



**COVER NOTE ISSUED BY
THE INFO-COMMUNICATIONS DEVELOPMENT AUTHORITY OF SINGAPORE**

**CODE OF PRACTICE FOR COMPETITION IN THE PROVISION OF
TELECOMMUNICATION SERVICES 2010**

22 December 2010

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CODE OF PRACTICE FOR COMPETITION IN THE PROVISION OF TELECOMMUNICATION SERVICES 2010

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In exercise of the powers conferred by Sections 26 (1)(a) to (e) and (g) of the Telecommunications Act (Chapter 323) (the “**Act**”), the Info-communications Development Authority of Singapore (“**IDA**”) issues the Code of Practice for Competition in the Provision of Telecommunication Services 2010 (“**Code 2010**”). This document provides IDA’s response to the comments received to the proposed revised Code of Practice for Competition in the Provision of Telecommunication Services (“**Proposed Revised Code**”) issued in November 2009.

PART I: INTRODUCTION

1. On 12 November 2008, IDA initiated the second review of the Code of Practice for Competition in the Provision of Telecommunication Services (the “**Code**”) with a first public consultation on the broad areas of the Code that could be fine-tuned (the “**First Public Consultation**”).
2. At the close of the First Public Consultation on 30 December 2008, IDA received comments from three parties, namely M1 Ltd (“**M1**”), Singapore Telecommunications Ltd (“**SingTel**”) and StarHub Ltd (“**StarHub**”). Following the close of the First Public Consultation, IDA began a thorough review process, giving consideration to the views and proposals contained in each of the submissions. On 23 November 2009, IDA issued the Proposed Revised Code, for a second round of public consultation (the “**Second Public Consultation**”).
3. At the close of the Second Public Consultation on 18 January 2010, IDA received comments from four parties, namely the Asia Pacific Carriers’ Coalition (“**APCC**”), M1, SingTel and StarHub.
4. IDA would like to thank all the respondents for their comments.
5. Taking into account IDA’s policy objectives, as well as the views received in the Second Public Consultation, IDA has completed its second triennial review of the Code. While IDA is still in the process of reviewing Section 10 of the Code concerning Changes in Ownership and Consolidations involving Designated Telecommunication Licensees, IDA has nonetheless decided to proceed to finalise the remaining sections of the Code and implement the changes. IDA intends to carry out the review of Section 10 of the Code in tandem with the review of the Act currently undertaken jointly by the Ministry of Information, Communication and the Arts (“**MICA**”) and IDA. IDA will be conducting a separate consultation on the proposed changes to Section 10 of the Code. In the meantime, the provisions in the current section 10 of the Code will continue to apply. IDA also anticipates that consequential amendments to the Code 2010 may be necessary if the Act is amended.
6. This cover note sets out the following:

- (a) A summary of the comments received during the Second Public Consultation;
- (b) IDA's response to the comments and issues raised by the respondents on the Proposed Revised Code; and
- (c) IDA's final decision and issuance of the Code 2010.

PART II: SUMMARY OF COMMENTS RECEIVED IN SECOND PUBLIC CONSULTATION AND IDA'S RESPONSE

- 7. This section provides a summary of the comments received on IDA's Proposed Revised Code, as well as IDA's response and final decision.
- 8. In IDA's consultation paper for the Second Public Consultation, IDA had encouraged respondents to focus on the specific changes proposed in the Second Public Consultation, and not repeat arguments that had previously been made in the First Public Consultation, which had been considered, explained and either accepted or rejected by IDA.
- 9. However, IDA notes that many of the comments raised in the Second Public Consultation were similar to those raised in the First Public Consultation. Some respondents also raised issues not directly related to the review of the Proposed Revised Code, and which have been addressed by IDA in other regulatory proceedings. Nonetheless, IDA will still broadly address these issues in this cover note.

SECTION 1 – Regulatory Principles

Promotion of Services-Based Competition

- 10. In the First Public Consultation, IDA had proposed an amendment to Sub-section 1.5.3 of the Code – the regulatory principle of promoting facilities-based competition – to give equal consideration to promoting services-based competition, especially in markets where facilities-based competition appears difficult. IDA explained that this was in recognition of more proactive approaches being taken towards promoting services-based competition, for example, in the deployment of the Next Generation Nationwide Broadband Network ("**Next Gen NBN**"). Several respondents cautioned against giving equal emphasis to facilities-based and services-based competition, and argued that promoting facilities-based competition would provide the best means of achieving sustainable competition in the long term and create incentives for operators to invest in infrastructure. In the Second Public Consultation, IDA had clarified that it was not proposing to *abandon* or *alter* its current policy, which seeks to promote facilities-based competition. IDA believes that effective and sustainable competition will be best achieved through facilities-based competition. However, there have been – and will continue to be – specific markets, where ubiquitous facilities-based competition is difficult or infeasible. In such markets, requiring Dominant

Licensees to provide access to network elements, or requiring the provision of Mandatory Wholesale Services, can help to facilitate new entry. IDA therefore clarified that where there are impediments that hamper competing Licensees' ability to deploy facilities, IDA will seek to strike a balance between providing the economic incentives to deploy facilities and taking pro-active measures to facilitate services-based competition. This is in line with IDA's long-standing policy of "*tak[ing] resolute measures to promote and maintain effective and sustainable competition*".

11. Respondents to the Second Public Consultation had differing views on IDA's clarification. SingTel welcomed IDA's clarification that facilities-based competition is the best means to promote sustainable competition, but disagreed with IDA's proposal to facilitate services-based competition. SingTel again submitted that there is no justification for facilitating services-based competition because facilities-based competition is already a reality in Singapore, especially with the deployment of the Next Gen NBN. The APCC and StarHub, however, agreed with IDA's clarification to facilitate services-based competition where facilities-based competition has proven difficult or infeasible. Nonetheless, both parties urged IDA to conduct assessments of market competitiveness to identify the markets requiring IDA's pro-active facilitation of services-based competition.
12. IDA notes that the respondents' comments are similar to those raised in the First Public Consultation, which IDA had already considered and addressed. IDA again rejects SingTel's assertion that there is no justification for facilitating services-based competition because facilities-based competition is already a reality in Singapore. The fact is, at the present time, SingTel is the *only* Licensee that has deployed a nationwide last-mile telecommunication infrastructure. As previously highlighted, IDA recently reviewed a large number of markets as part of SingTel's latest request to be exempt from Dominant Licensee obligations in relation to the Business and Government Telecommunication Services ("**BGTS**") market, and found that, for some critical markets, most End Users continued to have no alternative to purchasing telecommunication services from SingTel. In IDA's decision in relation to the BGTS exemption proceeding, IDA noted that StarHub has not even deployed a ubiquitous infrastructure in the Central Business District, much less a nationwide network as SingTel had claimed. While IDA agrees that the Next Gen NBN will eventually provide a competing nationwide infrastructure, the network has yet to be fully deployed at this point in time.
13. Concerning the APCC's and StarHub's comment about assessing market competitiveness, IDA assures the respondents that IDA will continue to monitor and assess market competitiveness, and take pro-active and resolute measures to promote and preserve competition. Prior to implementation of any major regulatory framework or decision (including decisions on facilitation of services-based competition in any telecommunication market), IDA will provide affected parties with an opportunity to comment on IDA's proposal.
14. IDA has therefore amended Sub-section 1.5.3 of the Code to clarify that IDA believes effective and sustainable competition will be best achieved through

