

# **Retail Tariff Regulation**

**April 2016**

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**Decision No. 27/2016 issuing the Retail Tariff Regulation (Price Control)**

Pursuant to the Telecommunications Regulatory Act issued by the Royal Decree No. 30/2002; and  
The Executive Regulation of the Telecommunications Regulatory Act issued by the Ministerial Decision No.144/2008; and  
The Decision No. 69/2012 on the Ex-ante regulations (Regulation of Dominance); and  
The Decision No. 70/2013 regarding Ex-Post Regulations (Anti-Competitive Behavior); and  
The Decision No. 113/2008 issuing the Procedures and Rules Regulating the Promotional Offers of Telecommunications Services; and  
The approval of TRA Board of Directors at its meeting No. 1/2016 dated 4.1.2016; and  
Based on the exigencies of the public interest;

**It is decided:**

**Article 1:** The provisions of the attached Regulation shall apply in respect of the regulation of Retail Tariff.

**Article 2:** The Decision No. 113/2008 issuing the Procedures and Rules Regulating the Promotional Offers of Telecommunications Services referred to shall be revoked as well as all that is contravening with this Regulation or contrary to its provisions.

**Article 3:** This Decision shall be published in the Official Gazette and shall come into force from the day following the date of its publication.

**Issued on:** 5 Rajab 1437 H

**Corresponding to:** 13.4.2016

**Mohammed Bin Hamad Al-Rumhi**

**Chairman of Board of Directors**

## Chapter One

### DEFINITIONS AND GENERAL PROVISIONS

**Article 1:** In the application of the provisions of this Regulation, the following words and expressions shall have the meanings set out against them unless the text otherwise requires:

1. “*Permanent Offer*” means an offer of Tariff for the provision of a telecommunications service that does not include a condition that it shall cease to operate on a specified date;
2. “*Temporary Promotional Offer*” means an offer of Tariff for the provision of a telecommunications service that includes a condition that the period of offer or the period of utilizing the offer shall cease to operate on a specified date;
3. “*Consumer*” means any person provided with, or requesting to be provided with telecommunication services from a licensee for its own use, and not for the provision of a public telecommunications service;
4. “*Retail Market*” means a market for the provision of public telecommunications services to end-user Consumers, which are not themselves providers of telecommunications services, and which is defined by the Authority as a relevant market;
5. “*Dominant Licensee*” means a licensed telecommunications service provider that has been formally determined to be so by a decision of the Authority in a relevant Retail Market;
6. “*Tariff*” means any charge levied by a licensee for provision of its retail services to Consumers and the related terms and conditions. The term Tariff shall cover both Permanent Offers and Temporary Promotional Offers.
7. “*Tariff Number*” means the number given by a licensee to identify each Tariff when applying for Tariff approval or filing a Tariff proposal.

**Article 2:** This Regulation shall be applicable on all licensees who are providing Public Telecommunications Services to Consumers.

**Article 3:** Compliance with the provisions of this Regulation shall be without prejudice to any other obligations provided for in the applicable laws and regulations of the Sultanate, including the Authority’s Guidelines on International Roaming Tariff.

**Article 4:** The Authority may issue necessary guidelines, decisions, directions or instructions, as and when required, to implement the provisions of this Regulation.

## Chapter Two

### LICENSEE TARIFF

#### SECTION 1: DOMINANT LICENSEE TARIFF

##### **First: Provisions for the Application for Approval of Tariff**

**Article 5:** The Dominant Licensee shall not implement a new proposed Tariff, amend an existing Tariff or cancel an existing Tariff except after obtaining a written approval for the same from the Authority, based on the Dominant Licensee's application in the form annexed to this Regulation.

**Article 6:** The Dominant Licensee shall not offer two or more retail services together as a bundle or tie, where one of which is a service under a Retail Market in which it is determined to have a dominant position by the Authority, except after obtaining the Authority's approval for this bundle or tie pursuant to the provisions of this Regulation.

**Article 7:** The Dominant Licensee shall, at the time of submitting an application of Tariff for Approval, prove to the Authority that other licensees have been, or shall be, provided with corresponding wholesale services, where applicable, at fair and reasonable commercial terms, to enable those licensees to replicate the Tariff of Dominant Licensee.

