

SCHEDULE 2

SCHEDULE 1: CONDITIONS INCLUDED UNDER SECTION 7 OF THE ACT

PART C:

EXCEPTIONS AND LIMITATIONS ON OBLIGATIONS IN SCHEDULE 1

Condition 15

EXCEPTIONS AND LIMITATIONS ON OBLIGATIONS IN SCHEDULE 1

15.1 Unless the context otherwise requires and subject to paragraph 15.8, the Licensee's obligations under these Conditions have effect subject to the following exceptions and limitations.

15.2 The Licensee is not obliged to do anything which is not practicable.

15.3 The Licensee shall not be held to have failed to comply with an obligation imposed upon it by or under these Conditions if and to the extent that the Licensee is prevented from complying with that obligation by any physical, topographical or other natural obstacle, by the malfunction or failure of any apparatus or equipment owing to circumstances beyond the control of the Licensee, by the act of any national authority, local authority or international organisation or as the result of fire, flood, explosion, accident, emergency, riot or war.

15.4 The Licensee shall not be obliged to connect, or to keep connected to the Applicable Systems, or to permit to be so connected or kept connected any telecommunication system or telecommunication apparatus or to provide any telecommunication services or to permit the provision of any service if the person to or for whom that is done or is to be done:

- (a) has not entered or will not enter into a contract for the purpose with the Licensee for reasons other than the unreasonable refusal of the Licensee to agree terms for the purpose but this paragraph does not apply in a case where the Director is satisfied that:
 - (i) the Licensee has not published standard terms and conditions which it proposes to apply for the purpose in question, or the transaction is not fit to be governed by such terms and conditions; and
 - (ii) the Licensee has unreasonably refused to agree terms and conditions for this purpose;
- (b) is, or in the Director's opinion has given reasonable cause to believe that he may become:
 - (i) in breach of a contract with the Licensee for the provision of telecommunication services by the Licensee; or
 - (ii) in default in regard to any debt or liability owed to the Licensee in respect of any such contract;
- (c) is using, or permitting the use of, apparatus so connected for any illegal purpose or has done so in the past and is likely to do so again; or
- (d) has obtained, or attempted to obtain any telecommunication service from the Licensee by corrupt, dishonest or illegal means at any time.

15.5 Nothing in these Conditions shall prevent the Licensee from withdrawing from, or declining to provide to, any person any telecommunication service which the Licensee has notified the Director that it is providing in a limited area, or to a limited class of customers, for the purpose of evaluating the technical feasibility of, or the commercial prospects for that service.

Status: This is the original version (as it was originally made).

15.6 Nothing in these Conditions shall require the Licensee to provide any telecommunication service, or to provide any telecommunication service of any particular class or description, if it provides instead a service, or a service of a class or description which satisfies the purposes of that requirement at least to the same extent.

15.7 This Condition shall apply without prejudice to any limitation or qualification of the requirements imposed by or under any other Condition.

15.8 This Condition does not apply to:

Condition 1 (Requirement to provide Connection services);

Condition 5 (Accounting Separation for special or exclusive rights in non-telecommunication sectors);

Condition 6.4 (Requirement to Furnish Information to the Director);

Part A (Operators with Significant Market Power for the purpose of the Interconnection Directive);

Part B (in relation to Part A services).

15.9 Only paragraphs 15.1, 15.2, 15.3 and 15.7 apply to:

Conditions 6.1, 6.2 and 6.3 (Requirement to Furnish Information to the Director);

Condition 8 (Licensee's Group);

Condition 9 (Payment of fees).