facilities-based competition. However, where there are impediments that hamper competing Licensees' ability to deploy facilities, IDA will seek to strike a balance between providing the economic incentives to deploy facilities and taking pro-active measures to facilitate services-based competition.

SECTION 2 – Classification of Licensees

15. In the First and Second Public Consultations, IDA proposed to retain its current “licensed entity” approach for the classification of Dominant Licensees, because IDA has assessed that the current approach of progressively removing *ex ante* regulation as markets become competitive is effective, and leads to substantive results that are fully consistent with international best practices: *ex ante* regulation is not applied in markets that are effectively competitive.
16. Only SingTel objected to IDA’s proposal, repeating its comments in the First Public Consultation. SingTel reasserted that the current “licensed entity” approach leads to over-regulation and is inconsistent with international best practices. SingTel did not raise any new issues in the Second Public Consultation.
17. IDA does not agree with SingTel’s comments. As noted in IDA’s consultation papers for the First and Second Public Consultations, over the last 10 years, in response to SingTel’s four requests for exemption, IDA has already defined and studied numerous telecommunication markets¹. Through these proceedings, IDA has relieved SingTel of Dominant Licensee obligations in numerous markets where IDA has determined that SingTel no longer has Significant Market Power², and the obligations are no longer necessary to protect consumers and to preserve effective competition amongst Licensees. Thus, while the approach contained in the Code differs from the process adopted in the European Union (“EU”) and other jurisdictions; in practice, IDA’s approach leads to substantive results that are fully consistent with international best practices, i.e., *ex ante* regulation is not applied in markets that are effectively competitive. At the same time, IDA’s approach has reduced the need for IDA and the industry to engage in costly and time-consuming market review exercises in every market. In other words, the outcome of IDA’s approach is no different from international best practices, i.e., markets which are effectively competitive are left to market forces with

¹ For example, in 2003, IDA reviewed the wholesale and retail International Telephone Services markets. IDA conducted another review of the retail International Telephone Services market in 2006 and 2007. In 2004 and 2005, IDA studied the competitiveness of 10 additional markets, specifically: Backhaul, Terrestrial International Private Leased Circuit, International Managed Data Service, International IP Transit, Leased Satellite Bandwidth, Very Small Aperture Terminal Service, Digital Video Broadcast-IP, Satellite TV Uplink, Satellite TV Downlink and Satellite IPLC. IDA again reviewed three of these markets - Backhaul, Terrestrial IPLC and IMDS – in 2008 and 2009. During that review, IDA also assessed the level of competition in the Business Local Telephony Service, Local Leased Circuit and Local Managed Data Service markets.

² Significant Market Power is defined in the Code as “the ability to unilaterally restrict output, raise prices, reduce quality or otherwise act, to a significant extent, independently of competitive market forces”.

minimal ex-ante regulations. This allows IDA to focus its regulatory efforts on those markets which remain uncompetitive.

18. Given the effectiveness of the exemption process in removing *ex ante* regulation in markets that have become effectively competitive, IDA will retain the “licensed entity” approach in the Code 2010.

Process for Exemption from Dominant Licensee Obligations

19. In the Second Public Consultation, in relation to the exemption process, the APCC expressed its concerns with IDA’s practice of withholding “*from affected parties the data on which the applicant bases its claim*”. The APCC also cited a document that it had submitted to IDA in 2009 – “Consultation, Transparency and the Protection of Confidentiality in Regulatory Decision-making” (the “**APCC Document**”), where it suggested alternatives for treatment of confidential information. In addition, the APCC repeated its comments (in IDA’s public consultation on the Revised Preliminary Decision on SingTel’s Request for Exemption from Dominant Licensee Obligations³) that it is “*greatly concerned that virtually all of the quantitative data relied on by SingTel was redacted from the consultation paper, giving operators no opportunity to comment on the very foundations of SingTel’s application*”, and that IDA had not disclosed “*the data on which critical findings have been based*”. Finally, the APCC proposed that IDA amends the Code to “*provide for limited disclosure of commercially sensitive information that is relied on by applicants, to qualified individuals within affected operators and subject to specified obligations to maintain confidentiality and prevent use of such information by the recipient for commercial purposes*”.
20. IDA notes that the APCC’s comments concern the amount of information disclosure in an exemption proceeding, and is not directly relevant to this review of the Code. It is also not a new comment. IDA had already considered and responded to the APCC’s concerns, both in IDA’s decision on SingTel’s BGTS exemption request, as well as in a separate correspondence to the APCC on the APCC Document. IDA will reiterate its position in the following paragraphs.
21. Firstly, in deciding whether to grant SingTel’s request for confidential treatment of certain information, IDA will apply the standards contained in the Code. Under the Code, a party submitting information to IDA may request that the information be treated as confidential. IDA will decide whether to grant the request based on whether the standards provided for under Sub-section 11.7.1 of the Code are met. Pursuant to the Code, IDA will grant the request if the requesting party is able to demonstrate with reasonable specificity that: (a) the information for which confidential treatment is sought is commercially sensitive (including information that is subject to a pre-existing non-disclosure agreement with a third party); or (b) the disclosure of the information will have a material adverse impact. IDA considers information to

³ The link to IDA’s public consultation on the Revised Preliminary Decision on SingTel’s Request for Exemption from Dominant Licensee Obligations can be found here: <http://www.ida.gov.sg/Policies%20and%20Regulation/20080826174726.aspx#02Jun09>.

be commercially sensitive or to have a material adverse impact if: (a) it is not otherwise available to the public; or (b) there is a reasonable possibility that its disclosure will cause harm to the requesting party or otherwise provide a commercial benefit to the party's competitors.