**Article 8:** The Dominant Licensee shall not advertise a telecommunications service, offer a telecommunications service or seek to charge a Tariff for a telecommunications service unless and until the Tariff for that service has been approved by the Authority in accordance with this Regulation.

**Article 9:** The application for implementing a new proposed Tariff or amending an existing Tariff shall include the following information:

- (a) the bases on which the proposed Tariff has been set and evidence to support the setting of the Tariff on the bases claimed;
- (b) cost data and calculations which show the average avoidable cost and average total costs associated with the proposed Tariff in sufficient detail and which enable the Authority to be satisfied that the proposed Tariff shall not result in predatory pricing or excessive pricing by the Dominant Licensee;
- (c) cost data and calculations which show the margin that will be achieved for the proposed Tariff in sufficient detail and which enable the Authority to undertake an imputation assessment to ensure that a margin squeeze shall not result after taking account of the regulated charges that apply to wholesale service inputs needed to provide the retail service; and
- (d) where the proposed Tariff is a bundle or tie, cost data and calculations of the component services that make up the bundled or tied Tariff in sufficient detail to enable the Authority to undertake, as appropriate:

- (i) a predatory bundle or tie assessment to test whether the bundle or tie can be economically replicated by other licensees; and
- (ii) an exclusionary bundle or tie assessment in circumstances where the bundle or tie is not replicable by other licensees.

**Article 10:** The application for cancelling an existing Tariff shall include the following information:

- (a) where the cancellation of a Tariff is associated with the introduction of a new Tariff, details of that new Tariff. If the new Tariff is subject to an application for cancellation then the Authority shall deal with both the new Tariff approval application and the Tariff cancellation application together;
- (b) the proposed arrangements for refunding credits or pre-payments associated with the Tariff which is proposed to be cancelled, or, for applying such credits or pre-payments to the Consumer's account in relation to new or other Tariff after obtaining approval of the Consumer;
- (c) in case of Permanent Offer, the details of the extent to which the Permanent Offer is currently subscribed, including the number of Consumers involved and the volume of the services being used, and details of the alternative Permanent Offers that may be subscribed instead by the Consumers who are currently availing the existing Permanent Offer and the Tariff Numbers for those Permanent Offers.

**Article 11:** The Dominant Licensee shall not commence a Temporary Promotional Offer within six (6) months of the cessation of a substantially similar Temporary Promotional Offer other than under exceptional circumstances and with the written Approval of the Authority and subject to such conditions that the Authority sees fit, including, without limitation, a condition that the Temporary Promotional Offer becomes a Permanent Offer and ceases to be a Temporary Promotional Offer. Without limitation, in determining whether Temporary Promotional Offers are substantially similar, the Authority may take into consideration the substance, target audience, duration, eligibility and extent of discount.

## **Second: Approval of Tariff**

**Article 12:** On receipt of an application for Approval of Tariff, the Authority shall evaluate the application within fifteen (15) working days of receipt of the application. In cases, where the Dominant Licensee does not receive any response from the Authority within such period, the application shall be deemed to be approved by the Authority.

**Article 13:** The Authority reserves the right to extend the evaluation period of fifteen (15) working days under Article (12) above by written notice to the Dominant Licensee for reasons relating to the nature of the information provided by the Dominant Licensee in terms of volume or technical complexity.

**Article 14:** When evaluating the application to implement a new proposed Tariff, the Authority may take account of the following considerations:

- (i) whether the information provided with the proposed Tariff would enable a Consumer to calculate the cost that the Consumer will incur for any given level of use of the service;
- (ii) whether the information provided suggests that the Dominant Licensee has retained any undue discretion in the application of the Tariff;
- (iii) whether there is an appreciable risk of abuse of dominance or other anti-competitive behaviour such as, but not limited to, the following:
  - I. price discrimination;
  - II. predatory pricing;
  - III. margin squeeze;
  - IV. excessive pricing; and
  - V. bundling or tying of services where the terms on which the bundle or tie is offered are anti-competitive, or the components of the bundle or tie are not available separately to Consumers, or the bundle or tie cannot be replicated by other competing licensees.
- (iv) whether the information provided in the application, including any specific conditions applying to the Tariff, suggests that there is an appreciable risk of the proposed Tariff being applied discriminatorily or unfairly.

