network Service Providers and any other Communications Service Provider without discrimination and on mutually agreed terms and conditions;
- 1.4 Upon being informed by the Authority that a Network Service Provider's Licence/ licence from the Authority had been suspended or terminated, the Licensee shall as promptly as practical in the circumstances, disconnect the Communications System of that Network Service Provider from the Communication Tower and discontinue providing the Communication Tower Facility etc. to that Operator, until such time as the Authority informs the Licensee that the Network Service Provider's license from the Authority has been restored or renewed.
- 1.5 The Licensee shall make its own arrangements for obtaining right of way and any other permits from government agencies and public bodies.
- 1.6 The Licensee shall grant Communications Service Providers access to its facilities on such negotiated terms that are consistent with the General Rules of Collocation contained in the Guidelines issued by the Government of Ghana.
- 1.7 Where a Communications Service Provider is denied access to the infrastructure and facilities of the Licensee, the Licensee shall notify the Authority of the reasons for such refusal and it shall be the responsibility of the Authority to determine whether or not such reasons are justifiable.
- 1.8 The Licensee shall provide a flexible space to conveniently accommodate the needs of its customers.
- 1.9 The Licensee shall in providing the Licensed Undertaking ensure the availability of fully redundant power with power distribution unit diversity, battery back-up, Uninterrupted Power Supply (UPS) and on-site generators with guaranteed fuel supply arrangements.
- 1.10 Subject to Article 1.11, the Licensee shall not intentionally interrupt provision of service without obtaining the prior written consent of the Authority and giving reasonable notice to the Customers.

- 1.11 The requirements of Article 1.10 shall not apply if the interruption or suspension is due to an emergency or to Force Majeure or to other circumstances, in the Authority's opinion, beyond the Licensee's control.
- 1.12 The Licensee shall not tap, decode or have any form of access to data streams connected to its infrastructure.
- 1.13 Subject to the provisions of Article 1.14, the Licensee shall not permit any third party other than the Authority or a person duly authorised by the Authority to have access to its sites.
- 1.14 The Licensee shall grant right of access to the authorised personnel of its clients into the building or lands occupied by the equipment subject to collocation under the supervision of the Licensee. The permitted time within which a client may have access shall be agreed and determined by the parties.

## **ARTICLE 2 DISCONTINUATION OF FACILITIES**

- 2.1 The Licensee shall not discontinue, terminate or wind up its Communication Tower Facilities unless;
  - 2.1.1 The Licensee had served a six month notice to all concerned parties and the Authority prior to winding up its Communication Tower Facilities.
  - 2.1.2 The Licensee had settled all claims, obligations, and accounts with all concerned; and
  - 2.1.3 Authority's prior written approval to such discontinuation had been obtained.

## **ARTICLE 3 QUALITY OF COMMUNICATION TOWER**

- 3.1 The Licensee shall:
  - 3.1.1 Install its Communication Tower Facilities using technology as per international standards and according to provisions of the Guidelines.
  - 3.1.2 The Licensee shall maintain supporting records for a period of three years for inspection and technical audit as and when required by the Authority.

## **ARTICLE 4 TRANSFER OF OWNERSHIP**

- 4.1 A person owning or holding a Significant Interest in the Licensee shall not sell, transfer, charge or otherwise dispose of his interest in the Licensee, or any part of his interest,

unless the prior written approval of the Authority has been obtained; such approval shall not be unreasonably withheld.

- 4.2 The Licensee shall not, unless the prior written approval of the Authority has been obtained cause, permit or acquiesce in a sale, transfer, charge or other disposition referred to in Article 4.1 of this Schedule or issue or allot any shares or cause, permit or acquiesce in any other reorganisation of its share capital that results in a person acquiring a Significant Interest in the Licensee, or a person who already owns or holds a Significant Interest in the Licensee, increasing or decreasing the size of his interest; such approval shall not be unreasonably withheld.
- 4.3 Notwithstanding anything in Article 4.2 above, where a sale, transfer, charge or other disposition referred to in Article 4.1 of this Schedule is as a result of an internal reorganisation of a Body Corporate that does not constitute ultimate transfer of control of the Licensee the prior written approval of the Authority shall not be required; and the Licensee shall, as soon as reasonably practicable, notify the Authority of the nature and extent of such sale, transfer, charge or other disposition.
- 4.4 The Authority shall, in respect of a Licensee whose shares are publicly traded on a stock exchange recognized by the Authority, waive the obligation to obtain approval under Article 4.1 of this Schedule and any such waiver shall be subject to a condition that the Licensee shall, as soon as reasonably practicable, notify the Authority of any sale, transfer, charge or other disposition referred to in Article 4.1 above.