22. Secondly, IDA does not generally accept SingTel's request to treat a substantial portion of information submitted as confidential. IDA recognises that the industry needs some of the information to provide constructive feedback to SingTel's exemption requests. For previous exemption proceedings, the information submitted by SingTel which IDA had not disclosed included SingTel's specific market share data for individual markets, details of competitive tenders lost by SingTel, and names and number of customers who migrated from SingTel to competitors in individual markets. As such information was commercially sensitive, it would not have been reasonable for IDA to disclose the information to third parties. IDA believes that the amount of information disclosed by SingTel in the previous exemption proceedings was sufficient for the industry to provide constructive feedback. IDA also believes that the industry should be capable of providing its own independent market assessment. Indeed, IDA notes that, in the past exemption proceedings, some respondents were able to submit their own independently gathered information to support their comments, which greatly assisted IDA in verifying SingTel's information.
23. More importantly, IDA would still conduct an independent verification of information treated as confidential, where appropriate, to assess the accuracy of the information before deciding whether to consider it in its final determination. Upon IDA's independent verification, if IDA has assessed that it would be appropriate to disclose the information, the disclosure would be conducted in a manner that would not cause adverse impact to any Licensee, including SingTel, or provide commercial benefit to SingTel's competitors, while facilitating the industry in providing constructive feedback.
24. IDA believes that its regulatory decisions have always been transparent, balanced, fair and reasoned, taking into account all valid arguments and information provided by all interested parties. IDA will also continue to monitor market developments, and should there be evidence to show that market conditions have changed to the extent that SingTel should again be subject to Dominant Licensee obligations in markets where IDA has lifted these obligations, IDA will do so. Notwithstanding the above remedy, if there are Licensees with Significant Market Power found to be abusing their position and contravening the revised Section 8.2 of the Code 2010, IDA will also investigate and take enforcement action against such licensee(s).

SECTION 3 – Duty of Licensees to End Users

Service Termination or Suspension with Prior Notice

25. In the First Public Consultation, IDA had proposed revising Sub-section 3.2.4.4 of the Code to prohibit Licensees from suspending or terminating an End User Service Agreement (“EUSA”) on the grounds that the End User has

breached terms and conditions in a separate EUSA. IDA proposed this revision to prevent a Licensee from leveraging its relationship with the End User in one telecommunication market to affect the provision of services in a separate telecommunication market. Several respondents objected to this proposal, on the grounds that it is unnecessary and would increase the risks and costs that Licensees face. The respondents observed that Licensees generally regarded termination of an EUSA as a last-resort option, and would do so only after giving the End User adequate notice and time to remedy the breach. IDA has noted and considered the feedback, and in the Second Public Consultation, IDA had proposed to allow Licensees to terminate an EUSA on the grounds that the End User has breached terms and conditions in a separate EUSA, except where:

- (a) the telecommunication service to be terminated or suspended is a Basic Telephone Service; or
- (b) the other EUSA that has been breached is with a different Licensee.

(referred to herein as the “**Proposed Restriction**”)

- 26. IDA would like to clarify that the Proposed Restriction is to address the issue of “cross-termination” of services by Licensees. The policy intent of the Proposed Restriction is to ensure that an End User:
 - (a) can continue to retain the use of his Basic Telephone Services, even if he breaches the EUSA for other telecommunication services which he has subscribed to; and
 - (b) who has breached the EUSA for a telecommunication service provided by one Licensee, is not faced with termination or suspension of telecommunication services provided by other Licensees.
- 27. For the avoidance of doubt, where an End User has breached the terms of an EUSA for a Basic Telephone Service, the Licensee can terminate or suspend the Basic Telephone Service in accordance with the conditions under the EUSA so long as Licensees are in compliance with the Code. But if the End User has breached the terms of the EUSA for another telecommunication service provided by the same Licensee, it should not cross-terminate the Basic Telephone Service provided by the Licensee to the End User.
- 28. SingTel agreed with the first part of IDA’s Proposed Restriction but mentioned that it should be applied only so long as there is an ongoing universal service obligation for a service provider to provide a Basic Telephone Service. Where there is no longer such an obligation, SingTel submitted that the Proposed Restriction should be removed. As clarified in IDA’s consultation paper for the Second Public Consultation, IDA’s intent is for the Proposed Restriction to apply only to a Basic Telephone Service provided by a Public Telecommunication Licensee. IDA agrees that the Proposed Restriction pertaining to Basic Telephone Services would not apply if the Public

Telecommunication Licensee no longer has a universal service obligation to provide Basic Telephone Services.

29. M1 submitted that IDA should clarify in the Proposed Revised Code that a Licensee can still exercise its rights under Sub-section 3.2.4.2 (Service Termination or Suspension Without Prior Notice), notwithstanding IDA's Proposed Restriction. Sub-section 3.2.4.2 of the Proposed Revised Code provides the following four circumstances where a Licensee may terminate an EUSA, or suspend the provision of telecommunication service to an End User, without providing prior notice:
- (a) the End User has created, or is likely to create, imminent physical harm (such as interruption, disruption or congestion) to the Licensee's network or has defrauded the Licensee;
 - (b) the Licensee is acting in compliance with a requirement of any relevant regulatory authority or law enforcement body;
 - (c) where the End User is an individual, the End User dies; or
 - (d) where the End User is a corporation, the End User ceases to carry on its business.
30. IDA has considered M1's comments and would like to clarify that a Licensee may exercise Sub-section 3.2.4.2 of the Proposed Revised Code with respect to any specific telecommunication service, so long as the conditions in (a) to (d) are met, but the Proposed Restriction against "cross-termination" would still apply.
31. For example, an End User subscribes to a mobile service from Licensee A, and a broadband service from Licensee B (which is Licensee A's affiliate) under separate EUSAs. If the End User has created physical harm to Licensee A's mobile network, Licensee B cannot rely on Sub-section 3.2.4.2 to terminate the End User's broadband service because the End User has not physically harmed Licensee B's broadband network. Licensee B may, however, terminate the End User's broadband service if it has reasonable grounds to believe that the End User is also likely to create imminent physical harm to its broadband network. Similarly, where a regulatory authority or law enforcement body requires Licensee A to terminate the End User's mobile service, this does not provide sufficient basis for Licensee B to terminate the End User's broadband service.
32. M1, SingTel and StarHub objected to the second part of IDA's Proposed Restriction, that disallows a Licensee from cross-terminating an EUSA on the grounds that the End User has breached the terms and conditions of another Licensee's EUSA. The respondents submitted that this could affect their commercial and billing arrangements, and it has the effect of negating the benefits of aggregated billing. StarHub submitted that there is no evidence of either consumer dissatisfaction or market failure to warrant IDA's proposal. SingTel again highlighted that suspension or termination of EUSAs is often a

last resort in the enforcement of EUSA, preceded with sufficient notifications provided to, and negotiations with, the customers, and IDA should not restrict such rights.