**Article 15:** If the application relates to amendment of an existing Tariff, the Authority may take account of the following considerations:

- (i) the considerations listed in Article (14) above;
- (ii) whether the proposed treatment of Consumers who have subscribed to the Tariff before the amendment is not discriminatory and is otherwise fair and reasonable in all the circumstances; and
- (iii) whether the proposed notification and communications arrangements are fair and reasonable in all the circumstances.

**Article 16:** If the application relates to cancellation of an existing Tariff, the Authority may take account of the following considerations:

- (i) whether the proposed cancellation of the Tariff is fair in all the circumstances having regard to the alternatives that will be open to existing Consumers;
- (ii) whether the information provided suggests that the Dominant Licensee has retained any form of discretion in the manner in which the proposed cancellation of the Tariff is to be implemented;
- (iii) whether there is an appreciable risk of abuse of dominance in the treatment of existing Consumers;
- (iv) whether the information provided with the application, including any specific conditions relating to the cancellation of the Tariff, suggests that there is an appreciable risk of the cancellation being applied discriminatory or unfairly; and
- (v) whether the proposed notification and communications arrangements are fair and reasonable in all the circumstances.

**Article 17:** The Authority, in its sole discretion, may relax the requirements of Article 14 (iii) above for Temporary Promotional Offers, after taking into account the time period of offer, its effect on the interests of Consumers and on competition sustainability.

**Article 18:** The Authority may respond to an application for Approval in any one of the following ways:

- (a) Reject the application and notify the Dominant Licensee of reasons of rejection;
- (b) Seek further information from the Dominant Licensee; or
- (c) Approve the application.

**Article 19:** The Authority may reject an application if it fails to meet requirements of the Authority pursuant to the provisions of this Regulation.

In all cases, the Authority may refer the application back to the Dominant Licensee to provide the Authority with the additional information it deems necessary to assess and review the application.

**Article 20:** If the Dominant Licensee does not provide the Authority with additional information or respond to questions raised by the Authority within thirty (30) working days or a longer period as indicated by the Authority, the application shall be deemed to have lapsed and the Dominant Licensee shall, if it intends to do so, submit the application afresh in accordance with this Regulation.

**Article 21:** The Authority may suspend the evaluation of the application until the requested additional information is provided. The relevant period in Article (12) shall restart each time the Authority requests additional information.

**Article 22:** The Authority, while granting Approval, may at its discretion incorporate minor amendments in the Tariff in consultation with the Dominant Licensee.

**Article 23:** If a Tariff has not been approved by the Authority, Consumers shall not be charged for the services to which the Tariff relates and shall not be compelled in any way by the Dominant Licensee to pay for the service.

**Article 24:** Where the amended Tariff of a Dominant Licensee results in increasing the effective Tariff for existing Consumers in the view of the Authority, the Dominant Licensee shall be required to notify all existing Consumers who use the service at least one billing cycle or thirty (30) calendar days, whichever period is longer, before such amendment takes effect.

**Article 25:** If the Dominant Licensee wishes to delay the date of implementation, amendment or cancellation of Tariff within sixty (60) calendar days from the date of the Authority’s approval to implement, amend or cancel the Tariff, as the case may be, the Dominant Licensee shall notify to the Authority the date on which it actually implements, amends or cancels the Tariff. However, if the Dominant Licensee wishes to delay the date of implementation, amendment or cancellation of Tariff beyond sixty (60) calendar days from the date of the Authority’s approval to implement, amend or cancel the Tariff, as the case may be, it shall seek a further Approval from the Authority after following the same procedures set out in this Regulation before the expiry of sixty (60) calendar days.

**Article 26:** The original Approval of the Authority to implement, amend or cancel a Tariff shall be considered cancelled:

- (a) if the Dominant Licensee does not seek further Approval from the Authority to delay the implementation, amendment or cancellation of Tariff pursuant to the provisions of Article (25) of this Regulation;
- (b) if the Authority asks the Dominant Licensee to implement, amend or cancel the original Tariff within a time period allowed by the Authority which the Dominant Licensee fails to do.