## **ARTICLE 5 EXPIRATION AND RENEWAL OF THE LICENCE**

- 5.1 This Licence shall expire and all operating authorizations under it terminate:
  - 5.1.1 Upon the expiration of the Licence term, unless renewed in accordance with the provisions of this Licence, or
  - 5.1.2 By mutual agreement between the Authority and the Licensee.
- 5.2 Subject to Article 5.2 of this Licence, the Licence shall be renewed for a further period of ten (10) years unless the Licensee has given written notice to the Authority, at least six (6) months before the expiry date hereof, of its intention not to renew the Licence.
- 5.3 The renewal of this Licence in the manner provided in Article 5.2 of this Schedule shall be subject to the payment, within three (3) months before the expiry date of the Licence, of such Licence fees as the Authority shall specify and the fulfillment of all the terms and conditions stipulated herein including the provisions of the Regulations and the Act.

## **ARTICLE 6 SUSPENSION, TERMINATION AND AMENDMENT OF LICENCE**

- 6.1 Subject to this Article, the Authority may suspend, terminate or amend this Licence where:
- 6.1.1 The Licensee has failed to comply materially with the terms and conditions of this Licence, the provisions of the Regulations and the Act;
  - 6.1.2 The Licensee has failed to comply materially with any lawful directives of the Authority;
  - 6.1.3 The Licensee is in default of payment of any fee or other monies that is due and payable under this Licence;
  - 6.1.4 The Licensee is dissolved or goes into liquidation or ceases to operate the Licensed Service.
- 6.2 The Authority shall, before exercising the power of suspension or termination conferred by Article 6.1 above, give the Licensee adequate advance notice, in accordance with the provisions of the Act, the EC Act and the Regulations, of its intention to do so, specifying the grounds on which it proposes to suspend or terminate the Licence, and shall give the Licensee the opportunity to present its views, to remedy the breach of the provision of the Licence, and to submit to the Authority within such reasonable time as the Authority may specify (not less than thirty (30) days), a written statement of objections to the suspension or termination of the Licence, which the Authority shall take into account before reaching a decision on the suspension or termination.
- 6.3 The suspension or termination of this Licence shall take effect on the date specified by the Authority in the termination or suspension notice required under Article 6.2 above.
- 6.4 During the period that the Authority is considering exercising its power to suspend or terminate this Licence, the Licensee shall continue to operate until such time as the Authority makes a determination and, in the event that the period of the Licence comes to an end before the determination by the Authority is made, an interim renewal of the Licence, on such terms as shall be determined by the Authority, shall be granted.
- 6.5 This Licence may be amended;
- 6.5.1 By mutual written agreement of the Licensee and the Authority, or
  - 6.5.2 By the Authority, where it is required in the public interest

- 6.6 The Authority shall, before modifying or amending this Licence, give the Licensee adequate advance notice in accordance with the provisions of the Act, the EC Act and the Regulations of its intention to amend the Licence together with a draft copy of the intended modification or amendment and the date by which such amendment shall take effect.
- 6.7 The Authority shall consider any written representations or objections submitted by the Licensee, within a time period specified by the Authority but not less than thirty (30) days from the date of the written notice, before amending the Licence.

## **ARTICLE 7 INSTALLATION AND ACCESS TO LANDS**

### **7.1 Repair and Restoration**

- 7.1.1 Where the Licensee damages any utility installation in carrying out installations, it shall immediately request the utility installation owner to repair the damage to the utility installation.
- 7.1.2 The Licensee shall compensate the utility installation owner for the full cost of repair.
- 7.1.3 The Licensee shall, as speedily as possible, complete all installations and restore the land, road and public grounds, including the removal of any debris, to the satisfaction of the relevant authority; such satisfaction to be expressed in writing by the said authority.
- 7.1.4 Where the Licensee fails to comply with Article 7.1 of this Schedule, it shall be held liable for any expenditure that the relevant authority incurs in such restoration and for any other loss by any other person.