33. IDA's policy intent is one of ensuring fairness to consumers. There is an imbalance in bargaining power between operators and consumers in particular, and IDA has noted from numerous consumer complaint cases, how consumers who were in dispute with operators over payments in one service, often felt pressured to concede because they were afraid of operators suspending or terminating the other services provided by the operator's other subsidiaries. IDA has noted the respondents' comments in the First Public Consultation and has amended IDA's original proposal, limiting the restriction to very specific circumstances. For example, cross-termination of EUSAs is now allowed if the EUSAs are from the same Licensee. The Proposed Restriction does not prevent a Licensee from suspending or terminating a service (or services) provided by the Licensee, if the terms of the EUSA(s) for that service(s) is breached. The Proposed Restriction only applies to cross-termination of EUSAs of different Licensees, preventing the Licensees from suspending or terminating the services of another Licensee, if the customer has not breached the EUSA of the service of this other Licensee. IDA believes that the Proposed Restriction achieves a good balance between Licensees' need to minimise their commercial risks and End Users' right to obtain service.
34. IDA would also like to reiterate that, a Licensee will be allowed to suspend the provision of multiple services provided under a single "master" EUSA, if the grounds for service termination or suspension are met. A "master" Service Agreement (where an End User signs up for multiple services under one agreement) would constitute a single EUSA. IDA notes that where Licensees provide "bundled" service packages to End Users (e.g., where End Users are offered discounted rates in exchange for take-up of multiple services), such bundled services are likely to fall under a single "master" EUSA⁴.
35. For the reasons above, IDA will retain the Proposed Restriction in Sub-section 3.2.4.4 in the Code 2010.

Prohibition on Charging for Services Supplied on a Free Trial Basis

36. In the Proposed Revised Code, IDA had proposed the inclusion of a new provision (Sub-section 3.2.9), which provides that a Licensee cannot charge an End User for any service after the end of a free trial period, unless the Licensee has notified the End User of the date on which the free trial period will end and has obtained the End User's express agreement to opt-in to continue the service after the expiry of the free trial on the applicable prices, terms and conditions notified to the End User.

⁴ However, as highlighted in IDA's consultation document for the Second Public Consultation, in cases where the single EUSA containing multiple services include a Basic Telephone Service, the Licensee should continue to offer the End User the Basic Telephone Service. In this instance, the Licensee may wish to offer the End User the option of a separate EUSA for the continuation of the provision of the Basic Telephone Service.

37. In addition, to comply with Sub-section 3.2.9, IDA proposed in the Second Public Consultation that Licensees should: (a) draw the End User's attention to the prices, terms and conditions applicable to the service after the free trial; and (b) obtain the End User's express agreement to continue the service after the free trial by checking or signing against the relevant clause(s) containing the applicable prices, terms and conditions.
38. In their responses to the Second Public Consultation, M1 and StarHub requested for clarity on what IDA would deem as "express agreement". SingTel and StarHub also submitted that IDA should allow Licensees the flexibility to obtain express agreement through any means, such as via SMS or email, provided that the Licensee complies with the requirements in Sub-section 3.2.9.
39. IDA would like to emphasise that the introduction of Sub-section 3.2.9 in the Proposed Revised Code is intended to address an increasing number of complaints from End Users concerning payment for free trial services that they were unaware of and had not consented to receiving. In particular, subscribers complained that they were offered services for a free trial period and subsequently charged for these services after the expiry of the free trial periods, without their knowledge or consent. Most of these complaints often involved prices, terms and conditions for the trial services embedded within the larger EUSA, not brought to End Users' attention at the point of service sign-up. This has led to unnecessary disputes. To minimise such disputes, IDA proposed to introduce Sub-section 3.2.9 to require Licensees to ensure that End Users are clearly alerted to, and informed upfront of, any free trial service, and the applicable prices, terms and conditions of the service. The "express agreement" provided for in Sub-section 3.2.9 requires the Licensees to obtain the End User's explicit consent, for example, by getting the End User to read and sign against the relevant clause(s) containing the applicable prices, terms and conditions for those free trial services.
40. IDA will retain this requirement in Sub-section 3.2.9 of the Code 2010, but will provide Licensees flexibility in determining the appropriate means to ensure compliance with this requirement. However, in determining the appropriate means of obtaining the express agreement, IDA would clarify that some of the current practices adopted by some Licensees, where the prices, terms and conditions of trial services are embedded within a larger EUSA, or positioned in such a manner that the End User is likely to overlook the applicable prices, terms and conditions, are no longer acceptable and will not be consistent with the intent of Sub-section 3.2.9. This is notwithstanding that the End User had provided his signature in the EUSA.
41. IDA would in fact strongly encourage all Licensees to provide End Users, at the point of sale or renewal of contract, with a one-page summary of: (a) all the telecommunication service(s) that the End User will be subscribing to, including any free trial services; and (b) the key prices, terms and conditions of the EUSA, including the length of the contract, the applicable early termination charges, and the terms for subscribing to the free trial services.

While the EUSA would remain the legally binding contract between the Licensee and the End User, the one-page summary will be useful for the Licensees to obtain the End Users' acknowledgement that they have been alerted to the key prices, terms and conditions, by getting the End User to read or sign against the relevant clause(s) contained in the one-page document. This will greatly reduce the number of disputes between Licensees and End Users about unsolicited services, or prices, terms and conditions that End Users claim they are not aware of or have not consented to.