**SECTION 2: NON-DOMINANT LICENSEE TARIFF**

**Article 27:** The Non-Dominant Licensee shall file with the Authority all proposals to implement new Tariff, amendments, cancellations of existing Tariff and all related information in the form annexed to this Regulation.

**Article 28:** The implementation of a new Tariff proposal, amendment or cancellation must comply with the transparency and other requirements provided for in this Regulation.

**Article 29:** The implementation of Tariff shall occur at the times stated in the application and, in the case of a Temporary Promotional Offer, cease at the time stated in the application.



## Chapter Three

### TARIFF TRANSPARENCY AND OTHER REQUIREMENTS

#### SECTION 1: TARIFF TRANSPARENCY

**Article 30:** Upon publication of Tariff, the licensee shall:

- (a) enable Consumers to calculate the amounts that they will have to pay for services and any terms and conditions which will apply to the application of Tariff, including discounts;
- (b) facilitate the comparison of Tariff and the related services by Consumers; and
- (c) enable Consumers to understand and reconcile billing for services with published Tariff.

**Article 31:** The Dominant Licensee shall publish the applicable Tariff on its website and make available access to a hard-copy register of current Tariff at its main place of business to which the public has access. For the protection of its commercial confidentiality, the Dominant Licensee need not publish the related Tariff details until the day the Tariff comes into effect.

**Article 32:** The licensee shall ensure that current, accurate, complete, accessible and easily understood information is available to Consumers about their Tariff, including, without limitation:

- (a) service description;
- (b) details of each relevant tariff and tariff component, as well as applicable discounts or other elements of the Tariff; and
- (c) sufficient information to enable a Consumer to be able to calculate the charges that the Consumer will pay for any particular usage of the service associated with the Tariff.

**Article 33:** If the limitations of a particular medium or format prevent a licensee from publishing all the details relevant to a Tariff, the licensee shall provide a clear reference to where a Consumer may access full information relating to the Tariff.

**Article 34:** The licensee shall ensure that all general terms and conditions that apply to their Tariff are published and available for free in electronic and hard copy formats accessible to all Consumers.

**Article 35:** All Tariff information shall be clear and legible in the publishing format used by the licensee. Without limitation the licensee shall adhere to the following:

- (a) take into consideration the accessibility of the information about Tariff and services to Consumers with special needs;
- (b) shall not abuse the trust of Consumers or exploit their inexperience or lack of knowledge in the way that technical terms and technology comparisons are used in information provided to Consumers, and;
- (c) Advertisement of Tariff and related services shall not be misleading and must present what is being offered. All conditions of offers must be explicitly and unambiguously stated; and
- (d) Superlative forms of words, such as, without limitation, “lowest rates”, “widest coverage”, or “best network”, shall not be used unless the licensee has proof readily available to substantiate its claim in an objective manner.

**Article 36:** The licensee shall clearly indicate any limitations or constraints affecting usage of the services, such as; a fair usage policy.

**Article 37:** The licensee shall not label a Tariff plan as “unlimited usage of a service” if there is a limit to the number of calls, minutes of use, data volumes or other service measure being used.

**Article 38:** A validity period for credit or usage shall be clearly indicated in the information published for any Tariff. If a Consumer is opting to subscribe to a Tariff or is using a handset system to opt into a Tariff plan, the Consumer shall be informed of the details of the validity period of the credit or Tariff plan, and the Consumer shall give their direct and voluntary approval to the terms and conditions.

**Article 39:** The licensee shall clearly describe in all printed and electronic media used to explain or promote Tariff related to plans or bundles the conditions under which added time or credit may be used, including, without limitation:

- (a) The call types that are included in the plan or bundles, such as; on-net and off-net calls;
- (b) calls that may be excluded;
- (c) whether unused time or credit is carried forward to the next and subsequent billing periods;
- (d) expiry time for the credit, if any; and
- (e) the time of day when included time or credit can be used.

**Article 40:** The licensee shall provide Consumers with an easy-to-use and practical means of monitoring their usage of services to enable Consumers to better control their own usage in any period.

