



Tuvalu

TELEPHONE REGULATIONS

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Tuvalu

TELEPHONE REGULATIONS

Arrangement of Regulations

Regulation

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Tuvalu

TELEPHONE REGULATIONS¹

1 Citation

These Regulations may be cited as the Telephone Regulations.

2 Interpretation

(1) In these Regulations unless the context otherwise requires —

“**subscriber**” means a person who has signed a telephone service contract, but does not include a person who has signed a telephone service contract under regulation 4(2) solely because he is the owner or occupier of land or premises to which a telephone service is supplied;

“**telephone service**” means any service including facsimile or data transmission supplied by the Authority related to the provision of a telephone line;

“**telephone service contract**” means a contract under Regulation 4;

“**telephone line**” in these regulations means a telephone line supplied by the Authority.

(2) All references to charges in these Regulations refer to fees prescribed in Schedule 2.

3 Applications for a telephone service

(1) All applications for a telephone service shall be submitted to the Authority in writing.

(2) The Authority may refuse any application for a telephone service without giving any reason and may supply a service subject to any conditions it thinks appropriate.

4 Telephone service contracts

- (1) No telephone service shall be supplied unless the applicant has signed a telephone service contract in respect of that service.
- (2) Where a person signing any telephone service contract is not the owner or person entitled to occupy the premises to which the telephone service is to be supplied, the owner or person so entitled shall also sign the telephone service contract.
- (3) Telephone service contracts shall be in the form set out in Schedule 1:
Provided that where the Authority considers that form to be unsuitable for any particular telephone service an alternative form of contract may be used.

5 Telephone charges

- (1) The charges payable in respect of any telephone service shall be prescribed in Schedule 2.
- (2) The Minister may remit or reduce any charge payable under these Regulations.

6 Discontinuation of telephone service

- (1) Where any subscriber fails to pay any account rendered to him by the Authority or is in any other way in breach of the telephone service contract, the authority may discontinue the service.
- (2) Before discontinuing any service, the Authority shall, where reasonable in the circumstances, deliver to the subscriber at the address where the telephone service is supplied, a written warning notice, and if appropriate allow a reasonable length of time for the subscriber to pay the account or rectify any breach.
- (3) Where any telephone service has been discontinued, the Authority may restore that service upon payment by the subscriber of the reconnection fee, or if the Authority considers it appropriate, by reason of the removal of equipment or otherwise, on payment of a service installation charge.

7 Authority not responsible for interruption of service

The Authority shall not be liable for any loss whatsoever resulting from the interruption of any telephone service arising from any cause whatsoever.

8 Subscriber liable for all use of service

A subscriber shall be liable for all use of the telephone service supplied to him until such time as he has requested by written notice to the Authority of not less than 7 days, the disconnection of the telephone service.

9 Ownership of telephones

All telephone equipment supplied as part of a telephone service remains at all times the property of the Authority.

10 Telephone Numbers

- (1) No subscriber has any right to a particular telephone number, which may be changed at the discretion of the Authority.
- (2) The Authority shall not be liable for any loss whatsoever resulting from a change of telephone number.

11 Offences

A person who —

- (1) uses a telephone service with intent to avoid payment;
- (2) interferes with any telephone service with the intention of directly or indirectly listening in to any telephone conversation;
- (3) wilfully or recklessly damages any part of any telephone service, or alters, adapts or misuses any part of any telephone service;
- (4) makes any hoax or malicious telephone call giving false information which is likely to cause alarm to the recipient or unnecessarily inconvenience members of the public or emergency services;
- (5) uses any obscene, indecent, threatening, abusive or insulting language in a telephone conversation or uses a telephone service for any obscene, indecent, threatening, abusive, insulting, or annoying purpose; or
- (6) connects to a telephone line equipment which has not been authorised by the Authority or uses such equipment in connection with a telephone line,

commits an offence and is liable to a fine of \$200.00 and imprisonment for 12 months.

12 Cable distances

The power cables and telecommunication cables shall when following parallel routes be at the following distances:

- (a) where cables are of high voltage, the minimum distance shall be 0.3 of a metre or one foot apart;
- (b) where cables are of low voltage, the minimum distance shall be 100 mm or 4 inches apart.

SCHEDULE I**THE TELECOMMUNICATIONS AUTHORITY****CONTRACT FOR THE PROVISION OF TELEPHONE SERVICES**

IMPORTANT NOTICE This contract sets out the terms and conditions upon which telephone services will be supplied to you. Please read them carefully and consult a representative of the Authority if you do not understand it. Failure to do so may result in substantial liability.

This contract is made between the Telecommunications Authority of the Government of Tuvalu and

(Subscriber's full name) .