SECTION 4 – Duty of Dominant Licensees to Provide Telecommunication Services on Just, Reasonable and Non-Discriminatory Terms

Tariffing

42. In its response to the First Public Consultation, SingTel had suggested that IDA removes Sub-section 4.4 of the Code *“in its entirety”*. SingTel claimed that tariffing has an adverse impact on product innovation and competition, and is inconsistent with international best practice. In the Second Public Consultation, IDA explained that if SingTel's proposal was adopted, it would eliminate Dominant Licensees' duty to file, and IDA's procedures for reviewing, tariffs for both retail and wholesale services – even where these services are not subject to effective competition. IDA believes that the current tariff review process is not unreasonably burdensome: IDA has limited the tariff filing obligation to Dominant Licensees only, and has granted exemptions from the duty to file tariffs for both retail and wholesale services to SingTel in respect of numerous markets in which SingTel no longer has Significant Market Power. Moreover, IDA has committed to reviewing and issuing a decision within seven working days (shortened to between three to five working days for promotions), which should not significantly delay a Dominant Licensee's ability to offer a new service. Since IDA continues to believe that the imposition of tariff filing and approval procedures remains necessary in those markets that are not yet effectively competitive, IDA proposed to maintain Sub-section 4.4 of the Code. In its response, SingTel submitted that IDA should remove retail price regulation that it subjects Dominant Licensees to, given the presence of effective wholesale regulation.
43. To support its call, SingTel commented that it is already subject to significant wholesale regulation of its Interconnection Related Services (**“IRS”**) and Mandatory Wholesale Services (**“MWS”**). SingTel also commented that *“service providers will also be able to acquire wholesale services from the open access NGNBN on IDA-approved terms and conditions”*. SingTel also submitted that the removal of retail price regulation when there is effective wholesale regulation is consistent with international best practice, and cited the regulatory approach adopted by the EU where retail price regulation should be adopted only as a last resort when wholesale regulation has not been successful. Finally, SingTel highlighted that it should be freed of *“unnecessary retail regulation”* given its *“excellent compliance record with its regulatory obligations”*.

44. IDA has considered SingTel's comments. At this juncture, however, IDA disagrees that SingTel should be relieved of retail price regulation, on the basis that there is wholesale regulation. While IDA subjects SingTel's IRS and MWS to wholesale regulation, it is limited to services that are necessary inputs for the provision of competitive telecommunication services, and wholesale services that are sufficiently costly or difficult to provide, such that requiring other Licensees to do so would create a significant barrier to the provision of competitive telecommunication services by an efficient competitor. This is consistent with IDA's regulatory principle of encouraging facilities-based competition where licensees are encouraged to invest and roll-out their own infrastructure and networks where feasible. On the other hand, as market evidence would show, SingTel continues to retain a dominant position in many retail telecommunication markets; in particular, local connectivity services markets (such as local leased circuit ("**LLC**") and local managed data services). If IDA were to relieve SingTel of price regulation for these retail services (even when they are not subject to effective competition), IDA would not be able to ensure that such services are provided on just, reasonable and non-discriminatory prices, terms and conditions.
45. IDA also notes SingTel's comments that retail price regulation can be removed, as wholesale regulation will be further enhanced through the availability of Next Gen NBN wholesale services. At this juncture, however, such services have yet to be fully offered in the market and competition is still evolving at the wholesale level for such services. Therefore, IDA considers that it would be premature to remove such tariffing obligations that Dominant Licensees are subject to, at this stage.
46. Finally, SingTel's past compliance record is not a relevant factor for consideration in deciding if SingTel should be relieved of retail price regulation. In fact, it is expected that SingTel must comply with the relevant Dominant Licensee obligations given its Dominant Licensee status. IDA's determination of whether to subject SingTel to tariffing obligations is based on an assessment of whether SingTel, as a Dominant Licensee, is subject to competitive market forces, and not on SingTel's record of complying with IDA's regulatory requirements.
47. IDA will therefore maintain the tariffing requirements, including tariffing for retail telecommunication services, imposed on Dominant Licensees in the Code 2010. Nonetheless, IDA will continue to review and monitor the market. Where there is strong evidence of competition in the relevant telecommunication markets, IDA will relieve the Dominant Licensee of its obligations, including tariffing obligations.

SECTIONS 5 and 6 – Interconnection between Licensees and Schedule of Interconnection Related Services and Mandated Wholesale Services

Schedule of IRS and MWS

48. The APCC agreed with IDA's proposal during the Second Public Consultation to continue requiring SingTel to offer IRS and MWS. However, SingTel

submitted that the current Schedule of IRS is overly long and prescriptive, and that some services should be removed. SingTel also commented that given the low levels of take-up, IDA should allow it pricing flexibility to enable it to recover the costs of maintaining such services. Finally, SingTel submitted that fixed number portability should be removed from the Schedule of IRS and MWS as it is a multi-party service.

49. As highlighted in the Second Public Consultation, IDA has reviewed and determined that the existing list of IRS continues to constitute “bottleneck” services. That is, no practical alternatives currently exist on a pervasive scale for requesting licensees to obtain the IRS, except from the Dominant Licensee. In this regard, it is still necessary to maintain the list of IRS, notwithstanding the low take-up.
50. With regard to SingTel’s request for pricing flexibility, IDA would clarify that the prices stipulated by IDA under SingTel’s Reference Interconnection Offer (“RIO”) should be deemed as the price ceilings for such services. Nevertheless, subject to IDA’s approval, SingTel has the flexibility to modify the prices for IRS under commercially negotiated individualised interconnection agreements.
51. On the removal of fixed number portability service from the Schedule of IRS and MWS, IDA believes that it would be appropriate to review and provide all interested parties with a further opportunity to comment on this matter during the upcoming review of SingTel’s RIO.

Review Period for Interconnection Agreements

52. Under the Proposed Revised Code, IDA proposed an amendment to Sub-section 5.6.2 of the Code, to specify that, where IDA requests additional information from Licensees within the 45-day review period in relation to requests for unilateral suspension or termination of an interconnection agreement, IDA – after providing a written notice – may extend the review period by up to 21 days after the date on which the Licensees provide the additional information or clarification.
53. StarHub opposed such an amendment, highlighting that circumstances which require unilateral termination of interconnection agreements are usually urgent, and a further delay of 21 days would expose the Licensee requesting unilateral termination of an interconnection agreement to further financial and operational risks.
54. IDA notes StarHub’s concerns. Nevertheless, unilateral termination of interconnection agreements would inevitably affect services to End Users. In this regard, additional information may be required for IDA to assess the request for unilateral suspension or termination of interconnection agreements. IDA assures the industry that it would exercise its power to extend the review period judiciously, and apply any extension only where necessary.