**Article 41:** Promotional advertising material shall contain the licensee's identity and contact details.

## **SECTION 2: PROVISION OF SERVICES ON FREE TRIAL BASIS**

**Article 42:** The licensee is prohibited from charging Consumers for services supplied on a free trial basis.

**Article 43:** If a licensee has provided a Consumer with services on a free trial basis the licensee shall not charge the Consumer for such services provided after the end of the free trial period unless:

- (a) the licensee has notified the Consumer in writing of the date on which the free trial period will end, in advance of the relevant date; and
- (b) the licensee has obtained the express agreement of the Consumer to continue the service after the expiry of the free trial on the applicable Tariff, terms and conditions notified to the Consumer.

## **SECTION 3: AUTOMATIC RENEWALS**

**Article 44:** The licensee shall clearly inform Consumers prior to the end of the subscription period for a service that the service subscription will be renewed upon expiry only with the consent of the Consumer and shall advise Consumers of the manner in which their consent can be obtained.

**Article 45:** Where a Tariff is made on a trial basis to enable Consumers to evaluate the service before subscribing to the offer, the continuation of the offer after the conclusion of the trial period shall only be carried out if the Consumer has agreed to such continuation during the trial period. The licensee shall advise Consumers of the manner in which their agreement can be given.

## **SECTION 4: USAGE LEVELS**

**Article 46:** Where a Tariff includes a usage limit, the licensee shall provide the Consumer with a notification when the Consumer's usage has reached a certain limit as prescribed by the Authority from time to time.

**Article 47:** The licensee shall advise Consumers subject to a usage limit that they will receive notification when their usage reaches the prescribed limit and the manner in which the notification will be made.

**Article 48:** In cases where the usage limit is re-set at regular intervals, such as monthly, the licensee shall include the re-set date in notifications of the prescribed usage of the limit.

## **SECTION 5: SERVICE TERMINATION OR CANCELLATION BY A CONSUMER**

**Article 49:** The licensee may enter into agreements with Consumers under which they provide the Consumer with a discount or special consideration in return for the Consumer's agreement to commit to a minimum service period or a minimum revenue commitment, provided that the terms of such an agreement are included in a current registered Tariff.

**Article 50:** Agreements of the kind referred to in Article (49) above may contain provisions providing for termination liability in the event that the Consumer terminates the agreement or cancels the service prior to the agreed termination date, provided that the amount of any early termination liability must be reasonably related to the extent of the discount or special consideration that the licensee has provided and to the length of the period for which the Consumer contracted the service.

**Article 51:** If in the case of an early service cancellation or agreement cancellation the Consumer has made an advance payment for the service, the licensee shall make arrangements for repayment of that part of the advance payment that relates to the unused contractual period, after adjustment for any termination liability payment that complies with the requirements in Article (50) of this Regulation.

## **SECTION 6: OFF-NET CALLS**

**Article 52:** Where a licensee's charges for off-net calls are higher than charges for on-net calls, the licensee shall implement a clear arrangement to enable Consumers to determine in advance of calling a number whether a call to that number would be a call terminated on the network of another licensee. The arrangement devised by the licensee shall be published by the licensee in a manner to readily inform all Consumers.

## **SECTION 7: ROAMING SERVICES AND CHARGES**

**Article 53:** A licensee shall send an SMS to its Consumers whose services are registered as roaming on other mobile networks:

- (a) alerting the Consumers to the applicable roaming charges for voice call and data services; and
- (b) providing Consumers with instructions on how to turn on and off data roaming functions on their mobile devices if they wish to avoid, or minimize their liability for, roaming charges.

## **SECTION 8: QUIZZES, COMPETITIONS AND PRIZES**

**Article 54:** The licensee may only use quizzes, competitions and prizes as part of the marketing or promotion of their services and offers where participation by Consumers in the quiz, competition or prize-giving is associated with the purchase or usage of, or subscription to, a service by that Consumer, and shall not result in an increase in the

effective price of services for a Consumer who enters into quizzes, competitions and prizes.

**Article 55:** A licensee using quizzes, competitions or prizes as part of the marketing or promotion of its services and offers, must include the following information in its relevant promotion material or advertising:

- (a) the closing date for participation in quizzes, competitions or prizes;
- (b) a full description of the service, promotion or offer clearly and accurately in terms that will be readily understood by the Consumers concerned;
- (c) any restrictions on the number of entries or prizes;
- (d) a full description of the prizes, the eligibility criteria, proof-of-purchase, special permissions associated with minors or others, and limitations on participation;
- (e) whether a cash alternative can be substituted for any prize;
- (f) how and when results will be published; and
- (g) the way in which prizes will be delivered to prize-winners.