(Subscriber's address) .

(in this contract referred to as "the subscriber").

IN RETURN for the provision of the telephone services of which details are given overleaf the subscriber agrees that he will:

1. pay the rental and other charges at the rates set in the Telephone Regulations current at the time of payment within 30 days of the receipt of an account from the Telecommunications Authority;
2. not alter, or adapt or in any way misuse the telephone equipment supplied;
3. allow persons authorised by the Authority access to the telephone equipment supplied at all reasonable times including access to remove equipment should this contract come to an end for any reason;
4. inform the Telecommunications Authority if for any reason he leaves the address where the telephone equipment is supplied.

IT IS UNDERSTOOD AND AGREED THAT

1. The Telephone Regulations as amended from time to time are incorporated into and form part of this contract (*see note 2 overleaf*).
2. All telephone equipment supplied by the Telecommunications Authority remains at all times the property of the Telecommunications Authority on behalf of the Government of Tuvalu. No subscriber has the right to any particular equipment which may be changed at any time by the Telecommunications Authority.
3. The subscriber is liable for all charges relating to use of the telephone services supplied under this contract until such time as he gives notice of not less than

7 days of his wish that the supply of equipment or services effected by this contract come to an end.

- 4. The subscriber is responsible for the safe-keeping and the proper use of any equipment whilst it is supplied to him. He may be required by the Telecommunications Authority to pay the cost of replacement or repair of any equipment damaged or destroyed.
- 5. No equipment including facsimile or data transmission equipment which has not been authorised by the Telecommunications Authority may be connected to or used on a telephone line.

Dated thisday of

Signed by

Who is/is not the owner or a person entitled to exclusive possession of the premises (*See note 3*).

The telephone services to be supplied under the contract overleaf are —

Address where telephone service to be supplied

NATURE OF SERVICE

NOTES ON CONTRACT OVERLEAF

- 1. If the subscriber is a company the company name should be added and a person duly authorised by the company should sign the contract “on behalf of the company”.
If the subscriber is a partnership then all partner’s names should be given and afterwards the partnership name (i.e. Mr A, Mr B and Mr C trading as so and so partnership).
- 2. A copy of the Telephone Regulations as amended from time to time is available for inspection during office hours at the office of the Telecommunications Authority.
- 3. As the contract gives rights of entry it is essential that, if the subscriber is not the person who owns or is entitled to occupy the premises where the telephone is to be installed then the owner or occupier (i.e. leaseholder,

tenant, etc) must sign an acknowledgement and consent to the installation of the telephone in the following form:

FORM OF OWNER'S ACKNOWLEDGEMENT

I.insert name of owner or occupier) being
(delete as appropriate)

the person who (owns/is entitled to possession of) the premises to which the telephone services detailed above are to be supplied HEREBY CONSENT to the installation of the necessary equipment at the premises and in consideration of the equipment being installed hereby accept and undertake to comply with all conditions overleaf or in the Telephone Regulations as amended from time to time relating to access to the premises.

Dated thisday of

.....*Signature*

.....*Name in block capitals*

.....*Address*

SCHEDULE 2**CHARGES FOR FUNAFUTI TELEPHONE SYSTEM**

| | | |
|---|-----------------|--------|
| Installation of telephone | \$50.00 | |
| Monthly rental of telephone | 20.00 | |
| Internal removal | 25.00 | |
| External removal up to 30 meters | 50.00 | |
| External removal over 30 meters is \$50.00 plus cost of material and labour for distance over 30 meters | 50.00 | |
| Installation of extension telephone | 25.00 | |
| Monthly rental of extension telephone | 10.00 | |
| Loud ringing bell installation10.00monthly rental | | \$2.00 |
| Extension bell10.00 | 2.00 | |
| Power relay for loud bell10.00 | 2.00 | |
| Amplified telephone10.00 | Nil | |
| Push & buzzer circuit10.00 | 2.00 | |
| Reconnection fee when service has been disconnected due to non payment | | 25.00 |
| Local Calls on Funafuti | free | |
| Calls to other Tuvalu Islands | 0.50 per minute | |
| Calls to Australia | 1.50 per minute | |
| Calls to Fiji | 2.00 per minute | |
| Other South Pacific Countries | 2.50 per minute | |
| Rest of the World | 4.00 per minute | |
| For facsimile transmission using the facsimile equipment in the Telecommunication Authority's public bureau the following charges, in addition to telephone call charges, shall be payable: | | |
| For each call established (this charge includes the official cover sheet required as page one of each message) | 3.00 | |
| For each additional page of a message | 0.50 | |

ENDNOTES

¹ L.N.s 21/1984, 5/1990, 14/1990