SECTION 7 – Infrastructure Sharing

Critical Support Infrastructure

55. In the Second Public Consultation, IDA rejected SingTel's request to pre-designate all submarine cable landing stations as Critical Support Infrastructure ("CSI").
56. In its response, the APCC agreed with IDA's approach, and commented that no CSI designation should be made except on an "*economically principled basis*" and any wrong designation would severely deter investments. SingTel repeated its comments in the First Public Consultation that all submarine cable landing stations should be pre-designated as CSI, as they are bottleneck infrastructure that are required by all Licensees to access international connectivity and provide telecommunication infrastructure.
57. IDA maintains its assessment that it is not necessary to determine, at this time, that all submarine cable landing stations should be pre-designated as CSI. Nevertheless, if any Licensee believes it has justifiable basis to access a submarine cable landing station but has been unreasonably denied, the Licensee could, pursuant to Sub-section 7.4 of the Code, request for the submarine cable landing station to be designated as an infrastructure that must be shared, i.e., designated as a CSI.

SECTION 8 – Abuse of Dominant Position and Unfair Methods of Competition

Abuse of Dominant Position in the Singapore Market

58. In the First and Second Public Consultations, IDA had proposed that the prohibition against abuse of dominant position in Sub-section 8.2 applies to any Licensee that is found to have Significant Market Power in the relevant telecommunication market, and not only to licensees classified by IDA as Dominant Licensees. Consistent with the current regime, IDA also proposed that a Dominant Licensee would be presumed to have Significant Market Power in all telecommunication markets, except in specific markets where IDA had exempted it from Dominant Licensee obligations. IDA's proposed amendment stems from the recognition that a Licensee may not possess Significant Market Power at the point of its licensing – and therefore, will not be classified as a Dominant Licensee – but may subsequently acquire and abuse its Significant Market Power. In such cases, there may be a lag between the time at which the Licensee acquires Significant Market Power, and the time IDA reclassifies the Licensee as a Dominant Licensee. During this lag, the Licensee could engage in activities amounting to an abuse of its dominant position. Given the potentially substantial harm to the market that an abuse of dominance may cause, IDA should have the ability to take appropriate enforcement action against such a Licensee, even though IDA has not yet reclassified it as a Dominant Licensee

59. IDA received mixed responses to the proposals. SingTel's and StarHub's comments were largely similar to those in the First Public Consultation, and which IDA had already addressed in the Second Public Consultation.
60. SingTel did not object to IDA's proposal, but again submitted that IDA should not presume that Dominant Licensees possess Significant Market Power. Rather, IDA should conduct a comprehensive market review prior to determining whether any Licensee, including Dominant Licensees, possesses Significant Market Power.
61. StarHub again objected to IDA's proposal on the grounds that non-Dominant Licensees would no longer have certainty as to whether they would be found to possess Significant Market Power. This would generate "*considerable uncertainty*" thereby "*making business operations more difficult*".
62. The APCC questioned IDA's review of Sub-section 8.2 of the Code, submitting that no changes should be made until all issues connected with IDA's alignment with Singapore's Competition Act have been considered as a whole, in the context of the Act review. Otherwise, the APCC noted that it would be "*inappropriate*" for IDA to be "*staking a claim now, in advance of the forthcoming review, to be the agency responsible for ex post regulation of abuse of dominance in the telecommunications sector*".
63. IDA would like to first correct the APCC's misperception. Before the Competition Act was passed in Singapore in 2004, there were several sectors where the sectoral regulators (such as the IDA, the Energy Market Authority and the Media Development Authority) had already been tasked to enforce competition rules in their respective sectors. When the Competition Act was subsequently passed, these sectors were excluded or carved out of the scope of the Competition Act in Singapore. The rationale was that: (a) these sectors were in transition from a previously monopolistic situation to a more competitive environment (e.g., telecommunication and energy); (b) these sectors already had their own competition frameworks; and (c) the sector-specific regulators would be better equipped with the industry knowledge and expertise needed to handle the technical complexities affecting competition in these areas. In the telecommunication sector, IDA has already been tasked as the competition regulator for this sector, and its responsibilities include carrying out *ex post* competition enforcement. Since the powers for competition enforcement are already conferred upon IDA, there is no need for IDA to "*stake a claim*", or seek or exercise any additional powers beyond those already granted through existing legislation. In carrying out its functions, IDA does not see any reason to wait until the completion of the Act review and/or review of the Competition Act, before revising Sub-section 8.2. In any event, IDA would highlight that the proposed changes in Sub-section 8.2 are not inconsistent with general competition law principles.
64. In relation to StarHub's comments, IDA has already explained in the Second Public Consultation that IDA's proposed process is similar to the process implemented under the general competition law regime where there is no requirement for a competition authority to provide prior notification to an

undertaking that it has obtained a position of market dominance. Undertakings must assess their own position in the market and ensure that their conduct is lawful. In this regard, StarHub is not subject to any more business uncertainty than any other firm competing in the market. For more clarity, Licensees can refer to IDA's Reclassification and Exemption Guidelines for guidance on the factors that IDA will consider when assessing whether a Licensee has Significant Market Power.

65. Finally, IDA disagrees with SingTel's contention that, in an abuse of dominance enforcement action, IDA should not presume that a Dominant Licensee has Significant Market Power. By virtue of its Dominant Licensee status, and without evidence to the contrary, it is only reasonable for IDA to presume that the Dominant Licensee has Significant Market Power. Nonetheless, the Dominant Licensee will still have the opportunity to rebut this presumption by demonstrating that at the time the alleged abuse was committed, the Dominant Licensee no longer had Significant Market Power in the relevant market in which the alleged abuse occurred. If arising from any abuse of dominance enforcement action, IDA finds that a Dominant Licensee in fact no longer has Significant Market Power in any telecommunication market, IDA will relieve that Dominant Licensee of the relevant Dominant Licensee obligations for that market.
66. In light of the above, IDA will provide in the Code 2010 that the prohibition against abuse of dominant position in Sub-section 8.2 of the Code applies to any Licensee (including holders of Dealer Licences and Services-based Licensees that do not use Switching/Routing equipment) that is found to have Significant Market Power in the relevant market.