### **7.2 Access to Public Lands for Inspection and Maintenance**

- 7.2.1 The Licensee when duly authorized in writing by the relevant Ministry may, at any reasonable time, enter upon and survey any public land, other than land covered by buildings or used as a garden or pleasure ground, for the purpose of ascertaining whether the land would be suitable for use by the Licensee.
- 7.2.2 Where, in exercise of the power conferred by this Article, any damage is caused to any land or chattels, the Licensee shall repair the damage or pay to every person interested in the land or chattels, compensation in respect of the damage. Where as a consequence of the exercise of that power, any person is disturbed in his enjoyment of any land or chattels, the Licensee shall pay to that person compensation in respect of the disturbance.



7.2.3 In engaging in the inspection of land, installation of Communications Infrastructure Facilities, or maintenance of Communications Infrastructure Facilities, the Licensee shall take all reasonable steps to act in accordance with good engineering practice, to protect the environment, to protect the safety of persons and property, and to ensure that the activity interferes as little as practicable with the operations of a public utility, roads and paths, the movement of traffic, and the use of public grounds and other land or waterways.

## **ARTICLE 8 APPROVALS OF EQUIPMENT**

- 8.1 The Licensee shall ensure that all its Equipment are approved by the Authority or a body approved by the Authority prior to the commissioning or commercial use (whichever is earlier) of such equipment and shall obtain all necessary compliance certificates in accordance with the Guidelines.
- 8.2 The Licensee shall further ensure that it complies with the provisions of Article 8.1 in respect of all new Equipment procured or constructed by it after the Effective Date of this Licence.
- 8.3 Prior to the development of any of its sites in a community howsoever, the Licensee shall ensure that it obtains the prior written approval of the Authority, the appropriate governmental Agencies and the community if possible, as to the compliance of the site(s) specifications.
- 8.4 The Licensee shall at all times ensure that it fully cooperates with the Authority and the appropriate governmental Agencies in carrying out its assigned duty to audit and conduct integrity/technical checks on all Communication Towers before deployment.

## **ARTICLE 9 TECHNICAL REQUIREMENTS**

- 9.1 The Licensee shall comply with the technical standards specified by the Authority in the Guidelines.
- 9.2 The Licensee shall not alter any of these specifications except with the prior written approval of the Authority and the appropriate governmental agencies.

## **ARTICLE 10 SECURITY OF FACILITIES**

- 10.1 The Licensee shall have in place appropriate security features designed to protect the site, infrastructure and equipment against external threats such as theft and sabotage as specified in the Guidelines
- 10.2 The Licensee shall provide precautionary measures for protecting equipment against

external interferences such as fire, power surges, static electricity and thunderbolt, and for minimizing damages resulting from these interferences.

## **ARTICLE 11 INSTALLATIONS AND MANAGEMENT OF INFRASTRUCTURE**

11.1 The Licensee shall ensure that management of installation service shall be undertaken only by qualified/experienced team of engineers capable of providing comprehensive support for rapid and reliable deployment of equipment.

## **ARTICLE 12 LIMITATIONS**

12.1 This Licence does not permit the Licensee to provide active infrastructure for sharing by service providers such as switching systems and radio network systems or other infrastructure as may from time to time be specified by the Authority.

12.2 The Licensee is prohibited from providing or operating any other services:

12.2.1 Which is not expressly included within the scope of this Licence; or

12.2.2 For which a separate Licence has not been issued by the Authority

12.3 The services must not be used for activities not in compliance with the conditions of Licence nor in contravention of the provisions of the Act, the EC Act, the Regulations or any successive legislation thereto.

## **ANNEXURE 1**

### **COMMENCEMENT OF OPERATION AND PENALTY FOR FAILURE TO COMMENCE WITHIN STIPULATED TIME FRAME**

- 1 The Licensee shall commence operation not later than 24 months from Effective Date of the Licence
- 2 Failure to commence operation as stated in (1) above shall attract a penalty including a revocation of this Licence.