**Article 56:** A licensee using quizzes, competitions or prizes as part of the marketing or promotion of its services and offers:

- (a) must not offer any information that falsely describes the chances of winning a quiz, competition or prize, or raise false expectations in that regard; and
- (b) must ensure that the price that will be charged for the service subject to the quiz, competition or prize-giving shall be clearly stated by the licensee.

## Chapter Four

### MISCELLANEOUS PROVISIONS

#### **SECTION 1: TARIFF EVALUATION PROVISIONS AND RESOLUTION/ VALIDITY OF TEMPORARY PROMOTIONAL OFFERS**

**Article 57:** The application for Tariff Approval or filing of Tariff proposal shall not be considered received by the Authority where a Tariff proposal is submitted for a new service, except after taking the appropriate procedure by the relevant regulatory divisions of the Authority. This involves evaluation or clearance of technical issues or security arrangements, frequency spectrum issues, type approval, legal review of third party agreements, or other non-Tariff matters.

**Article 58:** All applications for Tariff Approval or filing of Tariff proposal shall be in electronic format followed by a hardcopy duly signed and stamped by the licensee.

**Article 59:** The period during which a Temporary Promotional Offer shall be in force shall not exceed ninety (90) calendar days from the commencement of the Temporary Promotional Offer.

#### **SECTION 2: TARIFF REGISTER**

**Article 60:** The Authority shall maintain a current register of Tariff at its main public office for public inspection.

**Article 61:** The Authority shall proceed with the Registration of the Tariff in the Tariff Register after its Approval and Filing, as the case may be.

**Article 62:** In order to protect the commercial confidentiality of the Licensee involved, the Authority shall not include an Approval or a Filing on the register before the effective day on which the Tariff comes into effect.

**Article 63:** The Registration of a specific Tariff shall not be changed unless the Approval or the related Filing has been amended or cancelled.

#### **SECTION 3: TARIFF RE-ASSESSMENT**

**Article 64:** The Authority may at any time after a Tariff has been approved or filed, either on its own initiative or in response to a request from a licensee or an interested third party, including a Consumer, re-assess the appropriateness of Tariff and determine whether it should continue, be amended or be cancelled.

**Article 65:** The Authority may, at any time and on its own initiative, consider a re-assessment where:

- (a) the information provided by the Licensee was incorrect or misleading in a in the view of the Authority;

- (b) the Tariff is detrimental to the interest of Consumers;
- (c) the Tariff is likely to lessen, distort or eliminate competition in the market;  
or
- (d) the Tariff is not in compliance with this Regulation.

## **Chapter 5:**

### **PENALTIES**

**Article 66:** The Authority reserves the right to impose any of the fines provided for in Article (51) Repeated of the Telecommunications Regulatory Act in the event of violating the provisions of this Regulation, taking the following factors into consideration:

- (a) the severity of the breach;
- (b) the impact of the breach in terms of the numbers of Consumers affected and the amount of revenue involved;
- (c) whether the breach has continued for a long time;
- (d) whether the licensee has been warned of the breach or failed to take any opportunity given by the Authority to rectify behaviour resulting in the breach;
- (e) whether the licensee has committed similar breaches in the past;
- (f) the readiness displayed by the licensee to cooperate with the Authority to terminate the breach and to rectify the situation caused by the breach, once it was identified; and
- (g) the likely effect of the fine or penalty to discourage similar breaches in the future by the licensee concerned and by other licensees.

**Article 67:** Without prejudice to the provisions of Article (66) of this Regulation, in the event of a breach by the licensee to the provisions of this Regulation the, Authority may, without limitation:

- (a) suspend or cease implementing the Tariff;
- (b) make refunds to affected Consumers; or
- (c) take any other appropriate measures necessary in order to cancel the Tariff or rectify the breach.