SECTION 10 – CHANGES IN OWNERSHIP AND CONSOLIDATIONS INVOLVING DESIGNATED TELECOMMUNICATION LICENSEES

67. As noted in the First and Second Public Consultations, IDA will not be making amendments to this section at this juncture, as any revisions to the provisions in Section 10 will depend on the corresponding changes to the Act. The proposed revisions to the Act were announced by MICA on 27 August 2010 for consultation and are currently undergoing review. IDA will be conducting a separate consultation on the proposed changes to Section 10 of the Code arising from the amendments to the Act. In the meantime, the provisions in the current Section 10 of the Code will continue to apply.

SECTION 11 – ADMINISTRATIVE PROCEDURES

68. IDA further notes that Section 11.4.4.4 of the Code, which lays out the financial penalties IDA may impose for any contravention of the Code, may also be revised in light of the review of the Act. Prior to the conclusion of such a review, IDA will retain Sub-section 11.4.4.4 in its current form in the Code 2010. Similarly, for the avoidance of doubt, the substantive provisions in Section 11 of the Code will remain in force until such time IDA revises the relevant provisions as necessary.

OTHER ISSUES RAISED IN THE SECOND PUBLIC CONSULTATION

IDA's Failure to Conduct Pro-Active Market Reviews

69. In its comments, the APCC alluded to IDA's failure to conduct a "systematic, comprehensive and fully transparent review of the state of competition in Singapore's telecommunications markets", and submitted that such information is "vital to designing appropriate regulation". In support of its comments, the APCC raised the following concerns over the "local loops" (termed by IDA as the LLC services) market in Singapore:
- (a) High LLC prices, which the APCC noted was likely the result of a lack of competition in this market. The APCC also noted that it had highlighted these same concerns in an earlier independent report submitted to IDA in 2007; and
 - (b) LLC services at regulated prices being made available only to customers' premise from the nearest exchange and not at tandem level and SingTel's "bundled offerings" have allowed SingTel to leverage its market power in the LLC market into adjacent markets.
70. IDA notes that the APCC agrees with the principle of proportionate regulation, which is one of the key regulatory principles that IDA has adopted for its regulatory regime, as set out in the Code. In order to determine the appropriate extent of regulatory intervention, IDA would first establish the level of competition in the relevant market. To the extent that a given market is not yet competitive, significant *ex ante* regulatory intervention is likely to remain necessary. Where this is the case, IDA will seek to impose regulatory requirements that are carefully crafted to achieve clearly articulated results. Such requirements will be no broader than necessary to achieve IDA's stated goals. IDA has consistently applied the principle of proportionate regulation in all its regulatory decisions.
71. IDA notes that the APCC has taken the opportunity offered in this review of the Code to re-surface its concerns regarding the LLC market, which it had previously submitted in other proceedings and engagements, and IDA had in each occasion responded and clarified its position. Nevertheless, IDA has again considered the APCC's views and will respond broadly to the comments raised by the APCC in this review.
- (a) IDA believes that effective and sustainable competition will be best achieved through facilities-based competition where feasible. To this end, IDA has spent the last decade removing economic and regulatory barriers to market entry and identifying, and providing access to, bottleneck facilities, while encouraging Licensees to build their own facilities, especially in areas where IDA determines it is not difficult or costly for them to replicate the incumbent's facilities. If, despite being given time and opportunity, a Licensee chooses, as a business strategy, not to build facilities which are not difficult to replicate, but to

continue to depend on another operator's facilities, such a business strategy does not automatically make a facility a bottleneck facility.

- (b) To promote competition in the LLC services market, IDA has mandated the offer of tail-end LLC services at cost-based prices under SingTel's RIO. This decision was taken following a public consultation in 2003, in which IDA determined tail-end LLC services to be a bottleneck facility. Regarding the APCC's concerns on the inability to access LLC services at the tandem level, IDA has determined that it is technically and economically feasible to replicate the "trunk" LLC infrastructure. Since trunk LLC services are not bottleneck facilities, IDA finds no compelling reason at this juncture to require LLC services to be offered at the tandem level. IDA also notes that tandem access would be of relevance in countries where the large geographic size of the market could impede, delay, or make it impractical for the competing operators to deploy their own trunk facilities. This concern should not apply in a city-state like Singapore, where access to some 20 exchanges is sufficient to obtain nation-wide coverage.
72. Notwithstanding the various regulatory interventions by IDA over the last decade, IDA acknowledges that the LLC market is still uncompetitive, largely due to a lack of a competition from an alternative nation-wide infrastructure. The deployment of the Next Gen NBN has the potential to provide an alternative to SingTel's pervasive network and apply competitive pressure on SingTel's prices for local connectivity services such as LLCs. IDA will monitor the competitive impact of the Next Gen NBN on SingTel's services and assess how competition in the local connectivity market could be further enhanced, while adhering to the principle of proportionate regulation.

IDA's Process for Investigating Anti-competitive Conduct

73. In the Second Public Consultation, the APCC highlighted operators' perception of difficulties in initiating investigations into misconduct by Dominant Licensees. In particular, the APCC submitted that Licensees have previously alleged anti-competitive conduct by Dominant Licensees, but were informed by IDA that they "*have not provided sufficient evidence to warrant further action*". The APCC therefore noted that Licensees felt "*frustrated*" in their efforts to lodge complaints against anti-competitive conduct by Dominant Licensees. The APCC also noted that Licensees believed that "*IDA is in a greatly superior position to obtain relevant evidence*" and that they "*ought not to bear an onus of proving contravention by the Dominant licensee*".
74. The APCC therefore noted that information regarding Licensees' "*subjective perceptions*", as well as statistics on complaints made to IDA and any follow-up actions are important factors to consider when conducting a comprehensive review of the Code.
75. IDA has considered the APCC's comments, but does not find strong basis for modifying the standards, stipulated in the Code, for requests submitted to IDA to take enforcement action against a Dominant Licensee for alleged anti-

competitive behaviour. While IDA will consider all complaints received, as a reasonable regulator, IDA must require that all submissions meet a minimum standard and be properly substantiated with evidence, prior to conducting any sort of investigation or follow-up. As allegations of abuse of dominance or anti-competitive conduct are serious, IDA cannot simply accept requests for enforcement that are not properly supported by evidence. Otherwise, this may encourage the industry to submit frivolous complaints that may disrupt business operations of Dominant Licensees, which would not be fair for the latter.

76. IDA's competition investigation procedures are also in-line with international best practices adopted by overseas regulators such as Ofcom⁵, OFTA⁶, ACCC⁷ and the European Commission⁸, which similarly require complaints on anti-competitive behaviour to be properly substantiated with evidence.

Next Gen NBN Issues

77. The APCC raised concerns that IDA had not proposed to incorporate the OpCo Interconnection Code 2009 ("**OpCo Code**") or the NetCo Interconnection Code 2009 ("**NetCo Code**") into the Proposed Revised Code. The APCC noted that the introduction of the Next Gen NBN will involve substantial changes to the market, and as such existing frameworks should be pro-actively scrutinised now, rather than in the future.
78. As highlighted in the consultation paper in the Second Public Consultation, IDA is mindful of the changes that the Next Gen NBN will bring about, and had already considered its implications on the Proposed Revised Code. IDA

⁵ In its document entitled "*Approach to Complaints and Guidelines*", Ofcom stated that: "*Ofcom has deliberately sought to set a minimum standard that all submissions must meet before Ofcom will open an investigation ... Ofcom will not accept a complaint without evidence to back up the allegation*". (http://www.ofcom.org.uk/bulletins/eu_directives/)

⁶ In its document entitled "*How Complaints Related to Sections 7K to 7N of the Telecommunications Ordinance are Handled by OFTA*", OFTA stated that: "[OFTA] will conduct a preliminary investigation of the complaint upon the receipt of a detailed complaint. The preliminary investigation is intended to establish whether or not there is prima facie evidence to indicate that the case merits full investigation ... to decide whether the case warrants a full investigation, we will examine the information provided by the complainant and/or relevant information currently possessed by OFTA and/or available in the public domain e.g. published tariffs, media, website etc." (emphasis ours) (http://www.ofta.gov.hk/en/c_bd/general/investigation.pdf)

⁷ In its guide on the Trade Practices Act 1974 entitled "*Refusal to Deal*", the ACCC has stated that: "[if] you decide to make a complaint to the ACCC, it will need as much information and documentary evidence as possible to support an allegation that a supplier has contravened the Act." (emphasis ours) (<http://www.accc.gov.au/content/item.phtml?itemId=304569&nodeId=8f54207dcb5456dfbc81efa2d27db6f1&fn=Refusal%20to%20deal%20January%202007.pdf>)

⁸ In its "Commission Notice on the handling of complaints by the Commission under Articles 81 and 82 of the EC Treaty" (Articles 81 and 82 of the EC Treaty are now named Articles 101 and 102 of the Treaty on the Functioning of the European Union), the Commission states that: "*A complaint under Article 7(2) of Regulation 1/2003 has to comply with Form C ... Form C requires complainants to submit comprehensive information in relation to their complaint. They should also provide copies of relevant supporting documentation reasonably available to them and, to the extent possible, provide indications as to where relevant information and documents that are unavailable to them could be obtained by the Commission.*" (emphasis ours) (<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:52004XC0427%2804%29:EN:HTML>)

believes that the general competition principles and procedures contained in the Proposed Revised Code continue to be applicable to any industry structure and technology platform. Nonetheless, IDA recognises that for specific areas, in particular, interconnection, the underlying concerns may be unique to the Next Gen NBN. In this regard, interconnection issues specific to the Next Gen NBN, such as pricing mechanisms, and terms and conditions for access and connectivity, are addressed separately in the NetCo Code and OpCo Code. As the Next Gen NBN is in its early implementation phase, IDA prefers not to fundamentally alter the Code at this juncture. However, IDA will continue to monitor market developments with the implementation of the Next Gen NBN and review the need to incorporate the NetCo Code and OpCo Code into the Code.

OTHER ISSUES CONSIDERED BY IDA

Application of Sub-section 4.6(c) of the Code

79. IDA takes this opportunity to clarify IDA's application of Sub-section 4.6(c) of the Code, which provides that: "*[i]n any case in which a Dominant Licensee enters into an agreement based on the terms of an effective tariff, and IDA subsequently allows (or directs) the Dominant Licensee to modify the terms of such tariff, the Dominant Licensee must amend the agreement to be consistent with the modified tariff*".
80. For all new agreements entered into by Dominant Licensees, IDA expects Dominant Licensees to ensure that such agreements are consistent with the terms of an effective tariff. However, with regard to the application of Sub-section 4.6(c) of the Code to existing agreements still in force, IDA will take into account competition considerations when assessing what amendments, if necessary, should be made to existing agreements to ensure consistency with modified tariffs. IDA seeks to balance the contracting parties' commercial interests with the need for IDA to ensure that Dominant Licensees offer services which comply with the competition principles under the Code. IDA will continue to apply Sub-section 4.6(c) on a case-by-case basis taking into account competition considerations. For clarity, IDA has amended Sub-section 4.6(c) of the Code to specify that Dominant Licensees can seek IDA's approval to not apply the modified tariffs to existing agreements on a case-by-case basis at the point of seeking IDA's approval to modify any tariff.

Scope of Applicability of the TCC

81. IDA would also like to highlight that the Code is issued pursuant to Section 26 (1) (a) to (e) and (g) of the Act. The provisions of the Code therefore relate not only to the provision of telecommunication services, but also to the operation of telecommunication systems and equipment. Accordingly, the Code is intended to apply to all persons licensed by IDA under the Act and their activities permitted under their respective licences. Where appropriate, the reference to "Licensees" under the Code would also include such licensees under the Telecom Dealer's Licence. Similarly, the reference to "Services" under the Code would also include services for the use of

telecommunication systems for the provision of telecommunication services. To be clear, this would mean that licensees offering telecommunication equipment and systems for the purposes of providing telecommunication services are required to comply with the relevant sections under the Code.

Other Amendments to the Code

82. IDA has also made several minor editorial amendments to the Proposed Revised Code to improve the clarity and organisation of the Code 2010.

PART III: CONCLUSION AND ISSUANCE OF CODE 2010

83. IDA hereby issues the Code 2010, which will take effect on 21 January 2011.
84. Following the issuance of the Code 2010, IDA will next review the related advisory guidelines, namely the Telecom Competition Guidelines and the Reclassification and Exemption Guidelines, to ensure that they are updated and consistent with the Code 2010.
85. Going forward, IDA will continue to take steps to ensure that its regulatory framework reflects changing market conditions, while fully meeting the needs of telecommunication Licensees and End Users.