### Form of Tariff Application

Identification of the Licensee	<ul style="list-style-type: none"> <li>➤ Name, contact details and relevant license number of the licensee making the submission.</li> <li>➤ Name, position and contact details of the person responsible for addressing any questions or queries from the Authority.</li> </ul>
Identification of the Tariff	<ul style="list-style-type: none"> <li>➤ Marketing/brand name of the Tariff.</li> <li>➤ Type of Tariff: <ul style="list-style-type: none"> <li>▪ Permanent or Promotional</li> <li>▪ Bundled or Standalone</li> <li>▪ Pre-paid or Post-paid</li> </ul> </li> <li>➤ Tariff Number</li> </ul>
Target Customer	<p>Market segment targeted by the Tariff, e.g., whether it is aimed at:</p> <ul style="list-style-type: none"> <li>➤ residential or corporate customers. If for corporate customers, whether it is limited to corporate customers of a certain size or meeting some other conditions.</li> <li>➤ Prepaid or Postpaid customer , or both.</li> </ul>
Purpose	<ul style="list-style-type: none"> <li>➤ Indicate whether the application relates to a new Tariff, the amendment of an existing Tariff or cancellation of an existing Tariff.</li> <li>➤ In case of amendment or cancellation of an existing Tariff, the licensee must identify the relevant existing Tariff, along with its Tariff number, and provide details of, and reasons for, such amendment or cancellation.</li> </ul>
Validity Period	<p>Proposed launch date of the Tariff.</p> <p>In case of a Temporary Promotional Offer, also indicate the end date of Tariff and total duration of the Tariff.</p>
Type of Service	<p>Classification of service, for example:</p> <ul style="list-style-type: none"> <li>▪ Bundled or Standalone</li> <li>▪ Fixed or Mobile</li> <li>▪ Data Service</li> <li>▪ Local or international voice calls service.</li> <li>▪ Any other services.</li> </ul>
Service	Description of service
Tariff	<p>Description of the structure and charges in the manner to be communicated to consumers.</p> <p>The description must be comprehensive and sufficient to allow a full understanding of the Tariff. The description must include any service, handsets, equipment or any other benefits which will be part of the Tariff.</p> <p>The description must contain a detailed description of the structure of charges the consumer may have to pay including, in particular, the following elements insofar as they are applicable to the Tariff in question:</p> <ul style="list-style-type: none"> <li>➤ Service installation or activation fees</li> <li>➤ Line rental fees and their periodicity (i.e. per month)</li> <li>➤ Fixed (recurring) fees and their periodicity (i.e. per month)</li> <li>➤ Included volumes of services that can be consumed without incurring any additional fees</li> </ul>

	<ul style="list-style-type: none"> <li>➤ Tariffs applicable to services charged on a per usage base or for exceeding quotas above the included volumes</li> <li>➤ Any factor which may alter the applicable tariffs</li> </ul> <p>If the Tariff incorporates a discount or subsidy on a terminal or customer-premise equipment, the licensee must state the applicable discount.</p>
Terms and Conditions	<p>Provide detailed terms and conditions applicable to the Tariff.</p> <p>Indicate whether the Tariff has an associated minimum commitment period, if so, its duration and penalties in case of early termination.</p>
Additional Information	<p>Any additional information or document that can help ensure a proper understanding of the Tariff, such as technical descriptions etc.</p>
Confirmations	<p>Express confirmation that:</p> <ul style="list-style-type: none"> <li>➤ all technical issues, security arrangements, frequency spectrum issues, type approval, standard customer agreement, third party agreements, or other non-Tariff matters have been evaluated, cleared or otherwise resolved. <i>[Only applicable for new services]</i></li> <li>➤ other licensees have been, or shall be provided with corresponding wholesale services, where applicable, both in terms of actual service availability and fair and reasonable commercial terms, to enable those other licensees to replicate the Tariff. (Details of such arrangements to be provided with the application). <i>[Only applicable for new and amended Tariff of dominant licensees]</i></li> <li>➤ all existing consumers subscribed to the existing Tariff shall be notified at least one billing cycle or 30 calendar days, whichever period is longer. (Details of arrangements for such notification, and migration plan to be provided with the application). <i>[Only applicable for amendments and cancellations]</i></li> <li>➤ the Tariff complies with the transparency and other requirements provided in chapter 3 of the Regulation.</li> </ul>
Supporting Information	<p>The dominant licensee shall provide all supporting information as required under the Regulation including, but not limited to, cost data and calculations as attachment to this application.</p>

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_